

INTERLOCAL AGREEMENT

Between

BROWARD COUNTY

and

CITY OF MARGATE

for

DISBURSEMENT OF HOME PROGRAM FUNDS
HOUSING REHABILITATION PROGRAM – MINOR HOME REPAIR

FY 2014 FUNDING

IN THE AMOUNT OF \$78,448.00

Agreement No. 14-HFCD-136-HOME

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This is an Interlocal 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 MARGATE, a municipal corporation of the State of Florida, hereinafter referred to as "CITY," collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the Parties are entering into this Agreement pursuant to Section 163.01, Florida Statutes, also known as the Florida Interlocal Cooperation Act of 1969; and

WHEREAS, the Parties are members of the Broward County HOME Investment Partnership Program Consortium ("HOME Consortium"), and are subject to the terms and conditions of that certain HOME Consortium Agreement entered into by all HOME Consortium members dated June 14, 2011; said HOME Consortium Agreement is incorporated herein by reference; and

WHEREAS, COUNTY, in its representative capacity to the U. S. Department of Housing and Urban Development ("H.U.D.") for all members of the HOME Consortium, is the recipient of HOME Investment Partnership Program grants funds ("HOME Funds") from H.U.D., and COUNTY desires to allocate a portion of the HOME Funds to various municipalities within the HOME Consortium, including CITY; and

WHEREAS, the Board adopted Resolution #2014-293 dated May 13, 2014, approving FY 2014 funding to CITY under COUNTY's HOME Program, for housing rehabilitation activities in CITY; and

WHEREAS, COUNTY is required to enter into this Agreement with CITY in order for CITY to contract with a third party(ies) to perform HOME eligible activities within CITY; 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 document, Articles 1 through 14, 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 **Contract Administrator** - The Contract Administrator for COUNTY is the Director of the Division or the Assistant Director of the Division. The primary responsibilities of the Contract Administrator are to coordinate and communicate with CITY and 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.
- 1.4 **County Administrator** - The administrative head of COUNTY appointed by the Board.
- 1.5 **County Attorney** - The chief legal counsel for COUNTY appointed by the Board.
- 1.6 **Division** – The Housing Finance and Community Development Division.
- 1.7 **HOME** - The HOME Investment Partnerships Program pursuant to the HOME Investment Partnership Act set forth in 24 C.F.R. Part 92.
- 1.8 **HOME Funds** - The HOME Investment Partnerships Grant Funds provided to CITY by COUNTY pursuant to the terms of this Agreement.

- 1.9 **H.U.D.** - The United States Department of Housing and Urban Development.
- 1.10 **Income Eligible Households** - The term Income Eligible Households means one (1) or more natural persons or a family (including students who reside in the household) that have a gross income for the household that does not exceed eighty percent (80%) of the area median income (AMI) adjusted for family size for households within the metropolitan statistical area (MSA) for Broward County.
- 1.11 **Project** - The Project consists of the services described in Article 2.
- 1.12 **Property** - The property(ies) assisted with HOME Funds under this Agreement for the Project.
- 1.13 **Rules and Regulations of H.U.D.** - The rules and regulations of H.U.D., including, but not limited to, 24 C.F.R. Part 92 (HOME Investment Partnerships Program Final Rule, revised April 1, 2001), Fair Housing Act - Section 301 of the Housing and Urban-Rural Recovery Act of 1983; Pub. Law No. 98-181, 97 Stat. 1155, CPD Notice 92-18, Procedures for the Cash and Management Information (C/MI) System for the HOME Program, which are incorporated herein by reference.

ARTICLE 2

SCOPE OF SERVICES

- 2.1 CITY shall provide for housing rehabilitation activities in accordance with the terms of this Agreement, and as outlined in Exhibit "A," Project Description. CITY may contract with a third party to perform individual scopes of work or projects for each Property assisted under this Agreement for Income Eligible Households deemed qualified by CITY in accordance with this Agreement, and consistent with the Rules and Regulations of H.U.D. related to HOME eligible activities.
- 2.2 In accordance with 24 C.F.R. Subpart E, Eligible and Prohibited Activities 92.2057 - 92.215, "HOME eligible activities" are defined as Homeowner Rehabilitation, Homebuyer Activities, Rental Housing and Tenant-based Rental Assistance.
- 2.3 CITY shall review each Property's scope of work for compliance with the requirements set forth herein prior to any third party contractor performing any work or activities for the Project.

ARTICLE 3

FUNDING

- 3.1 Funding Amount. The maximum amount of FY 2014 HOME Funds provided by COUNTY to CITY under this Agreement shall be set forth in the applicable category below, and further described in Exhibit "B," Costs/Budget for Project. The HOME Funds shall be administered by CITY in accordance with Exhibit "B."

Check applicable category: ☒ Regular HOME Dollars - \$78,448.00
☐ 15% Community Housing Development
Organization (CHDO) set aside \$ _____

- 3.2 Regular HOME Dollars means HOME Funds allocated by COUNTY to CITY in accordance with 24 C.F.R. Part 92.2 that are not designated as a fifteen percent (15%) CHDO set aside, as described below, and CITY shall administer the Project and subcontract the performance of the HOME eligible activities to be provided under this Agreement.

