

AGREEMENT

Between

BROWARD COUNTY

and

CITY OF DANIA BEACH

PROVIDING FOR FUNDING AND ADMINISTRATION OF
40th YEAR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS

for

NEIGHBORHOOD INFRASTRUCTURE IMPROVEMENTS (OASIS PROJECT)

IN THE AMOUNT OF \$153,487

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This is an Agreement ("Agreement"), made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY,"

and

CITY OF DANIA BEACH, a municipal corporation of the State of Florida, hereinafter referred to as "CITY," collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, COUNTY is a recipient of Community Development Block Grant ("CDBG") funds from the United States Department of Housing and Urban Development ("HUD") pursuant to 24 CFR Part 570; and

WHEREAS, on May 13, 2014, the Board adopted Resolution #2014-293 approving funding to CITY under COUNTY's CDBG Program for infrastructure improvements in CITY, under the terms more specifically described herein; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

ARTICLE 1 - DEFINITIONS AND IDENTIFICATIONS

The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1.1 **Agreement** - This Agreement includes Articles 1 through 12, the exhibits and documents that are expressly incorporated herein by reference.
- 1.2 **Board** - The Board of County Commissioners of Broward County, Florida.
- 1.3 **CDBG Funds** - The Community Development Block Grant Funds provided to CITY under this Agreement.
- 1.4 **CDBG Program or Program** - The Community Development Block Grant Program applied for by COUNTY and awarded by HUD, as authorized pursuant to Title I of the Housing and Community Development Act of 1974, Public Law 93-383, as amended, and codified at 42 U.S.C. 5301 et seq.
- 1.5 **CFR** - The Code of Federal Regulations is the codification of rules and regulations published in the Federal Register by the executive departments and agencies of the federal government of the United States.
- 1.6 **Contract Administrator** - The Community Development Specialist or Division Manager designated by the Division Director. The primary responsibilities of the Contract Administrator are to coordinate and communicate with CITY's Designated Representative to manage and supervise execution and completion of the Project and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, the Parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Project.
- 1.7 **County Administrator** - The administrative head of COUNTY appointed by the Board.
- 1.8 **County Attorney** - The chief legal counsel for COUNTY appointed by the Board.
- 1.9 **Division** - The Housing Finance and Community Development Division.
- 1.10 **HUD** - The United States Department of Housing and Urban Development.
- 1.11 **OMB** - The Office of Management and Budget of the Federal Government.
- 1.12 **Project** - The Project consists of the services described Article 3.

- 1.13 **Rules and Regulations of HUD** - The rules and regulations of HUD including, but not limited to, 24 CFR Part 570, "Community Development Block Grant Regulations"; and the applicable provisions under the following: 24 CFR Part 85, "Administrative Requirements for Grants and Cooperative Agreements to State, Local, and Federally Recognized Indian Tribal Governments"; OMB Circular No. A-87 implemented at 2 CFR Part 225, "Cost Principles for State, Local and Indian Tribal Governments"; OMB Circular No. A-133, "Audits of States, Local Governments and Non-Profit Organizations"; 24 CFR Part 91 "Consolidated Submissions for Community Planning and Development Programs"; and any Executive Orders issued by the Federal Government impacting the CDBG Program; as amended from time to time, and which are incorporated herein by reference.

ARTICLE 2 - PREAMBLE

- 2.1 Title I of the Housing and Community Development Act of 1974 (Public Law 93-383), as amended, consolidated several existing categorical programs for community development into a single program of CDBGs 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 COUNTY were determined through consultation with representatives of the community participating in COUNTY's CDBG Program.
- 2.2 Pursuant to 24 CFR Part 570.302, the Project was included in COUNTY's CDBG Program Consolidated Plan submission to HUD in accordance with 24 CFR Part 91, and is eligible to receive CDBG Funds as it complies with at least one (1) of the following three (3) national objectives under 24 CFR Parts 570.200(a)(2) and 570.208:
- 2.2.1 Activities benefiting low and moderate income persons.
 - 2.2.2 Activities which aid in the prevention or elimination of slums or blight.
 - 2.2.3 Activities designed to meet community development needs having a particular urgency.
- 2.3 Under the Rules and Regulations of HUD, COUNTY is the administrator for the Program and is mandated to comply with all applicable statutes, rules, and regulations of the United States relating to the allocation and expenditure of CDBG Funds as well as protecting the interests of certain classes of individuals who reside in COUNTY.
- 2.4 COUNTY desires to disburse CDBG Funds to CITY and has obtained assurances from CITY that it will comply with all applicable statutes, codes, rules, and regulations of the United States, the Rules and Regulations of HUD, the State of Florida, and COUNTY relating to the Project and the Program, as a condition precedent to the release of such CDBG Funds to CITY.

- 2.5 COUNTY shall conduct all programs and activities relating to housing and community development in a manner which will affirmatively further fair housing. COUNTY shall fund only subrecipients who have taken steps to promote fair housing.
- 2.6 In the event CITY is found to be taking actions designed to discourage affordable housing for sale or rent within the boundaries of COUNTY, CITY shall not be eligible to receive CDBG Funds under this Agreement.
- 2.7 This Agreement is subject to the availability of funds as more specifically described in Section 4.14 and Article 10.

ARTICLE 3 - PROJECT

- 3.1 CITY shall provide and implement neighborhood infrastructure improvements as outlined in Exhibit "A," Project Description, attached hereto. The Project complies with the national objective under 24 CFR Part 570.208(b)(1), "Activities to address slums or blight on an area basis." In the event the Project is constructed, provided, located, or implemented on CITY's property, CITY shall assume all liability for same upon completion of the Project.
- 3.2 CITY shall comply with the Project Schedule/Timeline set forth in Exhibit "C," attached hereto. Failure to maintain the implementation schedule within sixty (60) days of the deadlines identified in Exhibit "C" may warrant a full review by the Division to meet HUD's required expenditure rates for the Program year. In the event CITY fails to maintain the implementation schedule within ninety (90) days of the deadlines identified in Exhibit "C," COUNTY may terminate this Agreement in accordance with Article 10, and all uncommitted and unexpended funds may be transferred to the contingency account or be reprogrammed consistent with the Housing and Community Development Act of 1974, as amended (42 U.S.C. Section 5301-5320).
- 3.3 All plans and specifications prepared or to be used for the Project shall be certified and approved by CITY and submitted to the Division for approval prior to advertisement or implementation, as applicable.
- 3.4 The Division may issue a Stop Order to CITY which shall halt all work on the Project in the event that the work is not being performed in accordance with the approved plans and specifications or when, in the Division Director's judgment, CITY, or any third party providing services on behalf of CITY under this Agreement, has violated federal guidelines or regulations, or the terms of this Agreement.
- 3.5 The Division will carry out periodic monitoring and evaluation activities as determined necessary by the Division. The continuation of this Agreement is dependent upon satisfactory evaluations by the Division. Such evaluations will be based on the terms of this Agreement, comparisons of planned versus actual progress relating to the Project's

scheduling, budgets, in-kind contributions, and output measures. Upon request, CITY shall furnish to the Division Director, COUNTY, or their designees, such records and information, including copies or transcriptions, as is determined necessary by the Division Director or COUNTY. CITY shall submit on a monthly and quarterly basis, and at other times upon the request of the Division Director, information and status reports required by Division, COUNTY, or HUD on forms approved by the Division Director.

3.6 In the event CITY uses any third party contractor(s) ("Contractor") to perform any work or activities for the Project, CITY shall comply with the following requirements:

3.6.1 CITY shall provide the Contract Administrator with a copy of all contracts and correspondence between CITY and the Contractor, and any correspondence related thereto, if requested by COUNTY.

