CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS PROGRAM SUBRECIPIENT AGREEMENT

THIS	SUBRECIPIENT	AGREEMENT	(the	"Agreement")	is	entered	into	this _	d	ay	of
	, 20	_ between the C	ITY O	F POMPANO E	BEA	CH, a Flo	rida m	nunicipa	l corporati	on (the
"CITY	") and BOYS & GIR	LS CLUBS OF E	BROW	ARD COUNTY,	, IN	C., a Florid	da not	for prof	it corporati	on (the
"SUBF	RECIPIENT").										
FUND	ING SOURCE:								al Recove n Rescue	-	1
AMO	JNT:			Up to \$25	50,0	00.00			- tito		
TERM	OF THE AGREEM	MENT:		Date of e	xec	ution-De	cemb	er 31, 2	026		
UEI N	UMBER:			FB7JNE0	3JN	ICJ9					
CDFA	NUMBER:			21.027							

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth in this Agreement, the parties understand and agree as follows:

ARTICLE I

EXHIBITS AND DEFINITIONS

1.1	EXHIBITS.	Attached and forming a part of this Agreement are the following Exhibits:
	Exhibit A	Scope of Work and Budget
	Exhibit B	Reimbursement Request/Reporting Requirements
	Exhibit C	Certification Regarding Lobbying Form
	Exhibit D	Certification Regarding Debarment, Suspension and other Responsibility
		Matters (Primary Covered Transactions Form).
	Exhibit E	Crime Entity Affidavit
	Exhibit F	Drug Free Work Place Certification
	Exhibit G	Insurance Requirements
	Exhibit H	Subrecipient Resources

1.2 DEFINED TERMS.

As used in this Agreement, the following terms shall mean:

Act or 31 CFR Part 35

American Rescue Plan Act of 2021 and Department of Treasury Interim Final Rule, as may be amended.

Agreement Records:

Any and all books, records, documents, information, data, papers, letters, materials, and computerized or electronic storage data and media, whether written, printed, computerized, electronic or electrical, however collected or preserved which is or was produced, developed, maintained, completed, received or compiled by or at the direction of the SUBRECIPIENT or any subcontractor in carrying out the duties and obligations required by the terms of this Agreement, including, but not limited to, financial books and records, ledgers, drawings, maps, pamphlets, designs, electronic tapes, computer drives and

diskettes or surveys.

ARPA Program:

American Rescue Plan Act Program.

SLFRF:

The Coronavirus State and Local Government Fiscal

Recovery Fund.

ARPA Requirements:

The requirements contained in 31 CFR Part 35 RIN 1505-

AC77 and the Uniform Guidance (2 CRF Part 200).

Department:

The City of Pompano Beach Department of Housing and

Urban Improvement.

Federal Award:

Any federal funds received by the SUBRECIPIENT from any source during the period of time in which the SUBRECIPIENT is performing the obligations set forth in this Agreement.

this Agreement.

Unemployed/Underemployed Person:

A person who is currently unemployed or underemployed

as a result of the impacts of the Covid-19 Pandemic.

USDT:

The United States Department of Treasury.

ARTICLE II ACKNOWLEDGMENTS

The SUBRECIPIENT, as a participant in the City's SLFRF Program, acknowledges, understands and agrees to the following and has provided the requisite documentation in order to participate in such Program:

- 2.1 The SUBRECIPIENT has submitted a Work Program Scope, attached as **Exhibit A** to this Agreement that includes the following:
 - 2.1.1 A description detailing the activities to be carried out by the SUBRECIPIENT as a result of the expenditure of SLFRF AND ARPA Funds, including, where appropriate, the measurable objectives, the intended participants or beneficiaries, target goals, demographic and geographic area, program benefits, timelines, and in general detail how these activities will ensure that the intended beneficiaries will be served.
 - 2.1.2 A schedule of activities and measurable objectives. The schedule is intended to provide projected milestones and deadlines for the accomplishment of tasks in carrying out the Work Program. These projected milestones and deadlines are a basis for measuring actual progress during the term of this Agreement. These items are in sufficient detail to provide a sound basis for the CITY to effectively monitor performance by the SUBRECIPIENT under this Agreement.
- 2.2 Reimbursement request requirements are located under **Exhibit B**, which includes: Relevant documentation needed in order to substantiate the reimbursement requests.
- 2.3 Certification Regarding Lobbying Form (Exhibit C)
- 2.4 Certification Regarding Debarment, Suspension and other Responsibility (Exhibit D)
- 2.5 Crime Entity Affidavit (Exhibit E)
- 2.6 A list of the SUBRECIPIENT'S present officers and members of the Board, if applicable (names, addresses and telephone numbers).
- 2.7 A list of key staff persons (with their titles) who will carry out the Work Program.
- 2.8 Job description and resumes for all positions funded in whole or in part under this Agreement (if applicable).
- 2.9 A letter accepting the OMB Super Circular, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule" and 31 CFR Part 35.
- 2.10 Copy of the SUBRECIPIENT'S last federal income tax return.
- 2.11 ADA Certification.

- 2.12 Drug Free Certification (Exhibit F).
- 2.13 Subrecipient Resources (Exhibit H)
- 2.14 All other documents reasonably required by the CITY.

ARTICLE III

TERMS AND PROCEDURES

3.1 CITY AUTHORIZATION:

For the purpose of this Agreement, the Department will act on behalf of the CITY in the fiscal control, programmatic monitoring and nonmaterial modification of this Agreement, except as otherwise provided in this Agreement.

3.2 EFFECTIVE DATE AND TERM:

Subrecipient may use Award funds to cover eligible costs incurred from March 3, 2021 to December 31, 2026, as long as the obligations are incurred by December 31, 2024 and liquidated by December 31, 2026.

3.3 OBLIGATIONS OF SUBRECIPIENT:

The SUBRECIPIENT shall carry out the services and activities as prescribed in its Scope of Work and Budget, which is attached as **Exhibit A** and incorporated and made a part of this Agreement, in a manner that is lawful, and satisfactory to the City, and in accordance with the written policies, procedures, and requirements as prescribed in this Agreement, and as set forth by USDT and the CITY. Any obligations imposed upon the CITY, pursuant to its administration of or participation in the USDT funded SLFRF AND ARPA Program, shall become the obligation of the SUBRECIPIENT, who understands, acknowledges and agrees that all such obligations shall be accomplished to the City's satisfaction.

3.4 LEVEL OF SERVICE:

Should start-up time for the Work be required or in the event of the occurrence of any delays in the activities described in Exhibit A, the SUBRECIPIENT shall immediately notify the Department in writing, giving all pertinent details and indicating when the Work shall begin and/or continue. It is understood and agreed that the SUBRECIPIENT shall maintain the level of activities and expenditures in existence prior to the execution of this Agreement. Any activities funded through or as a result of this Agreement shall not result in the displacement of employed workers, impair existing agreements for services or activities, or result in the substitution of funds allocated under this

Agreement for other funds in connection with work which would have been performed in the absence of this Agreement.

ARTICLE IV

SLFRF AND ARPA FUNDING AND DISBURSEMENT REQUIREMENTS

4.1 COMPENSATION:

The City shall pay the Award to SUBRECIPIENT on a reimbursement basis.

The SUBRECIPIENT shall submit reimbursement requests to the Office of Housing and Urban Improvement no later than 15 days after the end of each calendar quarter for the duration of the Project. Such requests shall be in a form acceptable to the City and include, where applicable for construction projects, certification by the SUBRECIPIENT's engineer that the amounts are eligible Project costs. The SUBRECIPIENT may not request reimbursements under this Agreement for work that has not been completed.

4.2 <u>INSURANCE</u>:

At all times during the term of this Agreement, the SUBRECIPIENT shall maintain insurance acceptable to the CITY. Prior to commencing any activity under this Agreement, the SUBRECIPIENT shall furnish to the CITY original certificates of insurance indicating that the SUBRECIPIENT is in compliance with the provisions outlined at **Exhibit G**.

4.3 USE OF FUNDS:

A. The City shall pay the SUBRECIPIENT the Award to cover necessary expenses related to the activities specifically described in the SUBRECIPIENT'S Project. If there is a conflict between the terms and provisions in the SUBRECIPIENT'S Project and this Agreement, the terms of this Agreement shall govern.

- B. The SUBRECIPIENT shall only use the Award to cover expenses that are necessary for the completion of the Project and are eligible under SLFRF AND ARPA and this Agreement.
- C. The SUBRECIPIENT may revise the scope of the Project with the approval from the Department, where such revisions to the Project do not materially alter the Project or cause the use of the Award for the revised Project to constitute an ineligible use of SLFRF funds or constitute a change in the category of eligible use of SLFRF funds. In no event shall a revision to the scope of the Project entitle the SUBRECIPIENT to an additional allocation of SLFRF funds by the City unless SUBRECIPIENT makes a request to the City Commission for additional funds. The City of Pompano Beach

Commission, in its sole discretion, may approve and authorize additional SLFRF funds for the Project. However, no such additional allocation is guaranteed.