CHDO means a Community Housing Development Organization established in accordance with 24 C.F.R. Part 92.2, and approved by COUNTY. CHDO's are established solely to provide access to a certain set-aside of federal HOME program funds and whose primary purpose is to develop affordable housing for CITY. Federal regulations require COUNTY, as the participating jurisdiction, to set aside fifteen percent (15%) of each fiscal year's HOME fund allocation specifically for CHDO development-related activities. If applicable, CITY shall administer the fifteen percent (15%) CHDO set aside in accordance with 24 C.F.R. Subpart G and enter into an agreement with a COUNTY approved CHDO to provide the HOME eligible activities under this Agreement.

In the event H.U.D. reduces the HOME funding allocation to the HOME Consortium, COUNTY shall reduce CITY's allocation proportionately.

ARTICLE 4

CONTRACTS WITH THIRD PARTIES

In the event CITY elects to contract with a third party contractor(s), including a COUNTY-approved CHDO, to perform any HOME eligible activities with HOME Funds provided by COUNTY under this Agreement, CITY shall enter into a written agreement with the third party contractor which contains the provisions specified in 24 C.F.R. Part 92.504, and provide a copy of same to COUNTY.

ARTICLE 5

COMPLIANCE WITH REQUIREMENTS

In addition to the general compliance with laws provision set forth in Section 14.13, CITY shall comply with all requirements imposed by the Rules and Regulations of H.U.D., any other applicable federal and local regulations, as well as, requirements which may be imposed by the HOME Consortium, collectively referred to herein as "HOME Rules and Regulations." Such HOME Rules and Regulations shall be incorporated herein by reference.

ARTICLE 6

TIMETABLE

The term of this Agreement shall commence on October 1, 2014 ("Effective Date"), and shall end September 30, 2016, as further described in Exhibit "C," Timetable/Schedule for Project, unless extended or terminated earlier as provided for herein. This Agreement may be extended by the Parties for additional term(s) of up to one (1) year each, upon CITY's written request to the Contract Administrator, in order to complete the Project. For COUNTY, the County Administrator is authorized to enter into any extensions to the term of this Agreement. CITY shall expend the HOME Funds allocated to the Project within the term of this Agreement.

ARTICLE 7

FUNDING AND METHOD OF PAYMENT

- 7.1 The maximum amount of HOME Funds payable by COUNTY to CITY under this Agreement shall be Seventy-eight Thousand Four Hundred Forty-eight Dollars (\$78,448.00).
- 7.2 CITY shall invoice COUNTY monthly for eligible costs, as described in 24 C.F.R. Part 92.205 and Exhibit "A," Project Description, in accordance with Exhibit "G" Request for Payment, as follows:
 - 7.2.1 CITY shall provide documentation of costs associated with any CITY personnel providing services for the Project under this Agreement.
 - 7.2.2 CITY shall provide COUNTY with an executed original of any third party contract authorizing the work to be done on the Project.
 - 7.2.3 CITY shall submit a certified copy of the purchase order authorizing the services for which it is invoicing.

- 7.2.4 In the event CITY uses a third party contractor to perform any Project services under this Agreement, CITY shall submit to COUNTY a certified copy of the third party contractor's invoice stating the services rendered and the date the services were rendered.
- 7.2.5 CITY's administrator or the administrator's authorized representative shall certify that the work that is being invoiced has been completed.
- 7.3 CITY shall submit invoices for reimbursement of rehabilitation expenditures in a timely manner. These invoices shall identify the nature of the work performed, the phase of work, and the estimated percent of work accomplished. The invoice shall show a summary of fees with accrual of the total and credits for portions paid previously. Upon receipt of invoices and supporting documentation as described in Section 7.2, the Division shall audit the invoices and documentation to determine whether the items invoiced have been completed and that the invoiced items are proper for payment.
- 7.4 Upon determination by the Division that the work or materials invoiced have been received or completed, the Division shall make payment to CITY the amount it determines, pursuant to the audit, to be payable.
- 7.5 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.
- 7.6 Events which shall be sufficient cause for suspension of payments by COUNTY include, but are not limited to:
- 7.6.1 Ineligible use of HOME Funds;
- 7.6.2 Failure to comply with the terms of this Agreement;
- 7.6.3 Failure to submit reports as required, including a favorable audit report;
- 7.6.4 Submittal of incorrect or incomplete reports in any material respect; and
- 7.6.5 Failure to comply with the indemnification obligations under this Agreement.
- 7.7 CITY shall not request disbursement of HOME Funds under this Agreement until the HOME Funds are needed for the payment of eligible costs for the Project as described in 24 C.F.R. Part 92.205. Program Income, interest earned or loan repayments, as defined in 24 C.F.R. Part 92.503, hereinafter collectively referred to as ("recapture monies"), derived from the Project shall be accounted for by CITY and reported to COUNTY in the Monthly Progress Report described in Article 8. Program Income received by CITY from HOME eligible activities shall

be deducted first by COUNTY from any invoice submitted by CITY for eligible costs. The remaining balance of eligible costs shall be requested from COUNTY on a properly completed billing form attached hereto as Exhibit "G," Request for Payment. In the event CITY withdraws from the HOME Consortium, CITY shall transfer the monies referenced in this Section 7.7 to COUNTY within sixty (60) days, unless H.U.D. has designated CITY as a Participating Jurisdiction, wherein CITY will retain the HOME Funds for use in its own HOME program.