3.6.2 CITY's contract for design professional services shall include, but is not limited to, civil, structural, mechanical, and electrical engineering, and architectural services, as applicable for the Project, including all necessary, incidental and related activities and services required by the Project's scope and contemplated in the Contractor's level of effort. The following requirements shall be applicable to the preparation of schematic design, design development, and contract documents:

- a) Schematic Design. The Contractor shall prepare and submit for approval by CITY, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components. CITY shall provide the Contract Administrator with a copy of the approved Schematic Design Documents. Additionally, the Contractor shall submit to CITY a written Statement of Probable Construction Cost based on current area, volume, or other unit costs. The Contractor shall research all applicable codes, ordinances, rules, regulations, and requirements of governmental authorities having jurisdiction over the Project
- b) Design Development. The Contractor shall prepare and submit for approval by CITY, Design Development Documents consisting of drawings and other documents describing the size and character of the entire Project including, as applicable, architectural, structural, mechanical, electrical, material specifications, and such other essential elements as may be appropriate. CITY shall provide the Contract Administrator with a copy of the approved Design Development Documents. The Contractor shall consider the availability of materials, equipment, and labor, construction sequencing and scheduling, economic analysis of construction and operations, user safety, maintenance requirements, and energy conservation.

The Design Development Documents shall include, but are not limited to, the following:

1. Expansion of the architectural, structural, mechanical, and electrical Schematic Design Documents to establish the final scope, relationships, forms, size, and appearance of the Project through appropriate plans, sections, elevations, and typical construction details; three dimensional sketches; basic materials and finishes; equipment and furniture layouts and space requirements; basic structural system and dimensions; energy conservation measures; outline specifications; basic selection of mechanical and electrical equipment and their capabilities;
 2. Development scheduling services including, but not limited to, reviewing and updating previously established schedules; and
 3. Written Statement of Probable Construction Cost including, but not limited to, updating and refining the Schematic Design Phase Statement of Probable Construction Cost.
- c) Contract Documents. The Contractor shall prepare from the approved Design Development Documents the working drawings and specifications, setting forth in detail the work to be done, materials, quality of work, finishes, and equipment required for the architectural, structural, mechanical, and electrical work, and the necessary bidding information (collectively referred to as the "Contract Documents"). The Contractor shall, in the preparation of the drawings and specifications for construction, take into account all prevailing codes and regulations governing construction in Broward County, and update and revise the Probable Construction Costs, as necessary. The Contract Documents shall be sufficiently complete and include sufficient detail to permit issuance of a building permit and obtain responsive bids. CITY shall provide a copy of the final Contract Documents to the Contract Administrator, if requested by COUNTY.
- 3.6.3 CITY's contract for any construction-related activities shall include, but is not limited to, labor, materials, equipment, and other services necessary to perform all of the work described in the Contract Documents for the construction of the Project in accordance with all requirements and provisions of the codes as defined by plan review incident to permitting. The Project also includes all Project site preparations including, but not limited to, pre-inspection, examination, tests and borings, and discovery of the site conditions and other similar activities.

- 3.7 At the conclusion of each design phase provided for in Subsection 3.6.2, CITY shall provide the associated deliverable and shall submit an invoice for payment utilizing the form provided in Exhibit "E," Request for Payment."
- 3.8 CITY's construction activities shall be in accordance with the Project Schedule, which shall indicate the dates for the commencement and completion of the various stages of construction and shall be revised as required by the conditions of the Project. The Project's construction schedule shall be updated at least monthly by CITY or its construction contractor.
- 3.9 CITY shall use its own procurement procedures for the procurements of property and services, which shall comply with applicable state and local laws and regulations, and all procurements shall conform to applicable federal law and the standards set forth in 24 CFR Part 85.36, Procurement.
- 3.10 CITY shall submit written notification to the Division of all pre-bid and preconstruction meetings at least two (2) weeks prior to the actual date of the meetings.
- 3.11 All change orders shall receive prior written approval from the Contract Administrator.
- 3.12 At the completion of the Project, "as-built" drawings, when determined necessary by the Division Director, shall be submitted to the Division prior to approval of the final payment by COUNTY.
- 3.13 In the event CITY is unable to complete the Project because of delays resulting from untimely review by COUNTY or other governmental authorities having jurisdiction over the Project, and such delays are through no fault of CITY, COUNTY shall grant a reasonable extension of time for completion of the services, provided that such extension shall be without additional funding. It shall be CITY's responsibility to notify COUNTY promptly in writing whenever a delay in approval by a governmental agency is anticipated or experienced, and to inform COUNTY of all facts and details related to the delay.
- 3.14 CITY shall meet or exceed the standards described in the Project Description attached hereto as Exhibit "A," if applicable, and all applicable codes, ordinances, statutes, and any other regulations imposed by any regulatory body or authority governing the design, permitting, construction, and approval of the Project.
- 3.15 CITY shall meet with COUNTY at reasonable times and with reasonable notice to discuss the Project.
- 3.16 CITY shall provide COUNTY with Monthly Progress Reports utilizing the form provided in Exhibit "D," attached hereto, which shall indicate the status of all outstanding work that has been authorized by COUNTY for the Project, including the planned versus

actual progress of each individual project based on the Project's schedule and budget. Such reports shall be submitted to the Division on the first business day following the end of the preceding month.

- 3.17 No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last ten (10) years of weather data recorded in the Fort Lauderdale/Hollywood International Airport Weather Station.

ARTICLE 4 - FUNDING AND METHOD OF PAYMENT AND PROVISIONS RELATING TO THE USE OF THE FUNDS

- 4.1 The maximum amount payable by COUNTY under this Agreement shall be One Hundred Fifty-three Thousand Four Hundred Eighty-seven Dollars (\$153,487).
- 4.2 COUNTY shall reimburse CITY for the Project expenses incurred as provided in Exhibit "B," Budget Table/Costs For Project, attached hereto, provided a suspension of payment as provided in this Agreement has not occurred, and provided further that CITY complies with the procedures for invoices and payments as set forth in this Article. At no time shall COUNTY distribute CDBG Funds to CITY if it has not provided the required deliverables.
- 4.3 CITY shall invoice COUNTY monthly utilizing the form provided in Exhibit "E," Request for Payment, for Project costs described in Exhibit "A," Project Description, on the following basis:
 - 4.3.1 CITY shall provide COUNTY with an executed original of all third party contracts authorizing work or activities to be performed for the Project.
 - 4.3.2 CITY shall provide COUNTY with documentation of any leveraging, as described in Exhibit "B," Budget Table/Costs for Project, which has occurred during each month.
 - 4.3.3 CITY shall submit a certified copy of the purchase order or other CITY document authorizing the work or activities for which it is invoicing.
 - 4.3.4 CITY shall submit to COUNTY a certified copy of all third party contractor invoices for the Project indicating the work or activities performed and the date rendered.
 - 4.3.5 CITY's administrator or the administrator's authorized representative shall certify that the work or activities being invoiced have been completed.
- 4.4 CITY's invoices for reimbursement of construction expenditures shall identify the specific project number, nature of the work performed, phase of work, estimated percent

of work accomplished, and include a summary of fees with accrual of the total and credits for portions paid previously. Invoices for each phase shall not exceed the amounts allocated to that phase.