D. Once the Project is completed, all costs for the management, operation, maintenance, and repair and replacement of the Project (as applicable) shall be the sole responsibility of the SUBRECIPIENT. The City shall have no liability, financial or otherwise, with respect to the management, operation, maintenance, repair or replacement of the Project.

4.4 FINANCIAL ACCOUNTABILITY:

The CITY reserves the right to audit the records of the SUBRECIPIENT at any time during the performance of this Agreement and for a period of five (5) years after its expiration/termination. The SUBRECIPIENT agrees to provide all financial and other applicable records and documentation of services to the CITY. Any payment made shall be subject to reduction for amounts included in the related invoice which are found by the CITY, on the basis of such audit, not to constitute allowable expenditures. Any payments made to the SUBRECIPIENT are subject to reduction for overpayments on previously submitted invoices.

4.5 REPORTING:

SUBRECIPIENT agrees to comply with any reporting obligations established by Treasury as they relate to this award. The SUBRECIPIENT shall submit such reports and adhere to all conditions and obligations as are required by the City including, but not limited to, the SLFRF Reporting Requirements attached to this Agreement as Exhibit B. Such reporting requirements shall extend beyond the term of this Agreement. The City reserves the right to inspect, at any time, the Subrecipient's records that are related to the Project and/or Subrecipient's performance of this Agreement. Notwithstanding any record retention policies, Subrecipient shall maintain all documentation associated with the Project for the period required by State law or Federal law or seven (7) years after Closeout, whichever is greater.

4.6 PRE-AWARD COSTS:

Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

4.7 RECAPTURE OF FUNDS:

The CITY reserves the right to recapture funds in the event that the SUBRECIPIENT shall fail: (i) to comply with the terms of this Agreement, or (ii) to accept conditions imposed by the CITY at the direction of the federal, state and local agencies.

4.8 CONTINGENCY CLAUSE:

Funding pursuant to this Agreement is contingent on the availability of funds and continued authorization for SLFRF AND ARPA Program activities, and is also subject to amendment or termination due to lack of funds or authorization, reduction of funds, and/or changes in regulations.

ARTICLE V

<u>AUDIT</u>

- 5.1 As a necessary part of this Agreement, the SUBRECIPIENT shall adhere to the following audit requirements:
- 5.1.1 If the SUBRECIPIENT expends \$750,000 or more in the fiscal year in federal funds, it shall have a single audit or program specific audit conducted for that year. The audit shall be conducted in accordance with GAGAS and the OMB Super Circular, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule".
- 5.1.2 In addition to the above requirements, the auditor shall perform procedures to obtain an understanding of internal controls and perform sufficient testing to ensure compliance with the procedures. Further the auditor shall determine whether the SUBRECIPIENT has complied with laws, regulations and the provisions of this Agreement.
- 5.1.3 A reporting package shall be submitted within the earlier of 30 days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period. The reporting package will include the certified financial statements and schedule of expenditures of Federal Awards; a summary schedule of prior audit findings; the auditor's report and the corrective action plan. The auditor's report shall include:
 - a) an opinion (or disclaimer of opinion) as to whether the financial statements are presented fairly in all material respects in conformity with generally accepted principles and an opinion (or disclaimer of opinion) as to whether the schedule of expenditures of Federal Awards is presented fairly in all material respects in relation to the financial statements taken as a whole.
 - b) a report on internal controls related to the financial statements and major programs. This report shall describe the scope of testing of internal controls and the results of the test, and, where applicable, refer to the separate schedule of findings and questioned costs.

- c) a report on compliance with laws, regulations, and the provisions of contracts and/or this Agreement, noncompliance with which could have a material effect on the financial statements. This report shall also include an opinion (or disclaimer of opinion) as to whether the SUBRECIPIENT complied with the laws, regulations, and the provisions of contracts and this Agreement which could have a direct and material effect on the program and, where applicable, refer to the separate schedule of findings and questioned costs.
- d) a schedule of findings and questioned cost which shall include the SUBRECIPIENT's compliance with the requirements of the OMB Super Circular, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule" and Coronavirus State and Local Fiscal Recover Funds 31 CFR Part 35 RIN 1505-AC77.
- 5.1.4 If the SUBRECIPIENT expends less than \$750,000 in federal funds in the fiscal year it is exempted from Federal audit requirements for that year and consequently the audit cost is not a reimbursable expense. The City, however, may request the SUBRECIPIENT to have a limited scope audit for monitoring purposes. These limited scope audits will be paid for and arranged by the City and address only one or more of the following types of compliance requirements: activities allowed or unallowed; allowable costs/cost principles; eligibility; matching, level of effort, earmarking; and, reporting.

All reports presented to the City shall, where applicable, include sufficient information to provide a proper perspective for judging the prevalence and consequences of the findings, such as whether an audit finding represents an isolated instance or a systemic problem. Where appropriate, instances identified shall be related to the universe and the number of cases examined and quantified in terms of dollar value.

ARTICLE VI

RECORDS AND REPORTS

6.1 The SUBRECIPIENT shall establish and maintain sufficient records to enable the CITY to determine whether the SUBRECIPIENT has met the requirements of the SLFRF AND ARPA Program. Such reporting requirements shall extend beyond the term of this Agreement. The City reserves the right to inspect, at any time, the Subrecipient's records that are related to the Project and/or Subrecipient's performance of this Agreement. Notwithstanding any record retention policies, Subrecipient shall

maintain all documentation associated with the Project for the period required by State law or Federal law or seven (7) years after Closeout, whichever is greater.

At a minimum, the following records shall be maintained by the SUBRECIPIENT:

- 6.1.1 Records providing a full description of each activity assisted (or being assisted) with SLFRF AND ARPA Funds, including its location (if the activity has a geographical locus), the amount of SLFRF AND ARPA Funds budgeted, obligated and expended for the activity, and the specific provision in 31 CFR Part 35 Subpart 603 (c)(1)(A) of the Social Security Act ARPA Program regulations under which the activity is eligible. SUBRECIPIENT must submit a monthly Project and Expenditure report, as well as a performance report highlighting the status of require scope activities for the Program, as described in more detail at Exhibit B. Treasury's Interim Final Rule and Part 2 of this guidance provide more detail around SLFRF reporting requirements.
- 6.1.2 Records demonstrating that each activity undertaken meets one or more of the purposes enumerated in sections 602(c)(1) and 603(c)(1) of the Social Security Act, as applicable, including those enumerated in section § 35.6, subject to the restrictions set forth in sections 602(c)(2) and 603(c)(2) of the Social Security Act, as applicable. For information on unemployment or underemployed status, the SUBRECIPIENT should obtain evidence that the applicant is unemployed or underemployed (i.e. previous paystubs, tax returns and current pay stubs or unemployment compensation records).

6.1.3 Equal Opportunity Records containing:

- (i) Data on the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funded in whole or in part with SLFRF AND ARPA Funds. Such information shall be used only as a basis for further investigation relating to compliance with any requirement to attain or maintain any particular statistical measure by race, ethnicity, or gender in covered programs.
- (ii) Documentation of actions undertaken to meet the requirements of 24 CFR 570.607(b) which implements Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701U) relative to the hiring and training of low-and moderate-income persons and the use of local businesses.
- 6.1.4 Financial records, in accordance with the applicable requirements listed in 31 CFR Part 35 Subpart A Section 35.4.

6.1.5 Records required to be maintained in accordance with other applicable laws and regulations set forth in Subpart A of 31 CFR.

6.2 RETENTION AND ACCESSIBILITY OF RECORDS:

- The Department shall have the authority to review the SUBRECIPIENT'S records, including 6.2.1 Project and programmatic records and books of account, for a period of seven (7) years from the expiration/termination of this Agreement (the "Retention Period"). All books of account and supporting documentation shall be kept by the SUBRECIPIENT at least until the The SUBRECIPIENT shall maintain records expiration of the Retention Period. sufficient to meet the requirements of 2 CFR § 200.334. Transparency and public accountability for SLFRF award funds and use of such funds are critical to upholding program integrity and trust in all levels of government, and SLFRF award funds should be managed consistent with Administration guidance per Memorandum M-21-20 and Memorandum M-20-21. All records and reports shall be retained and made accessible as provided. The SUBRECIPIENT further agrees to abide by Chapter 119, Florida Statutes, as the same may be amended from time to time, pertaining to public records. The SUBRECIPIENT shall ensure that the Agreement Records shall be at all times subject to and available for full access and review, inspection and audit by the CITY, federal personnel and any other personnel duly authorized by the CITY.
- 6.2.2 The SUBRECIPIENT shall include in all the Department approved subcontracts used to engage subcontractors to carry out any eligible substantive project or programmatic activities, as such activities are described in this Agreement and defined by the Department, each of the record-keeping and audit requirements detailed in this Agreement. The Department shall in its sole discretion determine when services are eligible substantive project and/or programmatic activities and subject to the audit and record-keeping requirements described in this Agreement
- 6.2.3 If the CITY or the SUBRECIPIENT has received or given notice of any kind indicating any threatened or pending litigation, claim or audit arising out of the activities pursuant to the project, the activities and/or the Work Program or under the terms of this Agreement, the Retention Period shall be extended until such time as the threatened or pending litigation, claim or audit is, in the sole and absolute discretion of the Department fully, completely and finally resolved.