- 7.8 COUNTY shall pay CITY within thirty (30) calendar days from receipt of CITY's Request for Payment, as required by the "Broward County Prompt Payment Ordinance," Section 1-51.6, Broward County Code of Ordinances. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the Request for Payment form and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of CITY to comply with a term, condition, or requirement of this Agreement.

- 7.9 Payments to CITY shall be sent to:

City Manager
City of Margate
5790 Margate Blvd.
Margate, Florida 33063

- 7.10 CITY shall ensure that there is an expenditure of HOME Funds provided by COUNTY under this Agreement every ninety (90) days, where possible. It is mandatory that there is an expenditure of HOME Funds within twelve (12) months of the Effective Date of this Agreement.
- 7.11 CITY shall pay its third party contractors and suppliers within ten (10) days following receipt of payment from COUNTY for such work or supplies.
- 7.12 The Division Director shall be authorized to approve line item changes to the budget information set forth in Exhibit "B," Costs/Budget for Project, provided such changes do not result in an increase in the funding amount set forth in this Agreement, and are set forth in the form of an amendment as provided in Section 14.21.
- 7.13 In the event CITY, or any of its third party contractors, cause any HOME Funds provided by COUNTY under this Agreement to be expended in violation of the terms of this Agreement, or if CITY fails to complete the Project in accordance with this Agreement, whether voluntarily or otherwise, such event constitutes a material breach of this Agreement, and CITY shall be provided notice in accordance with Section 14.10, identifying the nature of the default and providing CITY with an opportunity to cure said default within thirty (30) calendar days of receipt of such notice. In the event CITY fails to cure the default to the

reasonable satisfaction of COUNTY, COUNTY shall have the right to terminate this Agreement or suspend payment to CITY in whole or part. If payments are withheld, the Division shall specify in writing the actions that must be taken by CITY as a condition precedent for resumption of payments, and specify a reasonable date for compliance. In the event of termination of this Agreement by COUNTY for cause, CITY shall be responsible to refund to COUNTY all HOME Funds expended in violation of this Agreement from nonfederal resources if required by HUD, and if this Agreement is still in force, any subsequent request for payment shall be withheld by COUNTY until paid.

- 7.14 Any documentation required by CITY 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. Third Street
Fort Lauderdale, Florida 33301

ARTICLE 8

REPORTS

- 8.1 The Parties shall cooperate in the preparation of any and all reports required under this Agreement. CITY shall furnish to COUNTY any information COUNTY requests for preparation of reports required under the HOME Rules and Regulations, specifically 24 C.F.R. Parts 92 and 85.36 including, but not limited to, the Consolidated Plan and the Annual Performance Report.
- 8.2 CITY shall complete and submit to COUNTY on a Monthly Progress Report in the form attached hereto as Exhibit "D," Monthly Progress Report. The first Monthly Progress Report shall be due one (1) month after the Effective Date of this Agreement. Upon completion of the Project described in this Agreement, CITY shall complete and furnish to COUNTY, the Project Completion Form, in the form attached hereto as Exhibit "F."

ARTICLE 9

ASSURANCES

- 9.1 The Assurances set forth herein shall survive the expiration or earlier termination of this Agreement.
- 9.2 CITY shall comply with the provisions of 24 C.F.R. Part 135 and Subpart A, "General Provisions" and the provisions of 24 C.F.R., Part 5, Subpart A, "Generally Applicable Definitions and Requirement; Waivers."

- 9.3 CITY shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, et seq.), prohibiting discrimination on the basis of race, color, and national origin in programs and activities receiving federal funding.
- 9.4 CITY shall comply with the anti-lobbying legislation set forth in 24 C.F.R. Part 87 and in the Consolidated Plan.
- 9.5 CITY shall administer, in good faith, a policy designed to assure a workplace free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.
- 9.6 CITY shall take all reasonable steps pursuant to 24 C.F.R. Part 92, subpart H, to minimize the displacement of persons as a result of the Project and carry out those activities described in subpart H, except CITY shall not be required to assume COUNTY's responsibilities for environmental review under 24 C.F.R. Part 92.352.
- 9.7 Housing assisted with HOME Funds constitutes H.U.D. associated housing for the purpose of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4821, et seq.) and is subject to 24 C.F.R. Part 35.
- 9.8 Pursuant to 24 C.F.R. Part 24, neither CITY nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in the Project.
- 9.9 CITY shall comply with applicable uniform administrative requirements, as described in 24 C.F.R. Part 92.505.
- 9.10 HOME Funds shall not be provided to primarily religious organizations as further specified in 24 C.F.R. Part 92.257.
- 9.11 CITY shall keep such books and records as will allow COUNTY to comply with the record keeping requirements of 24 C.F.R. Part 92.
- 9.12 CITY shall comply with the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u, Section 3), pertaining to economic opportunities for low and very low-income persons. CITY shall encourage local economic development, neighborhood economic improvements and individual self-sufficiency to the greatest extent feasible and consistent with existing federal, state and local laws and regulations, be directed to low and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low and very low-income persons in the affected project neighborhood.

