

**INTERDEPARTMENTAL COOPERATION AGREEMENT
MEMORANDUM OF UNDERSTANDING
FOR
CITY OF LAUDERHILL
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

THIS AGREEMENT, entered this 1st day of October, 2019 by and between the Grants Division, a subdivision of the Administration Department (herein called “GRANTS”) and the Finance Department (herein called the “FINANCE”).

WHEREAS, the City of Lauderhill has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; and

WHEREAS, GRANTS wishes to engage the Finance Department to assist the City of Lauderhill in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

I. SCOPE OF SERVICE

A. Activities

FINANCE will be responsible for administering a CDBG Program Year 2019 Micro Loan and Commercial Property Improvement Programs in a manner satisfactory to GRANTS and consistent with any standards required as a condition of providing these funds. Such program will include the following activities eligible under the Community Development Block Grant program:

Program Delivery

Project #1 Economic Development – Financial assistance to private, for-profit, businesses with loans for commercial façade improvements and/or general support services.

Activity #1 – Micro-Loan Program

Activity #2 – Commercial Property Improvement Program

General Administration

Establish and maintain administrative, financial, reporting, and record keeping systems consistent with the requirements of the Community Development Block Grant program and other applicable federal, state, and local requirements. These activities generally consist of the following elements:

1. Establish financial and record keeping system for project.
2. Complete applicable civil rights requirements.
3. Follow the City CDBG Procurement Procedures.
4. Submit all payment requests and project reports to GRANTS.

5. Resolve all monitoring issues, if identified.

B. National Objectives

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

FINANCE certifies that the activity (ies) carried out under this Agreement will meet the following National Objective: benefit low- and moderate-income persons. The services will be limited to a specific group of people, at least 51% of whom are low- and moderate-income persons. These activities are foster the development, support, improvement, and expansion of businesses creating an accessible and suitable living environment for the residents.

C. Levels of Accomplishment – Goals and Performance Measures

The levels of accomplishment may include such measures as units rehabbed, persons or households assisted, or meals served, and should also include time frames for performance.

FINANCE agree to provide the following levels of program services and will report the GRANTS on a monthly basis:

<u>Activity</u>	<u>Total Units/Year</u>
Activity #1 Micro-Loan Program	4 per cycle
Activity #2 Commercial Property Improvement	3

The unit of measurement is the number of businesses serving low- and moderate-income persons.

D. Staffing

FINANCE shall assign staff as necessary to carry out the provisions of this contract. Procurement of professional services and construction contracts shall meet the requirements of federal, state, and local laws, and this contract.

E. Performance Monitoring

GRANTS will monitor the performance of FINANCE against goals and performance standards as stated above. Substandard performance as determined by GRANTS will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by FINANCE within a reasonable period of time after being notified by GRANTS, contract suspension or termination procedures will be initiated.

II. TIME OF PERFORMANCE

Services of FINANCE shall start on the 1st day of October, 2019 and end on the 31st day of September, 2021. The term of this Agreement and the provisions herein shall be extended to

cover any additional time period during which FINANCE remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

<u>Line Item</u>	<u>Amount:</u>
Salaries	
Staff	\$ _____
Legal Services	_____
Fringe	_____
Office Space (Program only)	_____
Utilities	_____
Communications	_____
Reproduction/Printing	_____
Supplies and Materials	\$ _____
Mileage/Trip	_____
Audit	_____
Other (Specify)	
Loan creation	\$100,000.00
Construction	\$260,000.00
Indirect Costs (Specify)	_____
TOTAL	\$360,000.00

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, GRANTS may require a more detailed budget breakdown than the one contained herein, and FINANCE shall provide such supplementary budget information in a timely fashion in the form and content prescribed by GRANTS. Any amendments to the budget must be approved in writing by both GRANTS and FINANCE.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by GRANTS under this Agreement shall not exceed \$360,000. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

Payments may be contingent upon certification of FINANCE's financial management system in accordance with the standards specified in 24 CFR 85.20.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via inter-department mail or sent by e-mail. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