- 4.5 Following receipt of invoices and supporting documentation, as described in Section 4.3, the Division shall review the invoices and documentation to determine whether the items invoiced have been received or completed and that the invoiced items are proper for payment. Upon determination by the Division that the items invoiced have been received or completed, the Division shall make payment to CITY the amount it determines to be payable. Payment for travel expenses, if any, shall be made in accordance with COUNTY guidelines for travel reimbursement.
- 4.6 CITY shall disclose to COUNTY any and all third party funding, whether public or private, for the Project. No COUNTY funding shall be used to supplant existing third party funding.
- 4.7 CITY shall not be entitled to payment by COUNTY for any invoices received by COUNTY later than sixty (60) days after expiration or termination of this Agreement, except for any invoice for release of retainage held by COUNTY, which requires CITY to provide release of liens. The release of retainage by COUNTY upon CITY's submittal of the release of liens shall survive expiration or earlier termination of this Agreement.
- 4.8 COUNTY shall pay CITY within thirty (30) calendar days from receipt of CITY's Request for Payment for reimbursement of eligible Project expenses, in accordance with COUNTY's Prompt Payment Ordinance, Section 1-51.6, Broward County Code of Ordinances, ninety percent (90%) of the total shown to be due on such invoice. When the services to be performed on the Project are fifty percent (50%) complete and upon written request by CITY, COUNTY shall assess whether the Project is progressing in a satisfactory manner, in its sole discretion, and may authorize that subsequent payments may be increased to ninety-five percent (95%) of the total shown to be due on subsequent invoices. Upon CITY's satisfactory completion of the Project and after COUNTY's review and approval, COUNTY shall remit to CITY the ten percent (10%) or five percent (5%) portion of the amounts previously withheld.
- 4.9 CITY shall notify the Division at least forty-eight (48) hours in advance of the date that work on the Project will be initiated in order that on-site inspections may be conducted by COUNTY.
- 4.10 CITY shall expend the CDBG Funds allocated to the Project by the end of the term of this Agreement. All CDBG Funds not expended within the term of this Agreement shall remain in the custody and control of COUNTY.

4.11 COUNTY may suspend payment under this Agreement for any of the following events:

4.11.1 Ineligible use of CDBG Funds;

4.11.2 Failure to comply with the terms of this Agreement;

4.11.3 Failure to submit reports as required, including a favorable audit report;

4.11.4 Submittal of incorrect or incomplete reports in any material respect; and

4.11.5 Failure to comply with the indemnification obligations under this Agreement.

In the event COUNTY elects to withhold payment to CITY pursuant to this Section 4.11, COUNTY shall specify the action(s) that must be taken by CITY as a condition precedent to resumption of payments, and should specify a reasonable date for compliance.

4.12 Payments to CITY shall be sent to:

Robert Baldwin, City Manager
City of Dania Beach
100 Dania Beach Blvd.
Dania Beach, Florida 33004

4.13 Any documentation required under this Agreement shall be furnished to COUNTY at the following address:

Ralph Stone, Director
Broward County Housing Finance and Community Development Division
110 N.E. 3rd Street - Third Floor
Fort Lauderdale, Florida 33301

4.14 Notwithstanding anything to the contrary in this Agreement, COUNTY shall not be required to reimburse CITY any CDBG Funds under this Agreement, if COUNTY is not able to obtain such funding from HUD for the payment of these costs.

ARTICLE 5 - LIABILITY AND INDEMNIFICATION

5.1 CITY is a state agency under Section 768.28, Florida Statutes, and shall be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

5.2 In the event CITY contracts with a third party contractor(s) ("Contractor") to perform any of the work or activities for the Project, any contract with such Contractor shall include the following provisions:

5.2.1 Indemnification: To the fullest extent permitted by law, Contractor shall indemnify and hold harmless Broward County, its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Contractor and persons employed or utilized by Contractor in the performance of this Contract. These indemnifications shall survive the term of this Contract.

ARTICLE 6 - INSURANCE

6.1 CITY is a state agency under Section 768.28, Florida Statutes, and shall furnish the Contract Administrator with written verification of liability protection in accordance with state law prior to final execution of this Agreement. In the event CITY elects to purchase excess liability coverage, Broward County shall be named as an additional insured and certificate holder under said policy, and COUNTY shall be notified of said coverage and provided evidence of same.

6.2 In the event CITY contracts with a third party contractor(s) ("Contractor") to provide any of the work or activities set forth herein, any contract shall require the Contractor, at a minimum, to maintain in full force and effect, at Contractor's sole cost and expense, during the term of the contract, insurance of the types and amounts as provided in Exhibit "F," Insurance Requirement, attached hereto and name Broward County as an additional insured.

ARTICLE 7 - ASSURANCES AND CERTIFICATIONS

7.1 CITY shall comply with all applicable federal, state, and county laws, ordinances, codes, and regulations relating to the use of CDBG Funds including, but not limited to, the Rules and Regulations of HUD. Any conflict or inconsistency between any federal, state, or county regulations and this Agreement shall be resolved in favor of the more restrictive regulations.

7.2 CITY shall establish safeguards to prohibit its employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other association.

7.3 CITY shall comply with the requirements set forth in the Division's "Procedures Manual for Subrecipients," as may be amended from time to time, and incorporated herein by

reference. COUNTY will provide CITY with a copy of the manual and any amendments thereto.

7.4 CITY shall not use CDBG Funds to support inherently religious activities including, but not limited to, worship, religious instruction, or proselytization.

7.5 CITY certifies, to the best of its knowledge and belief, that:

7.5.1 No federal appropriated funds have been paid or will be paid, by or on behalf of CITY, to any person for influencing or attempting to influence an officer or employee of an agency, a member, 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 or loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

7.5.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member, officer, or employee of Congress, or an employee of a member of Congress in connection with this Agreement, CITY shall complete and submit to COUNTY Standard Form - LLL, "Disclosure Form to Report Lobbying," set forth in Appendix B to 24 CFR Part 87, in accordance with its instructions.

7.5.3 The language in this Section 7.5 shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all subgrantees shall be required to certify and disclose accordingly.

7.6 CITY shall comply with the nondiscrimination and equal opportunity requirements set forth in 24 CFR Part 5.105, Other Federal requirements, as applicable to the Project, including, but not limited to, the following:

7.6.1 Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and implementing regulations at 24 CFR Part 146, which prohibit discrimination of persons on the basis of race, color, or national origin, including, but not limited to, exclusion from participation in, being denied the benefits of, or being otherwise subjected to discrimination under any program or activity for which CITY receives federal financial assistance.

7.6.2 Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.), which prohibit discrimination of persons on the basis of race, color, religion, sex, and national origin in housing practices.

- 7.6.3 Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), and the implementing regulations at 24 CFR Part 146, which prohibit discrimination of persons on the basis of age under any program, or activity for which CITY receives federal financial assistance.
- 7.6.4 Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the implementing regulations at 24 CFR Part 8, which prohibit discrimination of qualified individuals with disabilities in participating in, or receiving benefits and services under any program or activity for which CITY receives financial federal assistance.
- 7.6.5 Architectural Barriers Act of 1968 (42 U.S.C. 4151 et seq.), which requires certain federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped persons.
- 7.6.6 Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. 12101 et seq.), which prohibits discrimination of individuals on the basis of race, color, sex, national origin, religion, or age.
- 7.6.7 Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u, and the implementing regulations at 24 CFR Part 135, as applicable), which provides for training, employment, contracting, and other economic opportunities for low and very low-income persons.
- 7.7 CITY certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement or any federal assistance program subject to 2 CFR Part 2424. CITY shall not knowingly enter into any third party contract for Project services under this Agreement, or other covered transaction, with a person or entity which is similarly debarred or suspended from providing services under this Agreement.
- 7.8 CITY certifies that it is in compliance with the Drug-Free Workplace Act of 1988 (41 U.S.C 701 et seq.) implemented at 2 CFR Part 2429, and shall administer, in good faith, a policy designed to ensure a workplace free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.
- 7.9 CITY shall comply with the recordkeeping and reporting requirements under this Agreement and 24 CFR Parts 85 and 570, as applicable.
- 7.10 Real property acquired utilizing CDBG Funds provided under this Agreement shall be used for the original approved purpose, and CITY shall demonstrate significant progress with the Project within twelve (12) months of the acquisition. In the event such progress is not evidenced nor commenced within the specified time period, CITY shall transfer

ownership of the property acquired with CDBG Funds to COUNTY, if COUNTY so requests in writing. Method of transfers of real property acquired with or improved with CDBG Funds shall be accomplished after written approval by the Division Director.