- 9.13 CITY shall comply with 24 C.F.R. Part 92.50 relating to subsidies for HOME Assisted Units. The maximum HOME Assisted Unit subsidy shall not be increased above two hundred forty percent (240%) of the base limits authorized by Section 221(d)(3)(ii) of the National Housing Act (12 U.S.C. 17151(d)(3)(iii)).
- 9.14 CITY shall comply with 24 C.F.R. Part 92.50 relating to subsidy layering and underwriting for the Project.
- 9.15 CITY shall comply with Title VIII of the Civil Rights Act of 1968, known as the Fair Housing Act (42 U.S.C. 3601 et seq.).

ARTICLE 10

TERMINATION

- 10.1 This Agreement is subject to the availability of HOME Funds. In the event HOME Funds become unavailable, this Agreement shall terminate upon CITY's receipt from COUNTY of no less than twenty-four (24) hours' notice. Said notice shall be provided in accordance with Section 14.10, Notices. COUNTY shall be the final authority as to the availability of HOME Funds.
- 10.2 If, through any cause, CITY fails to commence work on the Project, as set forth in Exhibit "C," Timetable/Schedule for Project, within ninety (90) days from the date of COUNTY's issuance of the Notice to Incur Costs, or fails to fulfill in a timely and proper manner its obligations under this Agreement, or if CITY shall violate any of the terms of this Agreement, COUNTY, at the discretion of and through the County Administrator, shall have the right to terminate this Agreement or suspend payment, in whole or part, by providing written notice to CITY of such termination or suspension of payment and specifying the effective date thereof, at least five (5) days before the effective date of termination or suspension. If payments are withheld, the Division shall specify in writing the actions that must be taken by CITY as a condition precedent to resumption of payments and should specify a reasonable date for compliance.
- 10.3 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. An erroneous termination for cause shall be considered a termination for convenience. If CITY elects to terminate this Agreement, or otherwise terminates, withdraws, or ceases its membership in the HOME Consortium, CITY shall not be entitled to a refund or return of any unused portion of the HOME funding allocation.
- 10.4 Notwithstanding the above, CITY shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by

CITY, and COUNTY may withhold any payments to CITY, for the purposes of setoff until such time as the exact amount of damages is determined.

- 10.5 In the best interests of the Program and in order to better serve the people in the target areas and fulfill the purposes of this Agreement, either party may terminate this Agreement for convenience by providing the other party with thirty (30) days' written notice of its intent to terminate, stating its reasons for such termination. In the event COUNTY terminates this Agreement, COUNTY shall pay CITY for any documented and committed eligible Project expenses in accordance with the terms of this Agreement and specifically Exhibit "B," Costs/Budget for Project. 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 contractor on CITY's behalf, for Project activities under this Agreement. However, after COUNTY provides notice of termination to CITY, CITY shall not encumber any HOME Funds under this Agreement, and COUNTY shall not be required to reimburse CITY for any eligible Project expenses under this Agreement encumbered after COUNTY's notice of termination that were not documented and committed prior to COUNTY providing notice of termination, if COUNTY is not able to obtain such funding from H.U.D. for the payment of these costs. The County Administrator is authorized to terminate this Agreement on behalf of COUNTY pursuant to this Section 10.5 upon the Administrator's determination that termination is in the best interests of COUNTY and the Program.
- 10.6 All requests for amendments to this Agreement shall be submitted in writing to the Division Director no less than ninety (90) days prior to the expiration date of this Agreement.
- 10.7 If, in the opinion of the Division Director, CITY has violated the terms of this Agreement, the Division Director may bring the matter before the County Administrator for consideration.

ARTICLE 11

LIABILITY AND INDEMNIFICATION

- 11.1 CITY is a state agency as defined in Section 768.28, Florida Statutes, and shall be fully responsible for acts and omissions of its agents, contractors, or employees in the performance of its obligations under this Agreement, 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.

- 11.2 In the event that CITY contracts with a third party contractor(s) ("Contractor") to perform any work or activities set forth herein for the Project, any contract with such Contractor shall include the following provisions:
- 11.2.1 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.
- 11.3 Performance Bond. Performance bond requirements are unrealistic for such small jobs contemplated by the Project; therefore, in lieu of any performance bond requirements, COUNTY shall withhold an amount of ten percent (10%) on each invoice submitted by CITY for performance of services under this Agreement. Upon the satisfactory completion of each individual Project and after COUNTY's review and approval, COUNTY shall remit to CITY the ten percent (10%) portion of the amounts previously withheld.

ARTICLE 12

INSURANCE

- 12.1 CITY is a state agency subject to 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. Additionally, in the event CITY elects to purchase excess liability coverage, CITY shall furnish COUNTY with a Certificate of Insurance listing Broward County as certificate holder and an additional insured.
- 12.2 In the event CITY enters into a contract with a third party contractor(s) ("Contractor") to perform any work on the Project, the contract with such Contractor shall include, at a minimum, the following provisions:
- 12.2.1 Insurance: Contractor shall at all times during the term of this Agreement maintain in full force and effect, at Contractor's sole cost and expense, insurance of the types and amounts as set forth on Exhibit "H," a copy of which is attached hereto and incorporated herein by reference as if set forth in full, and shall name Broward County as an additional insured.