- 6.2.4 The SUBRECIPIENT shall notify the Department of the address where all Agreement Records will be retained in writing both during the pendency of this Agreement and after its expiration/termination as part of the final closeout procedure for the program.
- 6.2.5 The SUBRECIPIENT shall obtain the prior written consent of the Department as to the disposal of any Agreement Records within one year after the expiration of the Retention Period.

6.3 PROVISION OF RECORDS:

- At any time upon request by the Department, the SUBRECIPIENT shall provide all Agreement Records to the Department. The requested Agreement Records shall become the property of the Department without restriction, reservation, or limitation on their use. The Department shall have unlimited rights to all books, articles, or other copyrightable materials developed in the performance of this Agreement. These rights include the right of royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use the Work Program for public purposes.
- 6.3.2 If the SUBRECIPIENT receives funds from, or is under regulatory control of, other governmental agencies, and those agencies issue monitoring reports, regulatory examinations, or other similar reports, the SUBRECIPIENT shall provide a copy of each such report and any follow-up communications and reports to the Department immediately upon such issuance, unless such disclosure would be prohibited by any such issuing agency.

6.4 MONITORING:

The SUBRECIPIENT shall permit the Department and other persons duly authorized by the Department to inspect all Agreement Records, facilities, goods, and activities of the SUBRECIPIENT which are in any way connected to the activities undertaken pursuant to the terms of this Agreement, and/or interview any clients, employees, subcontractors or assignees of the SUBRECIPIENT. Following such inspection or interviews, the Department will deliver to the SUBRECIPIENT a report of its findings. The SUBRECIPIENT will rectify all deficiencies cited by the Department within the specified period of time set forth in the report or provide the Department with a reasonable justification for not correcting the same. The Department will determine in its sole and absolute discretion whether or not the SUBRECIPIENT'S justification is acceptable.

At the request of the CITY, the SUBRECIPIENT shall transmit to the CITY written statements of the SUBRECIPIENT's official policies on specified issues relating to the SUBRECIPIENT's activities.

The CITY will carry out monitoring and evaluation activities, including visits and observations by CITY staff; the SUBRECIPIENT shall ensure the cooperation of its employees and its Board members in such efforts. Any inconsistent, incomplete, or inadequate information either received by the CITY or obtained through monitoring and evaluation by the CITY, shall constitute cause for the CITY to terminate this Agreement.

6.5 RELATED PARTIES:

The SUBRECIPIENT shall report to the Department the name, purpose for and any and all other relevant information in connection with any related-party transaction. The term "related-party transaction" includes, but is not limited to, a for-profit or nonprofit subsidiary or affiliate organization, an organization with an overlapping Board of Directors and an organization for which the SUBRECIPIENT is responsible for appointing memberships. The SUBRECIPIENT shall report this information to the Department upon forming the relationship, or if already formed, shall report such relationship prior to or simultaneously with the execution of this Agreement. Any supplemental information shall be promptly reported to the Department.

ARTICLE VII

OTHER SLFRF AND ARPA PROGRAM REQUIREMENTS

- 7.1 The SUBRECIPIENT shall maintain current documentation that its activities are SLFRF and ARPA eligible in accordance with 2 CFR § 200.334.
- 7.2 The SUBRECIPIENT shall ensure and maintain documentation that conclusively demonstrates that each activity assisted in whole or in part with SLFRF and ARPA Funds is an activity which provides benefit to low and moderate-income persons.
- 7.3 The SUBRECIPIENT shall comply with all applicable provisions of Title 31 Part 35and shall carry out each activity in compliance with all applicable federal laws and regulations described therein.
- 7.4 The SUBRECIPIENT shall cooperate with the Department in informing the appropriate citizen participation structures, including the appropriate area committees, of the activities of the SUBRECIPIENT in adhering to the provisions of this Agreement. Representatives of the SUBRECIPIENT shall attend meetings of the appropriate committees and citizen participation structures upon the request of the citizen participation officers or the Department.
- 7.5 SUBRECIPIENT shall, to the greatest possible, give low-and-moderate-income residents of the service areas opportunities for training and employment.
- 7.6 NON-DISCRIMINATION:

The SUBRECIPIENT shall not discriminate on the basis of race, color, national origin, sex, religion, age, marital or family status or disability in connection with the Work Program or its performance under this Agreement. Furthermore, the SUBRECIPIENT agrees that no otherwise qualified individual shall, solely by reason of his/her race, sex, color, religion, national origin, age, marital status or disability, be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

- 7.7 The SUBRECIPIENT shall carry out its Work Program in compliance with all federal laws and regulations, including those described in Subpart A of the ARPA Program regulations (31 Part 35 Subpart A § 35.9).
- 7.8 <u>UNIFORM ADMINISTRATIVE REQUIREMENTS</u>: The SUBRECIPIENT shall comply with the requirements and standards of the OMB Super Circular, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule". The SUBRECIPIENT shall comply with those requirements and prohibitions when entering into subcontracts.
- 7.9 REVERSION OF ASSETS: Upon expiration/termination of this Agreement, the SUBRECIPIENT must transfer to the CITY any SLFRF and ARPA Funds on hand at the time of expiration/termination and any accounts receivable attributable to the use of APRA Funds. Any funds not obligated or expended for eligible uses by December 31, 2024 must be returned to Treasury, including any unobligated or unexpended funds that have been provided to SUBRECIPIENTS and contractors.
- 7.10 ENFORCEMENT OF THIS AGREEMENT: Any violation of this Agreement that remains uncured thirty (30) days after the SUBRECIPIENT'S receipt of notice from the CITY (by certified or registered mail) of such violation may, at the option of the CITY, be addressed by an action for damages or equitable relief, or any other remedy provided at law or in equity. In addition to the remedies of the CITY set forth in this Agreement, if the SUBRECIPIENT materially fails to comply with the terms of this Agreement, the CITY may suspend or terminate this Agreement, as set forth more fully below in Article IX of this Agreement.

ARTICLE VIII

COMPLIANCE WITH LAWS AND REGULATIONS

8.1 SUBRECIPIENT agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. SUBRECIPIENT also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and SUBRECIPIENT shall provide for such compliance

by other parties in any agreements it enters into with other parties relating to this award. Federal regulations applicable to this award include, without limitation, the following:

- 8.1.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- 8.1.2 Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- 8.1.3 Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- 8.1.4 OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- 8.1.5 SUBRECIPIENT Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- 8.1.6 Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- 8.1.7 New Restrictions on Lobbying, 31 C.F.R. Part 21.
- 8.1.8 Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
- 8.1.9 Generally applicable federal environmental laws and regulations.
- 8.2 Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - 8.2.1 Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance; 4

- 8.2.2 The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- 8.2.3 Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies.
- 8.3 <u>FALSE STATEMENTS:</u> SUBRECIPIENT understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
- 8.4 <u>PUBLICATIONS:</u> SUBRECIPIENT understands that any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of SUBRECIPIENT] by the U.S. Department of the Treasury."

ARTICLE IX

REMEDIES, SUSPENSION, TERMINATION

9.1 <u>REMEDIES FOR NONCOMPLIANCE</u>: The CITY retains the right to terminate this Agreement at any time prior to the completion of the services required pursuant to this Agreement without penalty to the CITY. In that event, notice of termination of this Agreement shall be in writing to the SUBRECIPIENT, who shall be paid for those services performed prior to the date of its receipt to the notice of termination. In no case, however, shall the CITY pay the SUBRECIPIENT an amount in excess of the total sum provided by this Agreement.

It is understood by and between the CITY and the SUBRECIPIENT that any payment made in accordance with this Agreement to the SUBRECIPIENT shall be made only if the SUBRECIPIENT is not in default under the terms of this Agreement. If the SUBRECIPIENT is in default, the CITY shall not be obligated and shall not pay to the SUBRECIPIENT any sum whatsoever.

If the SUBRECIPIENT materially fails to comply with any term of this Agreement, the CITY may take one or more of the following courses of action:

- 9.1.1 Temporarily withhold cash payments pending correction of the deficiency by the SUBRECIPIENT, or such more severe enforcement action as the CITY determines is necessary or appropriate.
- 9.1.2 Disallow (that is, deny both the use of funds and matching credit) for all or part of the cost of the activity or action not in compliance.
- 9.1.3 Wholly or partly suspend or terminate the current ARA Funds awarded to the SUBRECIPIENT.
- 9.1.4 Withhold further funding for the SUBRECIPIENT.
- 9.1.5 Take all such other remedies that may be legally available.