- 7.11 In addition to the reversion of assets requirements set forth in Section 8.7, property, equipment, and supplies acquired with CDBG Funds provided under this Agreement, and no longer needed for the originally authorized purpose, shall be disposed of in the manner authorized by the Division Director consistent with 24 CFR Part 85 after CITY has requested disposition instructions.
- 7.12 In the event there is any construction work over \$2,000.00 financed in whole, or in part, with CDBG Funds under this Agreement, CITY shall, if applicable, comply with the Davis-Bacon Act, (40 U.S.C. 276a-276a-7), as supplemented by the United States Department of Labor regulations (24 CFR Part 5), which requires all laborers and mechanics working on the Project be paid not less than prevailing wage rates as determined by the Secretary of Labor. COUNTY shall determine the applicability of the Davis-Bacon Act to the Project under this Agreement.
- 7.13 In the event CITY is seeking to use CDBG Funds for payment of impact fees, CITY shall first attempt to secure a waiver of such impact fees. In the event CITY is unsuccessful in obtaining a waiver, CITY shall submit to the Division documentation reflecting CITY's unsuccessful efforts prior to utilization of CDBG Funds for payment of impact fees.
- 7.14 In accordance with Section 519 of the 1990 HUD Appropriations Act (Public Law 101-140) and Section 906 of the National Affordable Housing Act of 1990, which amended Title I of the Housing and Community Development Act of 1974, CITY certifies that it has adopted and is enforcing policies within its jurisdiction that:
 - 7.14.1 Prohibit the use of excessive force by law enforcement agencies against any individuals engaged in non-violent civil rights demonstrations; and
 - 7.14.2 Enforce applicable State and local laws which prohibit any action which physically bars an entrance to or exit from, a facility or location where a non-violent civil rights demonstration is being conducted.
- 7.15 CITY shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in the United States Department of Labor regulations at 29 CFR Part 3.
- 7.16 In addition to the equal employment opportunity requirements set forth in Section 12.2, CITY shall comply with, as applicable, Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- 7.17 CITY shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330), as supplemented by the United States Department of Labor regulations at 29 CFR Part 5, if CDBG Funds under this Agreement exceed \$100,00.
- 7.18 CITY shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), if CDBG Funds under this Agreement exceed \$100,000.
- 7.19 CITY shall comply with the mandatory standards and policies relating to energy efficiency set forth in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Statute 871).
- 7.20 If applicable, CITY shall comply with Section 202(a) of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106) and the applicable regulations at 44 CFR Parts 59 -79, for activities located in an area identified by the United States, Federal Emergency Management Agency (FEMA) as having special flood hazards.
- 7.21 In addition to the audit rights, and retention of records requirements set forth in Section 12.4, CITY shall provide COUNTY, HUD, and the Comptroller General of the United States, through any of their duly authorized representative, access to any books, documents, papers, and records of CITY, or its third party contractors providing Project services under this Agreement, which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. The rights of access granted under this Section 7.21 shall not be limited to the required retention of records period set forth in Section 12.4, and shall remain in effect for as long as the records are retained.

ARTICLE 8 - FINANCIAL RESPONSIBILITY

- 8.1 CITY shall comply with the requirements and standards of OMB Circular A-87 implemented at 2 CFR Part 225, "Cost Principles for State, Local and Indian Tribal Governments," and the applicable provisions under 24 CFR Part 85.
- 8.2 CITY shall comply with the audit requirements of OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations." The audit must be filed with COUNTY within one hundred twenty (120) days after the close of the fiscal year of CITY. All CDBG Funds provided by COUNTY should be shown via explicit disclosure in the annual financial statements or the accompanying notes to the financial statements.
- 8.3 CITY shall use CDBG Funds only for eligible Project activities specifically outlined in this Agreement.

- 8.4 CITY shall budget and expend all CDBG Funds provided by COUNTY under this Agreement in accordance with the Division's "Procedures Manual for Subrecipients."
- 8.5 In addition to COUNTY's right to terminate this Agreement in accordance with Article 10, CITY shall be required to repay to COUNTY, in COUNTY's sole discretion, any CDBG Funds determined by COUNTY to be ineligible for reimbursement under the terms of this Agreement including, but not limited to, in the following events:
- 8.5.1 Use of any CDBG Funds for ineligible Project expenses or activities, including any over payments by COUNTY.
- 8.5.2 Any CDBG Funds expended by CITY, or any of its third party contractors, in violation of this Agreement.
- 8.5.3 Failure to complete the Project in a manner which complies with the national objective(s) described in this Agreement.

In the event CITY is required to repay COUNTY any CDBG Funds pursuant to this Section 8.5, CITY shall repay such funds from nonfederal resources within thirty (30) days of notice provided by COUNTY, and if not paid, COUNTY may, in its sole discretion, elect to withhold payment on any subsequent request for payment by CITY, or reduce CITY's obligation to repay COUNTY by making an administrative offset against any request for payment. COUNTY, in its sole discretion, may reallocate any funds CITY repays to COUNTY pursuant to the terms of this Agreement to other eligible CDBG projects. This provision shall survive the expiration or earlier termination of this Agreement.

- 8.6 CITY shall account for "Program Income," as defined in 24 CFR Part 570.500(a), related to the Project in accordance with the provisions under 24 CFR Part 570.504. Upon the prior written approval of COUNTY, Program Income generated as a result of receipt of CDBG Funds under this Agreement shall be used in one (1) of the following manners:
- 8.6.1 Added to funds committed to the Project by CITY and used proportionally to the original funding allocation to further eligible Program objectives.
- 8.6.2 Only for eligible CDBG activities.
- 8.6.3 Returned to COUNTY upon written request of the Division.
- 8.7 Reversion of Assets. Upon the expiration or earlier termination of this Agreement, CITY shall comply with the requirements under 24 CFR Parts 570.503 and 570.505 and 24 CFR Part 85, as applicable, including, but are not limited to, the following:

8.7.1 CITY shall transfer to COUNTY any CDBG Funds on hand and any accounts receivable attributable to the use of CDBG Funds under this Agreement.

8.7.2 Real property under CITY's control that was acquired or improved, in whole or in part, with CDBG Funds in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to in 24 CFR Part 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as determined to be appropriate by COUNTY. In the event CITY fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, CITY shall pay COUNTY an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute Program Income to COUNTY.

8.8 Disposition of Equipment. CITY shall comply with requirements for use and disposition of equipment acquired in whole, or in part, with CDBG Funds under this Agreement in accordance with 24 CFR Part 85.32.

ARTICLE 9 - TERM OF AGREEMENT

The term of this Agreement shall commence retroactively to October 1, 2014, and shall end on September 30, 2015, unless terminated earlier or extended pursuant to the terms of this Agreement. CITY may submit a written request for an extension to the term of this Agreement to the Division Director no less than ninety (90) days prior to the expiration date. In the event the Division Director approves an extension to the term of this Agreement, the Parties shall enter into an amendment as provided in Section 12.18.