ARTICLE 13

FINANCIAL RESPONSIBILITY

- 13.1 CITY shall give COUNTY, H.U.D., and the U. S. Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents relating to the Project.
- 13.2 CITY shall comply with the requirements and standards of OMB Circular A-87 (relocated to 2 C.F.R. Part 225), "Cost Principles for State, Local, and Indian Tribal Governments" and 24 C.F.R. Part 85, which are incorporated herein by reference.
- 13.3 In the event CITY, or any of its third party contractors, has caused any HOME Funds provided under this Agreement to be expended in violation of this Agreement, CITY shall be responsible to refund such HOME Funds in full to COUNTY from nonfederal resources if required by H.U.D., or if this Agreement is still in force, any subsequent request for payment shall be withheld by COUNTY.
- 13.4 CITY shall comply with the audit requirements of OMB Circular A-133, entitled "Audits of States, Local Governments and Non-Profit Organizations. The audit must be filed with COUNTY within one hundred eighty (180) days after the close of each fiscal year in which CITY received HOME Funds under this Agreement. All HOME Funds provided by COUNTY should be shown via explicit disclosure in the annual financial statements or the accompanying notes to the financial statements.
- 13.5 Late submission of financial statements or management letters shall result in suspension of payment under this Agreement until the required documentation is received and accepted by COUNTY. Suspension of payment shall not excuse CITY from continued delivery of service; however, COUNTY will not pay any invoices during the period of suspension. Any corrections to the financial statements requested by COUNTY shall be made by CITY and submitted to COUNTY within sixty (60) days after COUNTY's written request is received by CITY.
- 13.6 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.

ARTICLE 14

MISCELLANEOUS

14.1 NO DISCRIMINATION

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 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 contractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. 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 the 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 all monies paid by COUNTY pursuant to this Agreement, and may result in debarment from COUNTY's competitive procurement activities.

14.2 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:

- 14.2.1 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;
- 14.2.2 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;
- 14.2.3 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
- 14.2.4 Meet all requirements for retaining public records and transfer to COUNTY, at no cost, all public records in its possession 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 14.2 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.

14.3 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 that are related to this Project or the HOME Program for the period of time required by 24 C.F.R. Part 92, 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 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 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 contractors, as applicable, shall make same available at no cost to COUNTY in written form.

CITY and its third party contractors 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. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or five (5) 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, by written contract, require its third party contractors to agree to the requirements and obligations of this Section 14.3.

14.4 AFFIRMATIVE MARKETING POLICY

CITY shall comply with the Affirmative Marketing Policy, attached hereto as Exhibit "E," as it relates to marketing the Project to Income Eligible Households.

14.5 PUBLIC ENTITY CRIME

No HOME Funds provided by COUNTY to CITY under this Agreement shall be subcontracted by CITY to any entity which has been placed on the discriminatory vendor list, as provided in Section 287.134, Florida Statutes, or which has been debarred under COUNTY's competitive procurement activities. A violation of this Section 14.5 by CITY shall entitle COUNTY to terminate this Agreement and recover from CITY all monies paid by COUNTY pursuant to this Agreement which have been expended in violation of this section.

14.6 RECAPTURE AND AFFORDABILITY

CITY shall ensure that the recapture and affordability restrictions set forth in 24 C.F.R. Part 92.503 are enforced by requiring the Income Eligible Homeowners to execute the following documents relating to the amount of assistance for their individual Project: Mortgage, Promissory Note, and a Declaration of Restrictive Covenants in favor of CITY, for an affordability period of ten (10) years in compliance with 24 C.F.R. Part 92.503 as further described in Exhibit "A," Project Description, each in a form substantially similar to the documents provided by COUNTY for CITY's use.

14.7 WITHDRAWAL FROM THE HOME CONSORTIUM

Should CITY elect to withdraw from the HOME Consortium and be approved by HUD to become a HOME Participating Jurisdiction (meaning CITY receives HOME Funds to operate its own HOME Program), COUNTY shall transfer to CITY any recapture monies, as provided for in Article 7, attributable to CITY's allocation of HOME Funds available at the time CITY withdraws from the HOME

Consortium. In such event, upon transfer of the HOME Funds to CITY, CITY shall assume all obligations and responsibilities attributable to such HOME Funds.

Should CITY elect to withdraw from the HOME Consortium and not be eligible to become a HOME Participating Jurisdiction, CITY shall transfer to COUNTY any recapture monies, as provided for in Article 7, attributable to CITY's HOME funding allocation during the period of time CITY was a HOME Consortium member. In this event, COUNTY shall retain all obligations and responsibilities attributable to such HOME Funds.

If CITY elects to withdraw from the HOME Consortium, CITY shall provide COUNTY with notice of termination for convenience as provided for in Section 10.5 herein. CITY shall transfer any monies in its possession referenced in this section to COUNTY within sixty (60) days of termination of this Agreement.

14.8 INDEPENDENT CONTRACTORS

CITY is an independent contractor under this Agreement. Services provided by CITY pursuant to this Agreement shall be subject to the supervision of 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.

14.9 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 that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

14.10 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:

Director, Broward County Housing Finance
and Community Development Division
110 Northeast 3rd Street - Third Floor
Fort Lauderdale, Florida 33301

FOR CITY:

City Manager
City of Margate
5790 Margate Blvd.
Margate, Florida 33063

14.11 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. CITY is permitted to subcontract the performance of services required by this Agreement in accordance with the terms and conditions set forth herein. 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.