9.2 SUSPENSION:

- 9.2.1 The Department may, for reasonable cause temporarily suspend the SUBRECIPIENT'S operations and authority to obligate funds under this Agreement or withhold payments to the SUBRECIPIENT pending necessary corrective action by the SUBRECIPIENT, or both. Reasonable cause shall be determined by the Department in its sole and absolute discretion, and may include:
 - (i) Ineffective or improper use of the funding by the SUBRECIPIENT;
 - (ii) Failure by the SUBRECIPIENT to materially comply with any term or provision of this Agreement;
 - (iii) Failure by the SUBRECIPIENT to submit any documents required by this Agreement; or
 - (iv) The SUBRECIPIENT'S submittal of incorrect or incomplete documents.
- 9.2.2 The Department may at any time suspend the SUBRECIPIENT'S authority to obligate funds, withhold payments, or both.
- 9.2.3 The actions described in paragraphs 9.2.1 and 9.2.2 above may be applied to all or any part of the activities funded by this Agreement.
- 9.2.4 The Department will notify the SUBRECIPIENT in writing of any action taken pursuant to this Article, by certified mail, return receipt requested, or by in person delivery with proof of delivery. The notification will include the reason(s) for such action, any conditions relating to the action taken, and the necessary corrective action(s).

9.3 TERMINATION:

9.3.1 Termination Because of Lack of Funds.

In the event the CITY does not receive funds to finance this Agreement from its funding source, or in the event that the CITY'S funding source de-obligates the funds allocated to fund this Agreement, the Department may terminate this Agreement upon not less than twenty-four (24) hours prior notice in writing to the SUBRECIPIENT. Such notice shall be delivered by certified mail, return receipt requested, or by in person delivery with proof of delivery. In the event that the CITY'S funding source reduces the CITY'S entitlement under the SLFRF Program, the CITY shall determine, in its sole and absolute discretion, the availability of funds for the SUBRECIPIENT pursuant to this Agreement.

- 9.3.2 Termination for Convenience. This Agreement may be terminated for convenience, in whole or in part, by either party, with thirty (30) days prior written notice to the other party.
- 9.3.3 Termination for Breach.

The Department may terminate this Agreement, in whole or in part, in the event the Department determines, in its sole and absolute discretion that the SUBRECIPIENT is not materially complying with any term or provision of this Agreement.

The Department may terminate this Agreement, in whole or in part, in the event that the Department determines, in its sole and absolute discretion, that there exists an event of default under and pursuant to the terms of any other agreement or obligation of any kind or nature whatsoever of the SUBRECIPIENT to the CITY, direct or contingent, whether now or later due, existing, created or arising.

9.3.4 Unless the SUBRECIPIENT'S breach is waived by the Department in writing, the Department may, by written notice to the SUBRECIPIENT, terminate this Agreement upon not less than twenty-four (24) hours prior written notice. Scuh notice shall be delivered by certified mail, return receipt requested, or by in person delivery with proof of delivery. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement. The Agreement's provisions are not intended to be, and shall not be, construed to limit the Department's right to legal or equitable remedies.

ARTICLE X

MISCELLANEOUS PROVISIONS

10.1 <u>INDEMNIFICATION AND SOVEREIGN IMMUNITY</u>: Any Award funds which are determined by the City to be ineligible under SLFRF or ARPA shall be subject to recoupment. To the greatest extent

permitted by law, the SUBRECIPIENT shall indemnify and hold harmless the City, its appointed and elected officials, and employees from any liability, loss, costs (including attorney fees), damage or expense, incurred because of actions, claims or lawsuits for damages resulting from misuse of Award funds by the SUBRECIPIENT, personal or bodily injury, including death, sustained or alleged to have been sustained by any person or persons and on account of damage to property, arising or alleged to have arisen out of the performance of this Agreement, whether or not such injuries to persons or damage to property is due to the negligence of SUBRECIPIENT, its subcontractors, agents, successors or assigns.

Except as expressly provided in this Agreement, no liability shall attach to the CITY by reason of entering into this Agreement.

- A. SUBRECIPIENT shall at all times indemnify, hold harmless and defend the CITY, its officers, officials, employees, volunteers and other authorized agents from and against any and all claims, demands, suit, damages, attorneys' fees, fines, losses, penalties, defense costs or liabilities suffered by the CITY arising directly or indirectly from any act, breach, omission, negligence, recklessness or misconduct of SUBRECIPIENT and/or any of its agents, officers, or employees, including any inaccuracy in or breach of any of the representations, warranties or covenants made by the SUBRECIPIENT, its agents, officers and/or employees, in the performance of services of this contract. SUBRECIPIENT agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all other related costs and expenses, even if the claim(s) is/are groundless, false or fraudulent. To the extent considered necessary by CITY, any sums due SUBRECIPIENT may be retained by CITY until all of CITY's claims for indemnification have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by CITY.
- B. SUBRECIPIENT acknowledges and agrees that CITY would not enter into this Agreement without SUBRECIPIENT's indemnification of the CITY. The parties agree that one percent (1%) of the total compensation paid to SUBRECIPIENT shall constitute specific consideration to SUBRECIPIENT for the indemnification provided under this Article and these provisions shall survive expiration or early termination of this Agreement.
- C. Sovereign Immunity. Nothing in this Agreement shall constitute a waiver by the CITY of its sovereign immunity limits as set forth in section 768.28, Florida Statutes. Nothing in this Agreement shall be construed as consent from either party to be sued by third parties.

- 10.2 <u>AMENDMENTS:</u> No amendments to this Agreement shall be binding unless in writing and signed by both parties. Budget modifications that do not increase the funding amount shall be approved by the Department in writing.
- 10.3 OWNERSHIP OF DOCUMENTS: All documents developed by the SUBRECIPIENT under this Agreement shall be delivered to the CITY upon completion of the activities required pursuant to this Agreement and shall become the property of the CITY, without restriction or limitation on their use if requested by the City. The SUBRECIPIENT agrees that all documents maintained and generated pursuant to this Agreement shall be subject to all provisions of the Public Records Law, Chapter 119, Florida Statutes.

It is further understood by and between the parties that any document which is given by the CITY to the SUBRECIPIENT pursuant to this Agreement shall at all times remain the property of the CITY and shall not be used by the SUBRECIPIENT for any other purpose whatsoever without the prior written consent of the CITY.

- 10.4 <u>AWARD OF AGREEMENT:</u> The SUBRECIPIENT warrants that is has not employed or retained any person employed by the CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person employed by the CITY any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of this Agreement.
- 10.5 <u>NON-DELEGABILITY</u>: The obligations undertaken by the SUBRECIPIENT pursuant to this Agreement shall not be delegated or assigned to any other person or firm, in whole or in part, without the CITY'S prior written consent which may be granted or withheld in the CITY'S sole discretion.
- GOVERNING LAW; VENUE; WAIVER OF TRIAL BY JURY: Agreement must be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement will be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

10.7 CONFLICT OF INTEREST.

10.7.1 SUBRECIPIENT understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each

activity funded under this award. SUBRECIPIENT must disclose in writing to Treasury or the passthrough entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. SUBRECIPIENT covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interest, direct or indirect, with CITY except as permitted pursuant to this Agreement. SUBRECIPIENT further covenants that, in the performance of this Agreement, no person having a conflicting interest shall be employed. Any such interests on the part of SUBRECIPIENT or its employees, must be disclosed in writing to the CITY. SUBRECIPIENT is aware of the conflict of interest laws for any SLFRF or ARPA activities as per 31 CFR Part 35 §35.9 Compliance with applicable laws., which states "a recipient must comply with all other applicable Federal statutes, regulations, and Executive orders, and a recipient shall provide for compliance with the American Rescue Plan Act, this subpart, and any interpretive guidance by other parties in any agreements it enters into with other parties relating to these funds." This includes anyone controlling or influencing any SLFRF or ARPA activities may not: (a) obtain personal or financial interest or benefits, including money, favors, gratuities, entertainment or anything of value that might be interpreted as conflict of interest; (b) obtain a direct or indirect interest in any contract, subcontract or agreement for any SLFRF or ARPA activity. This prohibition extends to contracts in which your spouse, minor child, dependent or business associate may have personal or financial interest. This prohibition extends for a one-year period after you leave a position with an SLFRF or ARPA activity or project; (c) request for exceptions which may enhance the effectiveness of the SLFRF or ARPA project must be made in writing to the CITY and approved by USDT.

- 10.7.2 The SUBRECIPIENT is aware of the conflict of interest laws of the City of Pompano Beach and the State of Florida (Chapter 112, Florida Statutes), and agrees that it shall comply in all respects with the terms of the same.
- 10.7.3 Procurement. The SUBRECIPIENT shall comply with the standards contained within the OMB Super Circular, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Final Rule".
- 10.8 <u>HATCH ACT:</u> SUBRECIPIENT agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

- 10.9 PROTECTION FOR WHISTLEBLOWERS: In accordance with 41 U.S.C. § 4712, SUBRECIPIENT may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of SUBRECIPIENT, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

SUBRECIPIENT shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

- 10.10 <u>INCREASING SEAT BELT USE IN THE UNITED STATES</u>: Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), SUBRECIPIENT should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- 10.11 <u>REDUCING TEXT MESSAGING WHILE DRIVING</u>: Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), SUBRECIPIENT should encourage its employees and contractors to adopt and enforce policies that ban text messaging while driving, and SUBRECIPIENT should establish workplace safety policies to decrease accidents caused by distracted drivers.
- 10.12 <u>NO OBLIGATION TO RENEW:</u> Upon expiration of the term of this Agreement, the SUBRECIPIENT agrees and understands that the CITY has no obligation to renew this Agreement.