ARTICLE 10 - TERMINATION

10.1 This Agreement is subject to the availability of CDBG funding from HUD. In the event HUD terminates, suspends, discontinues, or substantially reduces the CDBG funding for the Project activity under this Agreement, COUNTY may terminate this Agreement upon CITY's receipt from COUNTY of no less than twenty-four (24) hours' notice. COUNTY shall be the final authority as to the availability of CDBG Funds.

10.2 Termination for Cause.

10.2.1 This Agreement may be terminated for cause by COUNTY, at the discretion of and through the County Administrator, if CITY fails to comply with any terms under this Agreement and has not corrected the breach within five (5) days after receipt of written notice from COUNTY identifying the breach. Any notice of termination provided by COUNTY pursuant to this Subsection 10.2.1 shall also provide CITY with an opportunity to appeal the action, and a copy of the appeal

process shall be attached to the notice. CITY shall file an appeal within five (5) days of receipt of COUNTY's notice of termination.

10.2.2 Termination for cause by COUNTY may include, but is not limited to, CITY's failure to commence work on the Project, as set forth in Exhibit "C," Project Schedule/Timeline, within ninety (90) days from the date of full execution of this Agreement by the Parties, repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement, failure to repay COUNTY as provided for in Section 8.5, or contracting with a third party contractor to provide any Project services under this Agreement who has been debarred, suspended, or is otherwise excluded from, or ineligible for participation in, any federal assistance program subject to 2 CFR Part 2424. The Agreement may also be terminated for cause if CITY is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes.

10.2.3 In the event this Agreement is terminated by COUNTY for cause, CITY shall repay to COUNTY any CDBG Funds determined by COUNTY to be due in accordance with Section 8.5. COUNTY may, in its sole discretion, reduce CITY's obligation to repay COUNTY by making an administrative offset against any requests by CITY for payment up to the effective date of termination as provided in Section 10.4.

10.3 Termination for Convenience. This Agreement may be terminated for convenience by either party, which termination date shall be not less than thirty (30) days after the date of such written notice. Termination for convenience for COUNTY shall be by the Board. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If COUNTY erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

10.4 In the event this Agreement is terminated for any reason, COUNTY will reimburse CITY upon receipt of a Request for Payment utilizing the form provided in Exhibit "E," for documented and committed eligible Project expenses in accordance with the terms of this Agreement and Exhibit "B," Budget Table/Costs for Project, incurred by CITY prior to the effective date of termination of this Agreement. For purposes of this Agreement, documented and committed eligible Project expenses means any verifiable committed

expense including, but not limited to, a Purchase Order for payment of materials and supplies, executed by CITY or a third party contractor on CITY's behalf, for Project activities under this Agreement. However, CITY shall not encumber any CDBG Funds under this Agreement after either party provides written notice of termination to the other party. Any payment by COUNTY pursuant to this Section 10.4 is subject to the repayment provisions in Section 8.5, and COUNTY shall not be required to reimburse CITY for any or all of the CDBG Funds requested by CITY where COUNTY has determined that CITY failed to complete the Project in a manner which complies with the national objective(s) described in this Agreement.

- 10.5 Notice of suspension or termination of this Agreement shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.
- 10.6 In the event this Agreement is terminated for any reason, any amounts due CITY shall be withheld by COUNTY until all documents are provided to COUNTY pursuant to Section 12.1 of Article 12.

ARTICLE 11 - NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

FOR COUNTY:

Ralph Stone, Director
Broward County Housing Finance and Community Development Division
110 N.E. 3rd Street - Third Floor
Fort Lauderdale, Florida 33301

FOR CITY:

Robert Baldwin, City Manager
City of Dania Beach
100 Dania Beach Blvd.
Dania Beach, Florida 33004

ARTICLE 12 - MISCELLANEOUS

12.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of COUNTY, and, if a copyright is claimed, CITY grants to COUNTY and the Federal Government a non-exclusive, royalty free, and irrevocable license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CITY, whether finished or unfinished, shall become the property of COUNTY, including, any patent rights with respect to any discovery or invention which arises or is developed in the course of or under this Agreement, and shall be delivered by CITY to the Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to CITY shall be withheld until all documents are received as provided herein.

12.2 EQUAL EMPLOYMENT OPPORTUNITY

No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. CITY shall comply with all applicable requirements of the Broward County Business Enterprise ("CBE") Program in the award and administration of this Agreement. Failure by CITY to carry out any of these requirements shall constitute a material breach of this Agreement, which shall permit the Board, to terminate this Agreement or to exercise any other remedy provided under this Agreement, or under the Broward County Code of Ordinances, or under the Broward County Administrative Code, or under applicable law, with all of such remedies being cumulative.

CITY shall include the foregoing or similar language in its contracts with any third party contractor providing services under this Agreement, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 CFR Parts 23 and 26. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as COUNTY deems appropriate.

CITY shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement and shall not otherwise unlawfully discriminate in violation of Chapter 16½, Broward County Code of Ordinances. CITY shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis

of disability), and all applicable regulations, guidelines, and standards. In addition, CITY shall take affirmative steps to prevent discrimination in employment against disabled persons.

By execution of this Agreement, CITY represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. COUNTY hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle COUNTY to terminate this Agreement and recover from CITY monies paid by COUNTY pursuant to this Agreement, and may result in debarment from COUNTY's competitive procurement activities.

12.3 PUBLIC RECORDS

COUNTY is a public agency subject to Chapter 119, Florida Statutes. To the extent CITY is acting on behalf of COUNTY pursuant to Section 119.0701, Florida Statutes, CITY shall:

12.3.1 Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by COUNTY were COUNTY performing the services under this Agreement;

12.3.2 Provide the public with access to such public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

12.3.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

12.3.4 Meet all requirements for retaining public records and transfer to COUNTY, at no cost, all public records in possession of CITY upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to COUNTY in a format that is compatible with the information technology systems of COUNTY.

The failure of CITY to comply with the provisions set forth in this Section 12.3 shall constitute a default and breach of this Agreement and COUNTY shall enforce the default in accordance with the provisions set forth in Section 10.2.

12.4 AUDIT RIGHTS, AND RETENTION OF RECORDS

COUNTY shall have the right to audit the books, records, and accounts of CITY and its third party contractors performing services for the Project, for the period of time required

by 24 CFR Part 570, if such retention period is greater than that required by the Florida Public Records Act, Chapter 119, Florida Statutes. CITY and its third party contractors performing services for the Project shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CITY and its third party contractors performing

services for the Project shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CITY, or its third party contractor, as applicable, shall make same available at no cost to COUNTY in written form.

CITY and its third party contractors performing services for the Project shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period, or for a minimum period of four (4) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or four (4) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

CITY shall ensure that the requirements of this Section 12.4 are included in all agreements with its third party contractors performing services for the Project.

12.5 PUBLIC ENTITY CRIME ACT

CITY represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to COUNTY, may not submit a bid on a contract with COUNTY for the construction or repair of a public building or public work, may not submit bids on leases of real property to COUNTY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with COUNTY, and may not transact any business with COUNTY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by COUNTY pursuant to this Agreement, and may result in debarment from COUNTY's competitive procurement activities.

In addition to the foregoing, CITY further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CITY has been placed on the convicted vendor list.

12.6 INDEPENDENT CONTRACTOR

CITY is an independent contractor under this Agreement. Services provided by CITY pursuant to this Agreement shall be subject to the supervision by CITY. In providing such services, neither CITY nor its agents shall act as officers, employees, or agents of COUNTY. No partnership, joint venture, or other joint relationship is created hereby. COUNTY does not extend to CITY or CITY's agents any authority of any kind to bind COUNTY in any respect whatsoever.