14.12 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.

14.13 COMPLIANCE WITH LAWS

CITY shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

14.14 CONFLICT OF INTEREST

CITY shall comply with the requirements of 24 C.F.R. Part 92.356 relative to the Conflict of Interest provisions. Any possible conflicting interest on the part of CITY, its employees, or agents, shall be disclosed in writing to the Division.

14.15 SURVIVAL

Either party's right to monitor, evaluate, enforce, indemnify and insure, audit and review, and any assurances 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 termination or expiration of this Agreement and be enforceable.

14.16 SEVERANCE

In the event 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 either party 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.

14.17 JOINT PREPARATION

The Parties and their counsel have participated fully in the review and revision 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.

14.18 INTERPRETATION

The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. 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 or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article.

14.19 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 Articles 1 through 14 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 14 shall prevail and be given effect.

14.20 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 acknowledge that jurisdiction of any controversies or legal disputes arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **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.**

14.21 AMENDMENTS

This Agreement may only be amended by written consent of the Parties in a form of equal dignity and formality as this Agreement. Such amendments shall be subject to approval of the Board, except the County Administrator shall be authorized to execute amendments that change the term of the Agreement, or that change the Project, provided such Project consists of HOME eligible activities under HOME Rules and Regulations and does not result in an increase in the funding amount set forth herein.

14.22 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.

14.23 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 14.23 shall not supersede or prevent the exercise of any right the Parties may otherwise have to terminate this Agreement.

14.24 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, pursuant to 24 C.F.R. Parts 85.36(e) or 84.44(b), CITY shall take affirmative steps to use small firms, minority-owned firms, or labor surplus area firms when possible as the sources of supplies, equipment and services.

14.25 DESIGNATED REPRESENTATIVE

CITY's Designated Representative under this Agreement shall be the City Manager.

14.26 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the Parties. The attached Exhibits "A" - "H" are incorporated into and made a part of this Agreement.

14.27 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she has full authority to execute this Agreement on behalf of the party.

14.28 MULTIPLE ORIGINALS

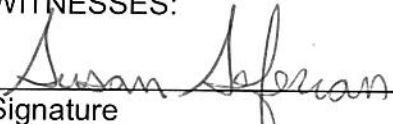
Multiple copies of this Agreement may be executed by the Parties, each of which, bearing original signatures, shall have the force and effect of an original document.

(Remainder of Page Intentionally Left Blank)

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

COUNTY

WITNESSES:


Signature

SUSAN SEFERIAN

Print Name


Signature

JODI GARDNER

Print Name

BROWARD COUNTY, through the
County Administrator

By 
for Bertha Henry

25th day of September, 2014

Insurance requirements
approved by Broward County
Risk Management Division

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

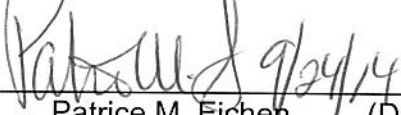
By  9/24/14
Signature (Date)

Risk Management Division

Print Name and Title above

Risk Insurance and

Contracts Manager

By  9/24/14
Patrice M. Eichen (Date)
Assistant County Attorney

PME:hb
HOME ILA MARGATE Housing Rehab 071114.doc
07/22/14
#14-129.12




INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF
MARGATE FOR DISBURSEMENT OF HOME PROGRAM FUNDS HOUSING
REHABILITATION PROGRAM – MINOR HOME REPAIR FY 2014 FUNDING IN THE
AMOUNT OF \$78,448.00

CITY

ATTEST:

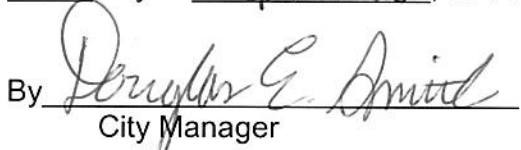
By 
City Clerk
Joseph F. Kavanagh, City Clerk

CITY OF MARGATE

By 
Mayor, Lesa Peerman

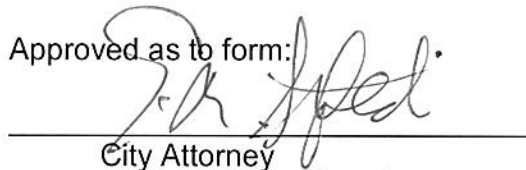
Lesa Peerman
Print/Type Name

3rd day of September, 2014

By 
City Manager

Douglas E. Smith
Print/Type Name

3rd day of September, 2014

Approved as to form:

City Attorney

Eugene M. Stenfeld

EXHIBIT "A"

PROJECT DESCRIPTION

FY 2014 Funding

Project Description - City of Margate Housing Rehabilitation Program

Allocation HOME Funds: \$78,448.00

The HOME Funds in the amount of \$78,448.00 provided by COUNTY to CITY under the Agreement shall be used for housing rehabilitation activities. A minimum of one (1) Income Eligible Homeowner shall be assisted in an amount up to Fifty Thousand Dollars (\$50,000.00) per homeowner. Any remaining HOME Funds under the Agreement shall be rolled over to CITY's next Project year so long as the CITY remains a member of the HOME Consortium.