10.13 ENTIRE AGREEMENT:

This instrument and its attachments constitute the only Agreement of the parties relating to the SLFRF or ARPA Funds and sets forth the rights, duties, and obligations of each of the parties to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

10.14 GENERAL CONDITIONS:

10.14.1 All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by in person delivery or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time, upon notice in writing. Such notice shall be deemed given on the day on which personally served, or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

CITY OF POMPANO BEACH

Gregory Harrison City Manager 100 W. Atlantic Blvd. Pompano Beach, Florida 33061

SUBRECIPIENT

Matthew Organ

Executive Vice President Co-CEO Mag

Boys & Girls Clubs of Broward County, Inc.

877 NW 61st Street

Fort Lauderdale, FL 33309

- 10.14.2 Title and paragraph headings are for convenient reference and are not a part of this Agreement.
- 10.14.3 In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall control.
- 10.14.4 No waiver of breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.
- 10.14.5 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or the City of Pompano Beach, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent

necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severed, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

- 10.15 <u>INDEPENDENT CONTRACTOR:</u> THE SUBRECIPIENT and its employees and agents shall be deemed to be independent contractors and not agents or employees of the CITY, and shall not attain any rights or benefits under the Civil Service or Pension Ordinances of the CITY or any rights generally afforded classified or unclassified employees; further, they shall not be deemed entitled to the Florida Worker's Compensation benefits as employees of the CITY.
- 10.16 <u>SUCCESSORS AND ASSIGNS</u>. This Agreement shall be binding upon the parties hereto, and their respective heirs, executors, legal representatives, successors, and assigns.
- 10.17 SUBRECIPIENT CERTIFICATION. The SUBRECIPIENT certifies that it possesses the legal authority to enter into this Agreement pursuant to authority that has been duly adopted or passed as an official act of the SUBRECIPIENT'S governing body, authorizing the execution of the Agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the SUBRECIPIENT to act in connection with this Agreement and to provide proof of such authorization as may be required by the City.

10.18. PUBLIC RECORDS:

- A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The SUBRECIPIENT shall comply with Florida's Public Records Law, as amended. Specifically, the SUBRECIPIENT shall:
 - 1. Keep and maintain public records required by the City in order to perform the service.
 - Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
 - Ensure that public records that are exempt or confidential and exempt from public records
 disclosure requirements are not disclosed except as authorized by law for the duration of the
 contract term and following completion of the contract if the SUBRECIPIENT does not transfer
 the records to the City.
- B. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the SUBRECIPIENT, or keep and maintain public records required by the City to perform the service.
 If the SUBRECIPIENT transfers all public records to the City upon completion of the contract, the

SUBRECIPIENT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the SUBRECIPIENT keeps and maintains public records upon completion of the contract, the SUBRECIPIENT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

C. Failure of the SUBRECIPIENT to provide the above described public records to the City within a reasonable time may subject SUBRECIPIENT to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK 100 W. Atlantic Blvd., Suite 253 Pompano Beach, Florida 33060 (954) 786-4611

RecordsCustodian@copbfl.com

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized on the date above written.

"SUBRECIPIENT"

BOYS & GIRLS CLUBS OF BROWARD COUNTY, INC., a Florida not-for-profit corporation

Witnesses:	
Dalvie McIntosh	By: /// act C
Dalvie McIntosh Printed Name	Printed Name
Michele Clarke	CO-CEO Title
Michele Clarke Printed Name	
STATE OF FLORIDA COUNTY OF BROWARD	
online notarization, this 30m	ledged before me, by means of physical presence or □ day of NOVEMBER, 2023, by as Co-CEO of
	a corporation, on behalf of the corporation, who is personally as identification
NOTARY'S SEAL:	Mas Le Cuis NOTARY PUBLIC STATE OF FLORIDA
MARSHA L. WILLIAMS MY COMMISSION # HH 105016 EXPIRES: July 16, 2025 Bonded Thru Notary Public Underwriters	(Name of Acknowledger Typed, Printed or Stamped)
	Commission Number

"CITY":

CITY OF POMPANO BEACH

	Ву:	REX HARDIN, MAYOR
	Ву:	GREGORY P. HARRISON, CITY MANAGER
Attest:		
KERVIN ALFRED, CITY CLERK		(SEAL)
Approved As To Form:		
MARK E. BERMAN, CITY ATTORNEY		

Exhibit A – SCOPE OF WORK AND BUDGET



David & Kay Hughes Administrative Headquarters
H. Wayne & Marti Huizenga Campus
877 Northwest 61st Street
Fort Lauderdale, Florida 33309

Phone: 954-537-1010 Fax: 954-537-1070

November 27, 2023

To Whom It May Concern,

The Pompano Beach Boys & Girls Club (Stephanis Unit) has requested \$250,000 from the City of Pompano to assist with on-going capital improvement projects that will be taking place at this Boys & Girls Club.

The Stephanis Unit is one of the oldest Boys & Girls Club in the Boys & Girls Clubs of Broward County's (BGCBC) footprint. This Club was established in 1976, serving thousands of "at-risk" youths for the past 5 decades providing hope and opportunity for generations of young people.

Measurable Objectives: With the enhancement of the surrounding areas in the year to come, the Stephanis Clubs is in desperate need to upgrade their facility. The BGCBC has secured a matching \$250,000 donation from an angel investor. These dollars will go to increasing the square footage for the Teen Population at the Club. The youth at the Stephanis Club deserves a facility that is first in class and provide a Club they can be proud of. In many cases, the Boys & Girls Club members spends more time at the Club than at home. The improvements at "their" Club will no doubt instill a greater pride in the Club they spend so much time at.

The dollars that have been requested from the City will go to the following capital project to enhance the already existing facility:

- a) Replace tile floors.
- b) Replace interior doors.
- c) Replace the main entrance doors.
- d) Remodel the gymnasium stage.
- e) Painting of the gymnasium
- f) Strip and seal the gymnasium floor.
- g) Replace the air conditioning units in the main building, inclusive of the game room, art room and computer room
- h) Install safety bar gates to the existing gate.

In respect to the measurable outcome, all capital projects listed above will be completed no later than 3/30/2024. The anticipated daily attendance will increase by 20%, thus bringing in over 180 youth per day.

- 2) <u>Intended Participants or Beneficiaries:</u> All youth attending the Pompano Beach Boys & Girls Clubs will benefit. All youth, between the ages of 6 years of age (first grade) and 18 years of age may attend the Boys & Girls Clubs. Primarily, most of the members attend a Title One school and are on free or reduced lunch. The members primarily come from Sanders Park Elementary, Markham Elementary, Pompano Beach Elementary, Pompano Beach Middle and Ely High School.
- Targeted Goals: The primary targeted goal is to enhance the facility to attract and retain more youth to attend the Club daily. We are looking to have 180+ youth attend daily. The upgrades will also help us to retain quality staff as well. Of course, the more youth attend the Club, the better the ROI is for the community and for the youth attending. There will be less juvenile crime, less drug use, less teen pregnancies, and of course having opportunities for our teens to be part of the BGCBC workforce development program ensuring a bright future or they can continue their education through the many college scholarship programs that will be available to them.

David & Kay Hughes Administrative Headquarters H. Wayne & Marti Huizenga Campus 877 Northwest 61st Street Fort Lauderdale, Florida 33309

> Phone: 954-537-1010 Fax: 954-537-1070

Our goals are to continue to see over 90% of our members graduate on time from grade to grade and to graduate from high school on time.

- 4) <u>Geographic Area:</u> The members primarily come from Sanders Park Elementary, Markham Elementary, Pompano Beach Elementary, Pompano Beach Middle and Ely High School and the surrounding area of the Club location which is 212 NW 16th Street, Pompano Beach, Fl 33060. Traditionally, those members that attend from their homes live within 3 miles of the Club.
- 5) <u>Program Benefits:</u> All the members attending the Pompano Beach Boys & Girls Club can participate in the 4 BGCBC Core Programs for ONLY \$15 annually which are:
 - a) Academic Success
 - b) Good Character and Citizenship
 - c) Healthy Lifestyles
 - d) Workforce Development
- 6) **Demographics:**
 - a) 58% of Members Families earn less than \$30,000 annually.
 - b) 71% of Members live in a single parent headed household.
 - c) 86% of members qualified for Free or Reduced School Lunch
 - d) Total Hours spent in the Club last school year: 115,695.
 - e) 94% of members progressed to the next grade level.
 - f) 100% of members graduated from High School
 - g) 80% of members attend Title 1 Schools
 - h) 45, 494 Healthy Snacks and Meals were served to our members last school year.
 - i) 54% of members are male, 46% of members are female.
 - j) Membership: 87% black, 6% multi-racial, 5% Hispanic, and 2% white.