12.7 THIRD PARTY BENEFICIARIES

Neither CITY nor COUNTY intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and no third party shall be entitled to assert a claim against either of them based upon this Agreement. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

12.8 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, CITY shall not subcontract any portion of the work required by this Agreement, except as permitted and provided for in this Agreement. Notwithstanding the Termination provision of this Agreement, COUNTY may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by CITY of this Agreement or any right or interest herein without COUNTY's written consent.

CITY represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

CITY shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CITY's performance and all interim and final product(s) provided to or on behalf of COUNTY shall be comparable to the best local and national standards.

12.9 CONFLICT OF INTEREST

CITY shall comply with the requirements of 24 CFR Part 570.611 relative to the Conflict of Interest provisions. Any possible conflicting interest on the part of CITY, its officers, employees, or agents, shall be disclosed in writing to the Division.

12.10 CONFLICTS

Neither CITY nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CITY's loyal and conscientious exercise of judgment related to its performance under this Agreement. None of CITY's employees shall, during the term of this Agreement, serve as an expert witness against COUNTY in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her opinion, which is adverse or prejudicial to the interests of COUNTY in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude CITY or any person in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding regarding this Agreement. In the event CITY is permitted pursuant to this Agreement to utilize third party contractors to perform any services required by this Agreement, CITY shall require such third party contractors, by written contract, to comply with the provisions of this section to the same extent as CITY.

12.11 MATERIALITY AND WAIVER OF BREACH

Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof.

COUNTY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

12.12 COMPLIANCE WITH APPLICABLE LAWS

CITY shall keep fully informed of all federal and state laws, all local laws, ordinances, and regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which, in any manner, affect work authorized under the terms of this Agreement. CITY shall at all times observe and comply with all such laws, ordinances, regulations, and orders.

12.13 SEVERANCE

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or CITY elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days of final court action, including all available appeals.

12.14 JOINT PREPARATION

The Parties and their counsel have participated fully in the drafting of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

12.15 INTERPRETATION

All terms and words used in this Agreement, despite the number and gender in which used, shall be deemed to include any other gender or number as the context or the use thereof may require. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section of this Agreement, such reference is to the section as a whole, including all of the subsections and subparagraphs of such section unless the reference is made to a particular subsection or subparagraph of such section.

12.16 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 12 of this Agreement shall prevail and be given effect. In the event there is a conflict between any provisions set forth in this Agreement and a more stringent state or federal provision which is applicable to any services performed under this Agreement, the more stringent state or federal provision shall prevail.

12.17 LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties agree that the exclusive venue for any

lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or the United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

12.18 AMENDMENTS

The Parties may amend this Agreement to conform to changes in federal, state, or local laws, regulations, directives, and objectives. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and CITY or others delegated authority to or otherwise authorized to execute same on their behalf. The County Administrator shall be authorized to execute amendments that extend the term of the Agreement or that change the Project, so long as the Project consists of eligible activities under 24 CFR Part 570. The Division Director shall be authorized to approve, in writing, line item budget changes to the information set forth in Exhibit "B," Budget Table/Costs for Project, during the term of this Agreement and for sixty (60) days after expiration or earlier termination of this Agreement as provided in Section 4.7 of this Agreement, in order to reconcile CITY's expenditures of CDBG Funds, provided such changes do not result in an increase in the CDBG Funds set forth in Section 4.1 of this Agreement, and Exhibit "B." The written document from the Division Director approving such changes shall be deemed incorporated into this Agreement.

12.19 PRIOR AGREEMENTS

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

12.20 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the Parties. The attached Exhibits "A" - "F" are incorporated into and made a part of this Agreement. The Rules and Regulations of HUD and any other HUD regulations addressed in this Agreement which are not specifically identified in the definition contained in Section 1.13 shall be deemed incorporated herein by reference.

12.21 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 though 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.

12.22 SURVIVAL

Either party's right to monitor, evaluate, enforce, audit and review, any obligations to indemnify and insure, any assurances and certifications, and items of financial responsibility shall survive the expiration or earlier termination of this Agreement. Any provision of this Agreement which contains a restriction or requirement which extends beyond the date of termination or expiration set forth herein shall survive expiration or earlier termination of this Agreement and be enforceable.

12.23 FURTHER ASSURANCE

The Parties shall execute, acknowledge, deliver, and cause to be done, executed, acknowledged and delivered all such further documents and perform such acts as shall reasonably be requested of it to carry out this Agreement and give effect hereto. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the Parties intend to cooperate with each other in effecting the terms of this Agreement.

12.24 TIME IS OF THE ESSENCE

Time shall be deemed to be of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

12.25 SPECIFIC PERFORMANCE

In addition to all other remedies, CITY's obligations contained herein shall be subject to the remedy of specific performance by appropriate action commenced in a court of competent jurisdiction.

12.26 FORCE MAJEURE

If the performance of this Agreement, or any obligation hereunder is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such non-performance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event shall have the right to terminate this Agreement upon written notice to the party so affected. This section shall not supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.

12.27 COUNTY BUSINESS ENTERPRISE PROGRAM

COUNTY has established a policy relating to County Business Enterprise ("CBE") program participation in all County contracts. Although this Agreement does NOT have assigned CBE goals, CITY shall comply with 24 CFR Part 85.36(e) and take all necessary affirmative steps to utilize small firms, minority-owned firms, women's business enterprises, and labor surplus area firms, whenever possible, as the sources of supplies, equipment and services.

12.28 EXECUTION AUTHORITY

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

12.29 DESIGNATED REPRESENTATIVE

CITY's Designated Representative under this Agreement is Marc LaFerrier, AICP, Director Community Development.

12.30 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by all Parties, each of which, bearing original signatures, shall have the force and effect of an original document.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through the County Administrator, authorized to execute same by action of the Board on May 13, 2014, and CITY OF DANIA BEACH, signing by and through its _____, duly authorized to execute same.

COUNTY

WITNESSES:

BROWARD COUNTY, through the County Administrator

Signature

By _____
Bertha Henry

Print Name

_____ day of _____, 2015

Signature

Print Name

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

Insurance requirements
approved by Broward County
Risk Management Division

By _____
Signature (Date)

By _____
Patrice M. Eichen (Date)
Assistant County Attorney

Print Name and Title above

AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF DANIA BEACH PROVIDING FOR FUNDING AND ADMINISTRATION OF 40th YEAR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS FOR NEIGHBORHOOD INFRASTRUCTURE IMPROVEMENTS (OASIS PROJECT) IN THE AMOUNT OF \$153,487

CITY

ATTEST:

CITY OF DANIA BEACH

By _____
City Clerk

By _____
Signature

Print Name and Title

____ day of _____, 2015

Approved as to legal sufficiency:

By _____
City Attorney

EXHIBIT "A"

PROJECT DESCRIPTION

Project Name: Oasis Project (Neighborhood Infrastructure Improvement Project)

Project Description:

CDBG Funds in the amount of \$153,487 provided by COUNTY under the Agreement shall be used by CITY for the construction/installation of neighborhood infrastructure improvements within CITY's rights-of way, and associated permitting costs. The Project is anticipated to include, but not be limited to, the construction/installation of one (1) entrance sign, four (4) street signs, 10,000 square feet of driveway pavers with approximately 500 tons of sub-base materials, and 500 linear feet of header curb; reworking approximately 2,000 linear feet of swale areas with landscaping, and the reinstallation and relocation of mailboxes and street lights, as necessary.