GRANTS

Desorae Giles-Smith
Deputy City Manager
Administration Department
5581 W. Oakland Park Blvd.
Lauderhill, FL 33313
954-730-3002
Fax: 954-730-3025
Email: dgiles@lauderdale-fl.gov

FINANCE

Sean Henderson
Deputy Finance Director
Finance Department
5581 W. Oakland Park Blvd.
Lauderhill, FL 33313
954-714-1535
Fax: 954-730-4228
Email: shenderson@lauderdale-fl.gov

VI. SPECIAL CONDITIONS

CDBG funds may not be used to assist for-profit businesses, including expansions, as well as infrastructure improvement projects or business incubator projects designed to facilitate business relation IF:

- *the funding will be used to assist directly in the relocation of a plant, facility or operation; and*
- *the relocation is likely to result in a significant loss of jobs in the labor market area from which the relocation occurs.*

FINANCE must demonstrate a sufficient benefit in return for the CDBG investment. FINANCE must create guidelines and objectives for evaluating project costs and financial requirements.

Standards for evaluating public benefits are mandatory. FINANCE is responsible for ensuring that a minimum level of public benefit is obtained when CDBG funds are used for special economic development projects. The standards have two (2) levels: standards for individual activities and aggregate standards.

VII. GENERAL CONDITIONS

A. General Compliance

FINANCE agree to comply with the requirements as defined in 24 C.F.R. 570 Subpart J of these regulations. FINANCE also agree to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. FINANCE further agree to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Grant Recognition

FINANCE shall insure recognition of the role of the Community Development Block Grant in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, FINANCE will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

C. Amendments

GRANTS or FINANCE may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by the contract representatives, and approved by the City Attorney. Such amendments shall not invalidate this Agreement, nor relieve or release GRANTS or FINANCE from its obligations under this Agreement.

GRANTS may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both GRANTS and FINANCE.

D. Suspension or Termination

In accordance with 24 CFR 85.43, GRANTS may suspend or terminate this Agreement if FINANCE materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of FINANCE to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by FINANCE to GRANTS reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either GRANTS or FINANCE, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, GRANTS determines that the remaining portion of the award will not accomplish the purpose for which the award was made, GRANTS may terminate the award in its entirety.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

FINANCE agrees to comply with 24 CFR 85.21–26 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

FINANCE shall administer its program in conformance with OMB Circular A-87, “Cost Principles for State, Local, and Indian Tribal Governments”, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

FINANCE shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 24 CFR 85.21–26; and
- g. Other records necessary to document compliance with Subpart J of 24 CFR Part 570.

2. Retention

FINANCE shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the City of Lauderhill’s annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

3. Client Data

FINANCE shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to GRANTS monitors or their designees for review upon request.

4. Disclosure

FINANCE understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of GRANTS's or FINANCE's responsibilities with respect to services provided under this contract, is prohibited by the Public Records Act as set forth in Chapter 42.56 RCW unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

FINANCE's obligation to GRANTS shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to GRANTS), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that FINANCE has control over CDBG funds, including program income.

6. Audits & Inspections

All FINANCE records with respect to any matters covered by this Agreement shall be made available to GRANTS, the grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by FINANCE within 30 days after receipt by FINANCE. Failure of FINANCE to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments.

C. Reporting and Payment Procedures

1. Program Income

FINANCE shall report annually all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by FINANCE shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, FINANCE may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to GRANTS at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to GRANTS.

2. Indirect Costs

If indirect costs are charged, FINANCE will develop an indirect cost allocation plan for determining the appropriate FINANCE's share of administrative costs and shall submit such plan to GRANTS for approval, in a form specified by GRANTS.

3. Payment Procedures

GRANTS will pay to FINANCE funds available under this Agreement based upon information submitted by FINANCE and consistent with any approved budget and GRANTS policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by FINANCE, and not to exceed actual cash requirements. Payments will be adjusted by GRANTS in accordance with advance fund and program income balances available in FINANCE accounts. In addition, GRANTS reserves the right to liquidate funds available under this contract for costs incurred by GRANTS on behalf of FINANCE.