CITY shall ensure that each Income Eligible Homeowner assisted with HOME Funds under the Agreement execute a Promissory Note and Mortgage which includes the following requirements:

- Ten (10) year term, 0% interest deferred payment.
- Loan due upon sale, transfer, rental, cash-out, refinance, or home equity loan, and
- 10% of loan forgiven each year on the anniversary date of the loan, provided the property remains the primary residence of the homeowner.
- Loan position no lower than second.
- Subordination policy, no lower than second position and with no cash out.

Applicants shall be processed by CITY in accordance with CITY's Project guidelines.

CITY shall place advertisements, if necessary, in the Sun Sentinel to establish new list of potential applicants for assistance under the Agreement, verify income eligibility of applicants and ensure the performance of lead based paint testing and abatement, as needed, in accordance with 24 C.F.R. Part 92.355 for each property assisted under the Agreement.

EXHIBIT "A"

PROJECT DESCRIPTION
(Continued)

CITY shall comply with HOME Rules and Regulations governing the Project, including, but not limited to the following:

- Maximum value of a property after rehabilitation work is limited to Section 203(b) of 24 C.F.R. Part 92.
- Lead based paint testing and abatement, as needed 24 C.F.R. Part 92.355.
- Assistance shall be provided only to Income Eligible Households as defined in the Agreement.
- Federal procurement procedures set forth in 24 C.F.R. Part 92.505 are applicable to the selection of any contractor performing activities under the Agreement on behalf of CITY.
- Ensure that the recapture and affordability restrictions set forth in the Agreement are followed.
- Provide COUNTY with an individual scope of work and a tax assessment for each property to be assisted prior to committing any HOME funds.
- Review tax assessed value and scope of work to determine if the value of the property after rehabilitation work is completed meets HOME guidelines.

EXHIBIT "B"

COSTS/BUDGET FOR PROJECT
FY 2014 Funding

FUNDING SOURCE

Category	HOME	TOTAL
A. Construction (hard and soft costs)		
Direct Client Subsidy	\$50,000.00	\$50,000.00
B. TOTAL	\$50,000.00	\$50,000.00*

Budget Narrative FY 2014 Funding

<u>Category</u>	<u>Funding Source HOME</u>
A. Construction:	
Direct Client subsidy, Construction, inspections Including, but not limited to, assessment, work specification, lead based paint testing, and abatement, and filing fee for lien recording.	\$50,000.00
B. Total HOME Funds available for the Project	\$50,000.00

**There will be a balance of \$28,448.00 of the total HOME Funds of \$78,448.00 available if the entire home repair project and related costs total \$50,000.00. The balance of \$28,448.00 (\$78,448.00 minus \$50,000.00) will be rolled over into CITY's next Project year so long as CITY remains a member of the HOME Consortium, and such funds shall be used towards another home repair project as described in Exhibit "A," Project Description, of the Agreement.*

EXHIBIT "C"

TIMETABLE/SCHEDULE FOR PROJECT
FY 2014 FUNDING

Work Task	Start-Up Date	Date of Completion
Program Marketing/Public Notice	October 1, 2014	December 31, 2014
Application Processing	November 1, 2014	April 30, 2015
Monthly Progress Reports	December 1, 2014	September 30, 2016
Repairs in Progress	January 1, 2015	August 30, 2016
Repairs Completed	June 1, 2016	August 30, 2016
Close-out Report	August 1, 2016	September 30, 2016

EXHIBIT "D"

MONTHLY PROGRESS REPORT

Period Covered: _____ to _____ Date of Report: _____

A. Project Information.

Agency:

Person Preparing the Report:

Signature and Title:

Project Title:

Project Start-up Date:

Project Completion Date:

Amended Completion Date:

B.1 Project Cost.

	<u>Budget</u>	<u>Funds Expended</u>	<u>Percentage</u>
Total Project	\$ _____	\$ _____	_____ %
HOME Funding	\$ _____	\$ _____	_____ %
Other Funding	\$ _____	\$ _____	_____ %

B.2 Declaration of Agency Budget Changes.

Program Income/Recapture:

Source of Program Income/Recapture:

B.3 Other Grant Awards.

Date(s): _____ Dollar Amount _____

Funding Source _____

B.4 Percent of Project Completed to date. _____

EXHIBIT "D"

MONTHLY PROGRESS REPORT
(continued)

C. 1 Describe specific work tasks and qualified accomplishments completed this month:

Task

Qualified
Accomplishments
This Month

C.2 Describe success or problems encountered with the Project:

C.3 Anticipated problems or concerns with the Project: Please identify technical assistance needed and/or requested from the Housing Finance and Community Development Division staff.

C.4 Anticipated advertisements and/or other contractual services: If applicable, has the Housing Finance and Community Development Division staff been advised and appropriate steps taken to assure compliance?

D. Program Objectives:

Work Tasks	Projected Yearly/ <u>Total Performance</u>	Monthly <u>Progress</u>	Progress <u>YTD</u>	Supporting <u>Documentation</u>
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EXHIBIT "D"

MONTHLY PROGRESS REPORT
(continued)

DIRECT BENEFIT REPORT FORM

Please specify total number of persons or households (as applicable)
assisted/served since execution of the Agreement.