The Project is located in selected areas within CITY's Community Redevelopment Area (CRA) bounded on the South by Sheridan Blvd., on the West by N. 22nd Avenue, on the East by N.E. 5th Avenue, and on the North by the Dania Beach Cut-off Canal, and is located in Census Tract 801, Block Group 1, 2, and 3 and Census Tract 903, Block Group 2, 3, 4, 5, and 6.

CDBG HUD National Objective: 24 CFR Part 570.208(b)(1), Activities to address slums or blight on an area basis

EXHIBIT "B"

BUDGET TABLE/COSTS FOR PROJECT

Each cost category below reflects the proposed amount necessary to complete the Project by funding source(s).

Funding Sources					
Cost Category		(1) CDBG	(2)NON-CDBG CITY	(3)	Total
A.	Personnel	\$0	\$0		\$0
B.	Fringe Benefits	\$0	\$0		\$0
C.	Travel	\$0	\$0		\$0
D.	Equipment	\$0	\$0		\$0
E.	Supplies	\$0	\$0		\$0
F.	Contractual Services	\$0	\$2,500		\$2,500
G.	Construction	\$151,387	\$0		\$151,387
H.	Other (Permits)	\$2,100	\$0		\$2,100
I.	Total	\$153,487	\$2,500		\$155,987

EXHIBIT "B"

BUDGET TABLE/COSTS FOR PROJECT
(Continued)**BUDGET NARRATIVE**

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

CDBG Funds: \$153,487

Construction: \$151,387

CITY shall utilize the CDBG Funds provided by COUNTY for the construction/installation of neighborhood infrastructure improvements within CITY's rights-of way, and associated permitting costs. The Project is anticipated to include, but not be limited to, the construction/installation of one (1) entrance sign, four (4) street signs, 10,000 square feet of driveway pavers with approximately 500 tons of sub-base materials, and 500 linear feet of header curb; reworking approximately 2,000 linear feet of swale areas with landscaping, and the reinstallation and relocation of mailboxes and street lights, as necessary.

Other: \$ 2,100

CITY shall utilize \$2,100 of the CDBG Funds for permits required for the Project.

Non-CDBG Funds: CITY - \$2,500

Contractual Services: \$2,500

CITY shall pay \$2,500 to Florida Atlantic University (FAU) for students in the senior year of FAU's Civil Engineering Program to provide CITY with concept plans created from their field work. The concept plans shall be used by CITY in the bid documents and during discussions with the neighborhood residents. FAU has already investigated the work and secured photographs for same.

Other Costs:

CITY shall provide in-kind services, through its staff including, but not limited to, Project management and engineering services, as required.

EXHIBIT "B"

BUDGET TABLE/COSTS FOR PROJECT
(Continued)**Allowable Cost for U.S. HUD Share of Budget**

Federal cost principles for grants and contracts with state and local governments are stated in OMB Circular A-87 (implemented at 2 CFR Part 225), Cost Principles for State, Local and Indian Tribal Governments. This document is an extensive and somewhat complicated series of principles governing the allowability of various types of costs under federal grants and contracts. General information concerning the cost principles is summarized below. The following types of costs are specifically unallowable:

- (A) Advertising costs other than those associated with recruitment of personnel and the solicitation of bids for goods and services.
- (B) Bad debts.
- (C) Contingencies.
- (D) Contribution and donations.
- (E) Entertainment.
- (F) Fines and penalties.
- (G) Interest.
- (H) Losses on other grants or contracts.

Most other categories of cost are generally allowable under the cost principles provided the costs are allowable and reasonable. General comments on individual cost elements are listed below:

Salary costs are generally allowable provided they are based on actual current salaries adjusted for any anticipated cost-of-living or merit increases during the grant period. Salary costs for unidentified new employees must be consistent with CITY's overall employee compensation structure. CITY's compensation policy should not change as a result of obtaining a federal grant.

Fringe Benefit costs such as pay for vacations, holidays, sick leave, employee insurance, and unemployment benefits are allowable to the extent required by law or established organizational policy.

EXHIBIT "B"**BUDGET TABLE/COSTS FOR PROJECT**
(Continued)

Travel costs consistent with established organizational policy are generally allowable. The difference between first class and coach air fare is specifically unallowable. In the absence of established organizational travel policy, it is a good practice to adopt policies consistent with the federal travel regulations.

Equipment costs should be based on the least cost method of acquisition (rent, purchase, lease with option to buy) over the grant period as demonstrated by competitive bidding. Equipment costs are only allowable to the extent the equipment is directly necessary to accomplish the grant. The cost of equipment not fully utilized under the grant must be allocated to other organization costs to assure a fair share distribution. Whenever practical, used equipment should be considered in meeting equipment needs.

Material cost directly associated with the Project is allowable. Prices must generally be justified through competitive bids except for nominal purchases.

Subcontracts must be awarded on a competitive basis except in extraordinary circumstances. The same principles applicable to individual cost principles for grantees are generally applicable cost-reimbursement type subcontracts under grants.

Consultant agreements should include a certification by the consultant that the consultant rate is equal to or less than the lowest rate the consultant accepts for comparable work. Additionally, Congress prohibits the salary component of consultant fees under HUD grants from exceeding the applicable approved rate schedule.

Construction costs include construction of new buildings, structures, or other real property as well as alteration or repair of existing structures. Construction costs should be supported by detailed cost estimates and competitive bidding. Consult with the Housing Finance and Community Development Division Compliance Officer on applicability of the Davis-Bacon Wage determination to the Project.

Other costs include all types of direct costs not specified above. Normally, such costs include space, telephone, utilities, printing, and other basic operating expenses.

Leverage is that which the municipality or non-profit organization brings to the Project. It may be in the form of services or contributed operating expenses (in-kind contributions) or cash support from the organization itself or from other sources.

EXHIBIT "C"

PROJECT SCHEDULE/TIMELINE

The table below lists the main work tasks required to complete Project objectives before the term of the Agreement expires.

Work Task	Start-Up Date	Date of Completion
Design Plans and Specifications	October 1, 2014	February 28, 2015
Advertise, Bidding and Pre-Bid Meeting	February 1, 2015	March 30, 2015
Bid Opening, Selection, and Award	March 1, 2015	April 30, 2015
Contract execution, Pre-construction Meeting, and Construction	May 1, 2015	August 31, 2015
Punch list Items	August 31, 2015	September 15, 2015
Completion of Construction	September 15, 2015	September 30, 2015

EXHIBIT "D"

MONTHLY PROGRESS REPORT

Reporting Period: _____

Date Report Prepared: _____

A. Project Information:

Agency Name	City of Dania Beach
Person Preparing the Report	
Job Title	
Signature	
Project Name	
Project Start-Up Date	
Project Completion Date	
Amended Completion Date (if applicable)	

B.1 Project Cost

		Funds Expended to Date	Percentage
Total Project	\$	\$	%
CDBG Funds	\$	\$	%
Other Funding (specify source below) _____	\$	\$	%

B.2 Declaration of Agency Budget Changes

Program Income: _____

Source of Program Income: _____

EXHIBIT "D"

MONTHLY PROGRESS REPORT
(Continued)

B.3 Other Grant Awards

Date(s): _____ Dollar Amount(s): _____

Funding Source(s): _____ Funding Contract Person(s): _____

B.4 Describe attempts to secure additional funding:

B.5 Percent of Project completed to date: _____ %

B.6 Anticipated Changes in Staffing:

- 1. Office Hours: _____
- 2. Resignations: _____
- 3. Part-time or Full-time Employee(s):

C.1 Brief Project Description and Project Location (if applicable, include homeowner's name and address, general scope of work performed, and associated expenses):

C.2 Describe specific work tasks and status completed this month:

Work Tasks	Status (i.e., underway, completed)

EXHIBIT "D"

MONTHLY PROGRESS REPORT
(Continued)

C.3 Describe success or problems encountered with the Project:

C.4 Anticipated problems or concerns with the Project. Please identify technical assistance needed and/or requested from Housing Finance and Community Development Division staff.