To summarize, Boys & Girls Clubs fill the gap between school and home. We provide welcoming, positive environments in which our members have fun, participate in life- changing programs, and build supportive relationships with peers and caring adults.

It's also important to note that all members receive daily healthy snacks and hot meals, nutrition education an understanding of healthy relationships, appreciation for the environment, and social and interpersonal skills as well.

The Clubs are providing hope, opportunity, and allowing our members to dream, where in this environment, dreams can come true. Building young lives to become successful and contributing members of society in their adulthood.

Thank you,

Matt Organ Co-CEO

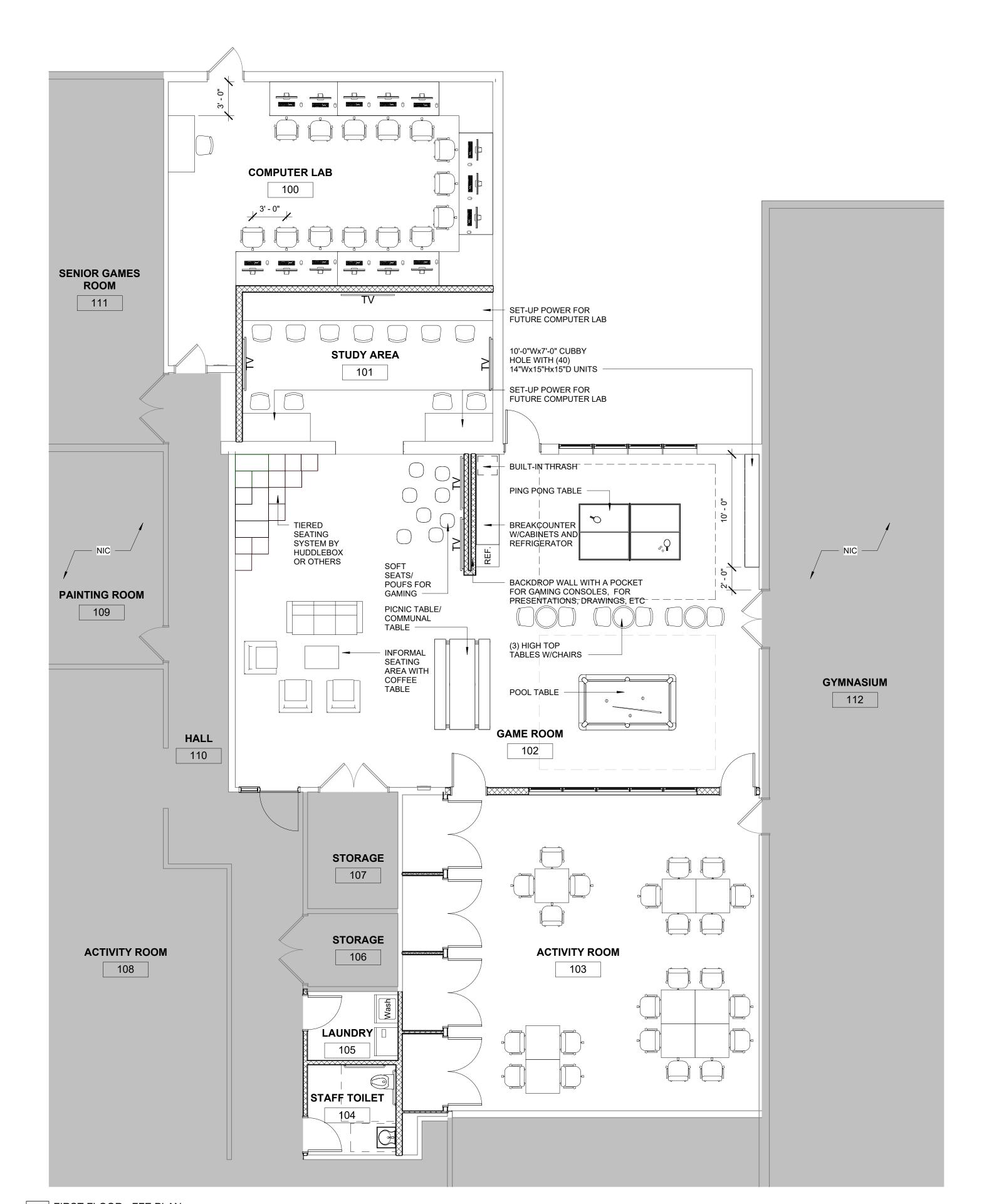
Boys & Girls Clubs of Broward County

Dream Makers Society

STEPHANIS REQUEST ENHANCEMEMTS

		•		
PROJECT	CONTRACTOR	COST	START DAY	COMPLETION DAY
Replace Tile Floors	AMALGAMATED	\$47,400.00	2/26/2024	3/1/2024
Replace Interior Doors	AMALGAMATED	\$29,470.00	2/19/2024	2/23/2024
Replace The Main Doors	CRC	\$35,178.00	2/22/2024	2/26/2024
Remodeling Stage Gym	AMALGAMATED	\$17,400.00	2/5/2024	2/20/2024
Painting The Gym	AMALGAMATED	\$10,470.00	2/12/2024	2/20/2024
Strip & seal gym floor	JAN PRO	\$5,000.00	3/16/2024	3/17/2024
Replace A/C #2,3,5&6	AAADVANCE	\$98,332.00	2/20/2024	2/29/2024
Panic Bar Gate	BROWARD FENCE	\$6,750.00	2/26/2024	2/30/2024
		\$250,000.00		
_				
TOTAL		\$250,000.00		

Teen Programming Expansion Area



1 FIRST FLOOR - FFE PLAN 3/16" = 1'-0"

5 ARCHITECTURE 33 SE 4 TH STREET, SUITE 100 BOCA RATON, FL 33431 561.835.5515 WWW.5ARCHITECTURE.COM AA26003746

MATTHEW R. FORGET // REG. FL. NO. AR95364

CLIENT / PROJECT ADDRESS:

BGCBC STEPHANIS TEEN CENTER

212 NW 16 STREET POMPANO BEACH, FLORIDA

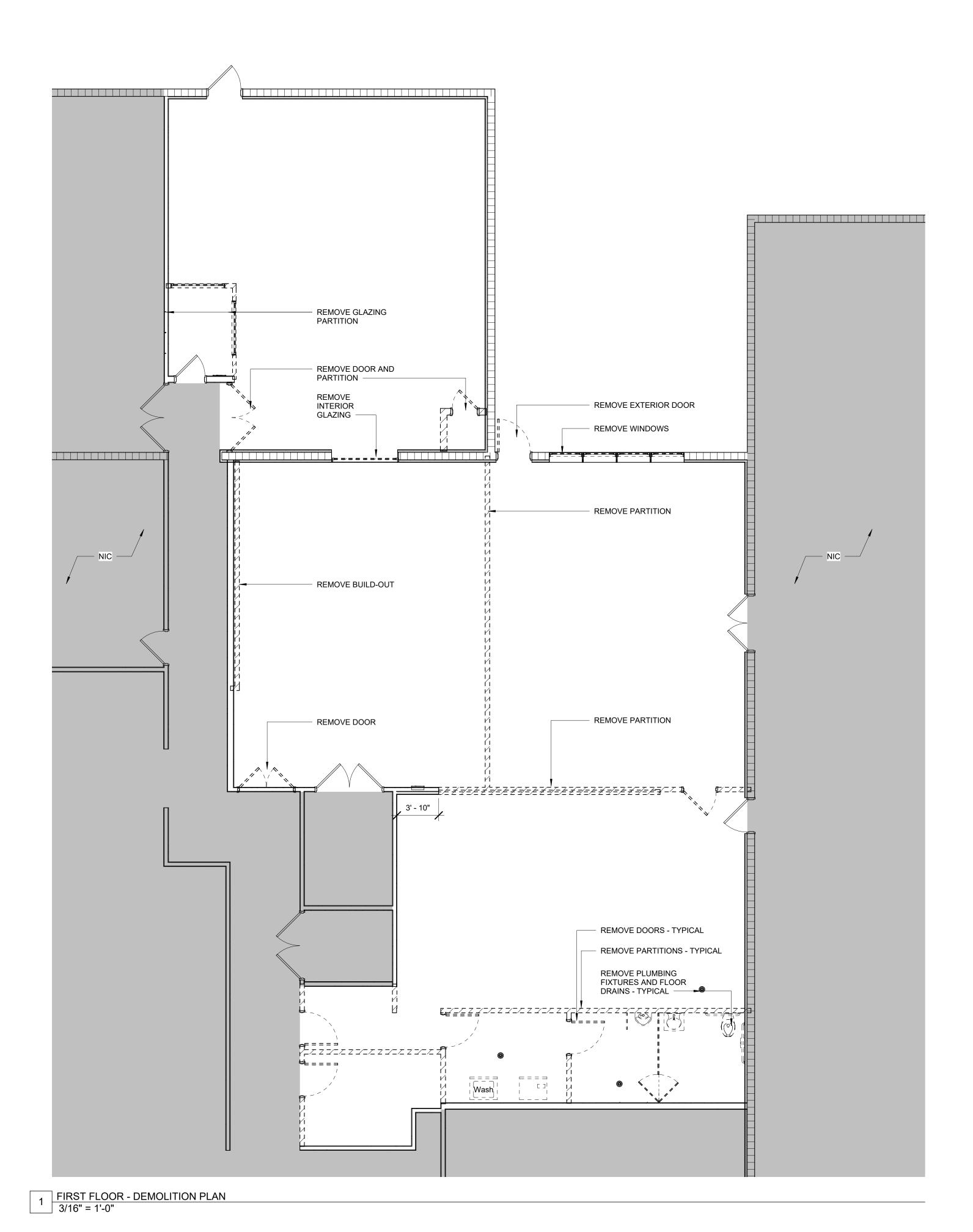
REVISIONS: NO. DATE DESCRIPTION

KEY PLAN:

PROJECT NUMBER: 23-010 DATE ISSUED: 04/19/2023

FURNITURE, FIXTURES &
EQUIPMENT PLAN

Additional Renovations



DEMOLITION PLAN NOTES

- WALLS TO BE DEMOLISHED SHALL BE REMOVED IN THEIR ENTIRETY, INCLUDING INSTALLATIONS ABOVE THE CEILING. EXISTING WALLS SHALL BE PATCHED WHERE WALLS WERE REMOVED TO MATCH ADJACENT SURFACES.
- 2. DUST BARRIERS SHALL BE CONSTRUCTED AND MAINTAINED THROUGH THE COURSE OF CONSTRUCTION TO MINIMIZE THE SPREAD OF CONSTRUCTION DUST.
- 3. REPAIR EXISTING WALLS TO REMAIN WHERE ADJACENT EXISTING WALLS WERE REMOVED. ALL EXISTING WALLS TO REMAIN TO BE FINISHED TO ACHIEVE 'AS NEW' APPEARANCE.
- 4. WHERE NOTES DENOTE EXISTING WALL TO BE REMOVED, THE GC SHALL UNCOVER ALL EXISTING WALL FINISHES TO ENSURE NO HIDDEN STRUCTURAL ELEMENTS ARE PRESENT. ALL CMU/CONCRETE DEMOLITION SHALL BE REVIEWED BY ARCHITECT & STRUCTURAL ENGINEER PRIOR TO DEMOLITION.



5 ARCHITECTURE

33 SE 4 TH STREET, SUITE 100

BOCA RATON, FL 33431

561.835.5515

WWW.5ARCHITECTURE.COM AA26003746

MATTHEW R. FORGET // REG. FL. NO. AR95364

CLIENT / PROJECT ADDRESS:

BGCBC STEPHANIS TEEN CENTER

212 NW 16 STREET POMPANO BEACH, FLORIDA

REVISIONS:

NO. DATE DESCRIPTION

KEY PLAN:

 PROJECT NUMBER:
 23-010

 DATE ISSUED:
 04/19/2023

DEMOLITION PLAN

SHEET NO:

Exhibit B – Reimbursement Request/Reporting Requirements

Reimbursement will only be provided for allowable costs as approved by the City of Pompano Beach and must be directly related to the Grant. The City of Pompano Beach will only reimburse the subrecipients for expenditures actually incurred.

Reimbursements should be submitted on a monthly or quarterly basis. When reimbursement requests are submitted, they must include a Monthly/Quarterly Progress Report, copies of the following documents:

1st or 2nd Payments- OTHER THAN FINAL PAYMENT;

- Invoice on letterhead, showing line items to be paid with percentage of work completed (signed and dated).
- Pictures of completed work your requesting payment for.
- Release of Liens for the percentage of work completed for the GC and Sub-Contractor that request payment.
- Example: G.C. Invoices for Electrical work that is 40% completed; G.C. SHALL submit his 40% Release of Lien for that
- Line Item and the Electrical Contractors 40% Release of Lien.
- Copy of signed permit card showing Building Department approval for the work completed.

FINAL PAYMENTS;

- Invoice on letterhead, showing line items to be paid with 100 percent of the work completed (signed and dated).
- Pictures of completed work your requesting payment for.
- Release of Liens for 100 percent of the work; for the GC and Sub-Contractor that request payment.
- Example: G.C. Invoices for Electrical work that is 100% complete; G.C. SHALL submit his 100% Release of Lien and the Electrical Contractors 100% Release of Lien.
- Copy of signed permit card showing discipline has been finalized out by the Building Department.
- Certificate of Completion (C.C). and any documents or certificates needed to receive C.C. in order to close out the project
- Warranties
- OHUI Construction Manager Final Inspection with Photographs and Contractors' Evaluation attached to Payment Request.

Reporting

Subrecipients are required to submit quarterly reports as described in each contract.

Quarterly reports are due no later than the 15th of January, April, July and October even if a request for payment has not been submitted. The quarterly status report explains the progress the program has made in relation to the goals and performance indicators outlined in the awarded Subrecipient Agreement's Scope of Work/Services. The quarterly report must be submitted on the form provided by CDBG Program Staff, unless approved in writing, in advance. No other format will be accepted. Failure to submit quarterly reports may result in delayed reimbursements.

EXHIBIT C

CITY OF POMPANO BEACH

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid, or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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.

(2) If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(1) These undersigned shall require that the language of this certification be included in the award documents for "All" sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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 pre-requisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. 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.

BOYS & GIRLS CLUBS OF BROWARD COUNTY, Inc.

SUBRECIPIENT	
MATT ORGAN	
PRINT NAME OF CERTIFYING OFFICIAL	
	11/30/2023
SIGNATURE OF CERTIFYING OFFICIAL	DÁTE

* Note: In these instances, "All" in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB).

EXHIBIT D

CITY OF POMPANO BEACH

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

- 1. The Subrecipient certifies to the best of its knowledge and belief, that it and its principals:
 - Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or falsification or destruction of records, making false statements, or receiving stolen property;
 - Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State,
 or local) with commission of any of the offenses enumerated in paragraph 1.b of this certification;
 and
 - Have not within a three-year period preceding this application/proposal had one or more public transactions
 (Federal, State, or local) terminated for cause or default.
- 2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall submit an explanation to the City of Pompano Beach.

SUBRECIPIENT

MATT ORGAN

PRINT NAME OF CERTIFYING OFFICIAL

SIGNATURE OF CERTIFYING OFFICIAL

DATE

EXHIBIT E

CITY OF POMPANO BEACH

SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (A). FLORIDA STATUTES ON PUBLIC ENTITY CRIME

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

T	This sworn statement is submitted to City of Pompano Beach.
В	BOYS + GIELS CLUBS OF BROWARD COUNTY
_	(print this individual's name and title)
- fo	or STATE & LOCAL FISCAL RECOVERY FUNDS
_	BOYS TEIRLS CLUBS OF BROWARD COUNTY.
W	(print name of entity submitting statements) whose business address is 877 WW 6/57 5T. J. Ft. LAUD. J. FL 33309
aı	nd if applicable is Federal Employer Identification Number (FEIN) is 59-110 8790
If	the entity has no FEIN, include the Social Security Number of the individual signing this sworn Statement:

- I understand that a "public entity crime" as defined in paragraph 287.133(1)(a), Florida Statutes, mean a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 3. I understand that "convicted" or "convection" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a Jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- 4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
 - 1. A predecessor or successor of a person convicted of public entity crime; or
 - 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- 5. I understand that a "person" as defined in Paragraph 287.133(1) (e), <u>Florida Statutes</u>, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

	6.	Based on information and belief, the state entity submitting this sworn statement. (F	ement which I have marked below is true in a relation to the Please indicate which statement applies).
		executives, partners, shareholders, en	g this sworn statement, nor any of its officers, directors, nployees, members, or agents who are active in the of the entity has been charged with and convicted of a public
		shareholders, employees, members, or agents wi	tement, or one or more of its officers, directors, executives, partners, no are active in the management of the entity or an affiliate of the entity centity crime within the past 36 months. AND (Please indicate which
		shareholders, employees, members, or agents which the management of the entity, or an affiliate of within the past 36 months. However, there has be Florida, Division of Administrative Hearings and the shareholders.	tement, or one or more of its officers, directors, executives, partners, no are active in the management of the entity, or agents who are active the entity has been charged with and convicted of a public entity crime een a subsequent proceeding before a Hearing Officers of the State of the Final Order by the Hearing Officer determined that it was not in the worn statement on the convicted vendor list. (Attached is a copy of the
		ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) A VALID THROUGH DECEMBER 31 OF THE CALE CONTRACT ENTERED INTO, WHICHEVER PER INFORM THE PUBLIC ENTITY PRIOR TO ENTER	THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC BOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS ENDAR YEAR IN WHICH IT IS FILED AND FOR THE PERIOD OF THE RIOD IS LONGER. I ALSO UNDERSTAND THAT I AM REQUIRED TO RING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE
		11/10	4/30/2023
		(Signature)	(Date)
Boyst	GIRCS	CLUBS OF BROWARD CTT, a Florid	pefore me, by means of physical presence or online of November 2023, by as Cocco of a corporation, on behalf of the corporation, who is personally as identification
	NOTA	ARY'S SEAL:	NOTARY PUBLIC, STATE OF FLORIDA
		MARSHA L. WILLIAMS MY COMMISSION # HH 105016 EXPIRES: July 16, 2025	(Name of Acknowledger Typed, Printed or Stamped)
	1	Bonded Thru Notary Public Underwriters	Commission Number

EXHIBIT F

CITY OF POMPANO BEACH

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The SUBRECIPIENT certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about—
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance programs, and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring
 - in the workplace.
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after each conviction;
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).									
Typed/Printed Name and Title of Certification Official Signature Date									

EXHIBIT G

CITY OF POMPANO BEACH

Insurance Requirements

SUBRECIPIENT shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager. If you are responding to a bid and have questions regarding the insurance requirements, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

SUBRECIPIENT is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all required insurance is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by SUBRECIPIENT, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by SUBRECIPIENT under this Agreement.