4. Progress Reports

FINANCE shall submit regular Progress Reports to GRANTS in the form, content, and frequency as required by GRANTS.

D. Procurement

1. Compliance

FINANCE shall comply with current GRANTS policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to GRANTS upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, FINANCE shall procure all materials, property, or services in accordance with the requirements of 24 CFR 85.36.

3. Travel

FINANCE shall obtain written approval from GRANTS for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 85 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. FINANCE shall transfer to GRANTS any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under FINANCE's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 may not change the use from that for which the acquisition or improvement was made unless affected citizens are provided with reasonable notice of, and opportunity to comment on, any proposed change, and the new use of such property qualifies as meeting one of the CDBG National Objectives pursuant to 24 CFR 570.208. If FINANCE fails to use CDBG-assisted real property in a manner that meets a

CDBG National Objective, FINANCE shall pay GRANTS 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 GRANTS. The real property acquired or improved under this Agreement will no longer be subject to any CDBG requirements at such time as five years after the close-out of the City of Lauderhill's participation in the entitlement CDBG Program.

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

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

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

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

FINANCE agrees to comply with local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

FINANCE agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, FINANCE shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City of Lauderdale and the United States are beneficiaries of and entitled to enforce such covenants. FINANCE, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

FINANCE agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. GRANTS shall provide FINANCE with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

FINANCE agrees that it shall be committed to carry out pursuant to GRANTS's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. GRANTS shall provide Affirmative Action guidelines to FINANCE to assist in the formulation of such program. FINANCE shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women- and Minority-Owned Businesses (W/MBE)

FINANCE will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. FINANCE may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

FINANCE shall furnish and cause each of its own divisions or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by GRANTS, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

FINANCE will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of FINANCE's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

FINANCE will, in all solicitations or advertisements for employees placed by or on behalf of FINANCE, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

FINANCE will include the provisions of Paragraphs X.A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own divisions or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

FINANCE is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

FINANCE agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. FINANCE agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. FINANCE shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to GRANTS for review upon request.

FINANCE agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by GRANTS pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Department of its obligation, if any, to require payment of the higher wage. The FINANCE shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. “Section 3” Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon GRANTS, FINANCE and any of FINANCE’s divisions and subcontractors. Failure to fulfill these requirements shall subject GRANTS, FINANCE and any of FINANCE’s divisions and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. FINANCE certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

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

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

FINANCE further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is

located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

FINANCE certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

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

c. Subcontracts

FINANCE will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. FINANCE will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

FINANCE shall not assign or transfer any interest in this Agreement without the prior written consent of GRANTS thereto; provided, however, that claims for money due or to become due to FINANCE from GRANTS under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to GRANTS.

2. Subcontracts

a. Approvals

FINANCE shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of GRANTS prior to the execution of such agreement.

b. Monitoring

FINANCE will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

FINANCE shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

FINANCE shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to GRANTS along with documentation concerning the selection process.

3. Hatch Act

FINANCE agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

FINANCE agrees to abide by the provisions of 24 CFR 570.611, which include (but are not limited to) the following:

- a. FINANCE shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of FINANCE shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside

information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City of Lauderhill, FINANCE, or any designated public agency.

5. Lobbying

FINANCE hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- 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, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all FINANCES shall certify and disclose accordingly:
- d. Lobbying Certification

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

6. Copyright

If this contract results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

FINANCE agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

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

- Clean Air Act, 42 U.S.C. , 7401, *et seq.*;
- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), FINANCE shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

FINANCE agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

FINANCE agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

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

XII. SEVERABILITY

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

XIII. SECTION HEADINGS AND SUBHEADINGS

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

XIV. WAIVER

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

XV. ENTIRE AGREEMENT

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

Date _____

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

[GRANTS]

[FINANCE]

By _____

By _____

Desorae Giles-Smith, City Manager

Sean Henderson, Deputy Finance Director