Households	Persons	Low to Moderate Income	Low Income	White-Not Hispanic Origin	Black-Not Hispanic Origin	American Indian or Alaskan Native	Hispanic	Asian or Pacific Islander	Female Headed Household

EXHIBIT "E"

AFFIRMATIVE MARKETING POLICY

A. AFFIRMATIVE MARKETING:

1. DISSEMINATION OF INFORMATION

The following methods shall be used to inform the public, owners and potential tenants about Federal Fair Housing Laws and the marketing policy of the Housing Finance and Community Development Division.

From time to time, developer or owner shall canvass the eligible areas disseminating program and fair housing information flyers to tenant associations, civic associations, public service agencies, tenant groups, civic and fraternal organizations, churches, housing counseling, consumer affairs, business and non-profit groups.

Public service announcements will be made on radio and television stations. Press releases will be placed in newspapers and other publications circulated widely in target areas.

The Equal Housing Opportunity logo will be used on all printed materials.

2. OWNER PRACTICES & PROCEDURES

Each owner must adhere to the following requirements and practices in order to carry out the affirmative marketing policies of the Housing Finance and Community Development Program.

Advertise in circulars and periodicals having wide distribution in target areas. Display leaflets, brochures, and other printed materials containing the equal housing logo in conspicuous locations at places frequented by potential tenants and persons least likely to apply for the rental housing.

3. SPECIAL OUTREACH

Special contact will be made by owners with programs providing services to legal aliens and refugees, at churches frequented by legal aliens and refugees and other groups least likely to apply without these special efforts.

4. FAILURE TO COMPLY WITH REQUIREMENTS

Failure on the part of an owner to comply with the affirmative marketing requirements provided herein, or to cure or remedy identified violations within thirty (30) days of notification of violations shall result in the loan becoming immediately due and payable.

EXHIBIT "E"

AFFIRMATIVE MARKETING POLICY (continued)

B. CIVIL RIGHTS

No person shall be discriminated upon based on race, color, sex, age, marital status, handicap, religion or national origin in the rental, lease, sale, or use of the property to be constructed with HOME Investment Partnership Program (HOME) Funds obtained through the HOME Program in accordance with Title 8 of the Civil Right Act of 1968, 42 USC 3601-3619, and the HUD Fair Housing Code 24 C.F.R. Parts 14, 100, 103-106, 109, 110, 115, and 121.

C. INTEREST OF PUBLIC BODY

No member of the governing body of Broward County or any employee of the Housing Finance and Community Development Division may have any interest, direct or indirect, in the proceeds of any loan or in any contract entered into by the borrower for the performance of work financed, in whole or in part, with the proceeds of the loan.

D. DISPLACEMENTS

Multi-Family housing projects are designed to increase the supply of rental housing for low and very low income families. However, in the event that displacement occurs, relocation will be conducted in accordance with COUNTY's relocation policies. Information on this policy may be obtained from the Broward County Housing Finance and Community Development Division, 110 NE 3rd Ave., Third Floor, Fort Lauderdale, Florida 33301.

The existing evaluation and monitoring activities conducted by the Housing Finance and Community Development Division will be applied to the HOME Program to ensure compliance with local and federal policies, regulations, and required reports. In instances of noncompliance, corrective action will be taken.

PROJECT COMPLETION FORM
HOMEOWNER REHAB

[illegible]

EXHIBIT "G"

REQUEST FOR PAYMENT

Broward County Board of Commissioners, Broward County Florida
Housing and Community Development Division

HOME PROGRAM
FY 2014 FUNDING
CONTRACT PERIOD _____ THROUGH _____
HOME Funding Amount: \$ _____

1. Project: _____
2. City: _____
3. Billing # _____ 4. Billing Period Covered _____
5. % of Total Contract Expended through this Billing _____

6. Cost Categories	Total Expenditures Up to last billing	Expenditures this billing	Total Expenditures to date
--------------------	--	------------------------------	-------------------------------

Project Costs:

(Itemized per Exhibit "B")

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
TOTALS	\$ _____	\$ _____	\$ _____

EXHIBIT "G"

REQUEST FOR PAYMENT
(continued)

Detail of Request for Payment (attach copies of backup for billing)

<u>Vendor/Client Name</u>	<u>Invoice #</u>	<u>Description</u>	<u>Amount</u>
---------------------------	------------------	--------------------	---------------

Certification: I certify that this billing is correct and just and based upon obligations of record for this project; that the work and services are in accordance with a 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

Date

EXHIBIT H

Insurance Requirements

The following coverage is deemed the minimum insurance required for this project. The selected firm must be prepared to provide proof of insurance commensurate with or in excess of this requirement. Any deviation is subject to the approval of Risk Management.

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 checked="" type="checkbox"/> Other: Mobile Equipment	Bodily Injury		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	\$ 500 k	\$ 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)	\$ 100 k	
<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 \$10 k CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		Completed Value form
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES BROWARD COUNTY AND CITY ARE LISTED AS AN ADDITIONAL INSURED ON THE GENERAL LIABILITY POLICY.			
REFERENCE:			
CERTIFICATE HOLDER:			
Broward County 115 South Andrews Avenue Fort Lauderdale, FL 33301			

Revised 2013