Throughout the term of this Agreement, SUBRECIPIENT and all subcontractors or other agents, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440. SUBRECIPIENT further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as CITY's interests may appear, on General Liability Insurance only, relative to claims which arise from SUBRECIPIENT's negligent acts or omissions in connection with SUBRECIPIENT's performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Тур	e of Insurance	Limits of Liability							
GEN	NERAL LIABILITY:	Minimum 1,000,000 Per Occurrence and \$2,000,000 Per Aggregate							
* Pol	licy to be written on a claims incu								
XX	comprehensive form	bodily injury and pr	coperty damage						
XX	premises - operations	bodily injury and pr	roperty damage						
	explosion & collapse								
	hazard								
$\overline{\mathbf{v}}$	underground hazard	hadily injums and my	onarti damaca	ambin ad					
XX	products/completed operations hazard	bodily injury and pr	roperty damage co	ombined					
XX	contractual insurance	bodily injury and pr	onerty damage co	ombined					
XX	broad form property damage	bodily injury and pr	100 100						
XX	independent CONTRACTORs	personal injury	7 7 8 1						
XX	personal injury								
	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	M: : #1 000 0	00 0	1.1					
	sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate							
_	liquor legal liability	Minimum \$1,000,000 Per Occurrence and Aggregate							
AUT	OMOBILE LIABILITY: x	Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.							
XX XX XX	comprehensive form owned hired	Minimum \$10,000/\$20,000/\$10,000 (Florida's Minimum Coverage)							
XX	non-owned								
REA	L & PERSONAL PROPERTY	,							
	comprehensive form	Agent must show proof they have this coverage.							
EXC	ESS LIABILITY		Per Occurrence	Aggregate					
	other than umbrella	bodily injury and property damage combined	\$2,000,000	\$2,000,000					
PRO	FESSIONAL LIABILITY		Per Occurrence	Aggregate					
	* Policy to be written on a claim	ns made basis	\$1,000,000	\$1,000,000					

- (3) If Professional Liability insurance is required, SUBRECIPIENT agrees the indemnification and hold harmless provisions set forth in the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.
- C. <u>Employer's Liability</u>. If required by law, SUBRECIPIENT and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.
- D. <u>Policies</u>: Whenever, under the provisions of this Agreement, insurance is required of the SUBRECIPIENT, the SUBRECIPIENT shall promptly provide the following:
 - (1) Certificates of Insurance evidencing the required coverage;
 - (2) Names and addresses of companies providing coverage;
 - (3) Effective and expiration dates of policies; and
- (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.
- E. <u>Insurance Cancellation or Modification</u>. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.
- F. <u>Waiver of Subrogation</u>. SUBRECIPIENT hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then SUBRECIPIENT shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should SUBRECIPIENT enter into such an agreement on a pre-loss basis.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/27/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in liqu of such endorsement(s).

this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).												
PRODUCER						CONTACT Danielle Maschenic						
The Beacon Group, Inc.						PHONE (A/C, No, Ext): (561) 994-9994 FAX (A/C, No): (561) 997-7087						
6001 Broken Sound Pkwy.,N.W.						E-MAIL ADDRESS: dmaschenic@beacongroupinc.com						
Sui	te 500										NAIC #	
Boo	ca Raton			FL 33487-2730	INSURE	Haita d Co		rance Company				
INSU	JRED				INSURE	The Mean	h River Insura	nce Company				
	Boys & Girls Clubs of Broward (County	y, Inc.		INSURE	T	gy Insurance (Company				
	877 NW 61st Street				INSURE							
					INSURE							
	Fort Lauderdale			FL 33309	INSURE							
ഥ	VERAGES CER	TIFIC	ATF	NUMBER: CL234112100		-N F .		REVISION NUM	IBFR·			
T IN C E	HIS IS TO CERTIFY THAT THE POLICIES OF NDICATED. NOTWITHSTANDING ANY REQUI ERTIFICATE MAY BE ISSUED OR MAY PERT. XCLUSIONS AND CONDITIONS OF SUCH PO	INSUF REME AIN, TI OLICIE	RANCE NT, TE HE INS	LISTED BELOW HAVE BEEN ERM OR CONDITION OF ANY SURANCE AFFORDED BY THE IITS SHOWN MAY HAVE BEEN	CONTR. E POLIC	ACT OR OTHER IES DESCRIBEI CED BY PAID CL	RED NAMED AI R DOCUMENT V D HEREIN IS S LAIMS.	BOVE FOR THE PO	OLICY PERIO O WHICH TH			
INSR LTR	TYPE OF INSURANCE		WVD			POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMITS			
	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE		1,00		
	CLAIMS-MADE X OCCUR							DAMAGE TO RENTE PREMISES (Ea occu	rrence) \$	1,00	0,000	
								MED EXP (Any one p	person) §	10,0	00	
Α		Y		506-906425-8		04/01/2023	04/01/2024	PERSONAL & ADV I	NJURY \$	\$ 1,000,000		
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREG	SATE \$	\$ 3,000,000		
	POLICY PRO- JECT LOC							PRODUCTS - COMP	P/OP AGG	1,00	0,000	
	OTHER:								\$	5		
	AUTOMOBILE LIABILITY							COMBINED SINGLE (Ea accident)	LIMIT	1,00	0,000	
	X ANY AUTO							BODILY INJURY (Pe	er person) \$	6		
Α	OWNED SCHEDULED AUTOS ONLY AUTOS			506-906425-8		04/01/2023	04/01/2024	BODILY INJURY (Pe	er accident)	5		
	HIRED NON-OWNED AUTOS ONLY AUTOS ONLY							PROPERTY DAMAG (Per accident)	SE g	5		
								Uninsured motor	rist	1,00	0,000	
	➤ UMBRELLA LIAB ➤ OCCUR							EACH OCCURRENC	CE §	5,00	0,000	
В	EXCESS LIAB CLAIMS-MADE			582-121059-3		04/01/2023	04/01/2024	AGGREGATE	9	5,00	0,000	
	DED RETENTION \$ 0								9	6		
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							➤ PER STATUTE	OTH- ER			
C	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A		TWC4230887	04/	04/01/2023	04/01/2024	E.L. EACH ACCIDEN	NT S	500,	000	
ľ	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A	`	TWC4230887		04/01/2023		E.L. DISEASE - EA EMPLOYEE \$ 500,		000		
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT \$ 500		500,	000	
L						<u> </u>						
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES (AC	ORD 1	01, Additional Remarks Schedule,	may be a	ttached if more sp	pace is required)					
Re:	Thomas D. Stephanis Unit, 212 NW 16th St	, Pom	npano	Beach, FL 33060								
l Pol	icy form that applies: CG2026 1219							~ A A				
	.,			API	PRC	OVED	W A					
	By Edgar P. Alba at 5:26 pm, Oct 31, 2023											
CE	RTIFICATE HOLDER				CANC	ELLATION						
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.											

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100 West Atlantic Blvd.

Pompano Beach

FL 33060

AUTHORIZED REPRESENTATIVE

POLICY NUMBER: 5069064258

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION WHOM YOU ARE REQUIRED TO ADD AS AN ADDITIONAL INSURED TO THIS POLICY BY WRITTEN CONTRACT OR AGREEMENT, UNLESS SUCH CONTRACT OR AGREEMENT IS EXECUTED AFTER THE DATE OF LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
 - In the performance of your ongoing operations; or
 - **2.** In connection with your premises owned by or rented to you.

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law: and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- **2.** Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Exhibit H

CITY OF POMPANO BEACH – OFFICE OF ECONOMIC DEVELOPMENT SUBRECIPIENT RESOURCES

SUBRECIPIENT may access certain applicable compliance guidance relative to ARPA funds at the link below, to include the Interim Finance Rule (31 CFR Part 35) and FAQs (as amended from time to time): https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-

governments/state-and-local-fiscal-recovery-funds