C.5 Anticipated advertisements and/or other contractual services. If so, has the Housing Finance and Community Development Division staff been advised and appropriate steps taken to assure compliance?

C.6 If applicable, please complete the following Direct Benefit Report Form provided by COUNTY on all program participants.

EXHIBIT "D"

MONTHLY PROGRESS REPORT
(C.6 – Continued)

Indicate persons or households. Only unduplicated counts should be given.

Total number served
this month

Total number served
year to date

Ethnicity

Hispanic
Non-Hispanic

1. Total

Racial Data

Hispanic

- 11. White
- 12. Black/African American
- 13. Asian
- 14. American Indian/Alaskan Native
- 15. Native Hawaiian or other Pacific Islander
- 16. American Indian/Alaskan Native and White
- 17. Asian and White
- 18. Black/African American and White
- 19. American Indian/Alaskan Native and Black/African American
- 20. Other Multi-Racial

2. Total

Income Data

Very Low Income <30% of area median
Low Income <50% of area median
Moderate Income <80% of area median
Non-Low Moderate Income

**income levels must equal persons benefiting*

3. Total

Other Demographic Data

Households
Persons
Homeless
Female Head of Household
Disabled Persons Assisted
Elderly Persons Assisted
Census Tract served

EXHIBIT "D"

MONTHLY PROGRESS REPORT
(C.6 – Continued)

Applicable if implementing one of the following activities:

Public Services/Public Facilities and Improvements

Total number
this quarter

Total number
year to date

Public Services: Of the persons assisted

- Number that have new access to this service or benefit
- Number that have improved access to this service or benefit
- Number that receive a service or benefit that is no longer substandard

1. Total

Public Facilities or Infrastructure Improvements

- Number that have new access to this type of public facility or infrastructure improvement
- Number that have improved access to this type of public facility or infrastructure improvement
- Number served by public facility or infrastructure that is no longer substandard

2. Total

Overnight Shelter / Emergency Housing

- Number of beds created in overnight shelter or other emergency housing

3. Total

EXHIBIT "D"

MONTHLY PROGRESS REPORT
(C.6 – Continued)

Applicable if implementing one of the following activities:

Housing and Economic Development Data

Total number this quarter	Total number year to date
------------------------------	------------------------------

Rehab: Of the total owner units

- Occupied by elderly
- Units moved from sub-standard to standard (HQS or local code)
- Units qualified as Energy Star
- Units made accessible
- Units brought into compliance with lead safety rules (24 CFR Part 35)

1. Total

1st Time Homebuyers: of total households

- Number received housing counseling
- Number down payment assistance/closing costs

2. Total

Assistance to Businesses

- Number of *new* businesses assisted
- Number of *existing* businesses assisted

- Number of existing businesses *expanding*
- Number of existing businesses *relocating*

- Number of businesses assisted with commercial façade treatment/
business building rehab

- Number of businesses assisted that provide goods or services to
meet the needs of a service area, neighborhood or community

- Women-owned business

3. Total

<i>Name of Each Business Assisted</i>	DUNS #	N/A
--	---------------	-----

**DUNS number required for each business*

EXHIBIT "D"

MONTHLY PROGRESS REPORT
(Continued)

D. Program Objectives

* Work Tasks	Projected Yearly Total / Performance	Monthly Progress	Progress Yr-To-Date	Supporting Documentation
Design Plans and Specifications	1			Copies of design plans and specifications
Advertise, Bidding and Pre-Bid Meeting	1			Copy of Ad, minutes, and pre-bid meeting sign-in sheets
Bid Opening, Selection, and Award	1			Copy of bid tabulations, recommendation of award letter
Contract Execution, Pre-construction Meeting, and Construction	1			Copy of executed construction contract, pre-construction meeting minutes/sign-in sheets, and construction progress/inspection reports
Punch list Items	1			Copy of punch list items
Completion of Construction	1			Final invoice and supporting documentation from Contractor to CITY

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

EXHIBIT "E"

REQUEST FOR PAYMENT

**Community Development Block Grant Program
40th Year Funding**

Contract Period: _____ to _____

1. Project Name:			
2. Organization:		Telephone Number:	
3. Billing Number:			
4. Billing Period Covered:			
5. % of Total Contract, Expended thru this Billing:			
6. Cost Categories	Total Expenditures Up to Last Billing	Expenditures This Billing	Total Expenditures To Date
A. Project Costs			
Salary & Fringes			
Contractual			
Construction			
Other Project Costs			
Total Expenditures			
Funds Obligated: (By Funding Agreement)			
Balance			
B. In-kind			

EXHIBIT "E"

REQUEST FOR PAYMENT

(Continued)

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

Total Request for Reimbursement \$ _____

8. Certification:
I certify that items 1 - 7 of this billing are correct and just and are based upon obligation(s) of record for the Project; that the work and services are in accordance with the Broward County approved Agreement including any amendments thereto; and that the progress of the work and services under the Project Agreement are satisfactory and are consistent with the amount billed.

Signature and Title of Authorized Official
Form 608.700 Revised 06/04

Date

**EXHIBIT "F"
INSURANCE REQUIREMENT**

TYPE OF INSURANCE	MINIMUM LIABILITY LIMITS		
		Each Occurrence	Aggregate
COMMERCIAL GENERAL LIABILITY Broad form or equivalent <i>With no exclusions or limitations for:</i> <input checked="" type="checkbox"/> Premises–Operations <input checked="" type="checkbox"/> Explosion, Collapse, Underground Hazards <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <input type="checkbox"/> Other:	Bodily Injury		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	\$ 1 mil	\$ 1 mil
	Personal Injury		
BUSINESS AUTO LIABILITY COMPREHENSIVE FORM <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Scheduled <input checked="" type="checkbox"/> Any Auto	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	\$ 500 k	
EXCESS/UMBRELLA LIABILITY <i>May be used to supplement minimum liability coverage requirements.</i>	Follow form basis or Add'l insd endorsement is required		
<input checked="" type="checkbox"/> WORKERS' COMPENSATION <i>If exempt: State Exemption Certificate or letter on company letterhead is required.</i> <input checked="" type="checkbox"/> EMPLOYERS' LIABILITY	Chapter 440 FS	STATUTORY	U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water
	(each accident)		
<input type="checkbox"/> POLLUTION LIABILITY OR ENVIRONMENTAL IMPAIRMENT LIABILITY WITH CLEAN-UP COSTS	(each accident)		
	Extended coverage period		
<input type="checkbox"/> BUILDER'S RISK (PROPERTY) "ALL RISK" WITH WIND AND FLOOD Coverage must remain in force until written final acceptance by County.	Maximum Deductible: \$10 k DED for WIND or WIND & FLOOD not to exceed 5% of completed value CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		Completed Value form
<input type="checkbox"/> Installation floater Coverage must be "All Risk", completed value. Coverage must remain in force until written final acceptance by County.	Maximum Deductible: CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE	\$10 k	Completed Value form
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES BROWARD COUNTY AND CITY ARE LISTED AS ADDITIONAL INSURED ON THE GENERAL LIABILITY POLICY.			

CERTIFICATE HOLDER:
Broward County
 115 South Andrews Avenue
 Fort Lauderdale, FL 33301

Revised 2013