

# CITY OF PARKLAND FLORIDA



## **REGULAR COMMISSION MEETING** **Wednesday, February 5, 2020 at 7:00 PM**

Parkland City Hall  
Commission Chambers  
6600 University Drive  
Parkland, Florida 33067

Live Streaming at [www.cityofparkland.org/ccm](http://www.cityofparkland.org/ccm)

Christine Hunschofsky ..... Mayor  
Bob Mayersohn ..... Vice Mayor  
Ken Cutler..... Commissioner  
Stacy Kagan..... Commissioner  
Richard Walker..... Commissioner  
Nancy Morando ..... City Manager  
Stephanie Frohman ..... Deputy City Clerk  
Andrew Maurodis ..... City Attorney

**GENERAL RULES AND PROCEDURES**  
**CITY OF PARKLAND CITY COMMISSION MEETINGS**

**WHO MAY SPEAK**

Meetings of the City Commission are open to the public. They are not however, public forums. Any resident who wishes to address the Commission, on any subject within the scope of the Commission's authority, may do so providing it is accomplished in an orderly manner and in accordance with any procedures outlined below:

**A. SPEAKING ON ITEMS ON THE AGENDA**

**1. CONSENT AGENDA ITEMS:** These are items which the Commission does not need to discuss individually and which are voted on as a group. Any Commission member who wishes to discuss any individual item on the consent agenda may request the Mayor to pull such items from the consent agenda. These items pulled will be discussed and voted upon individually.

**2. REGULAR AGENDA ITEMS:** These are items which the Commission will discuss individually in the order listed on the agenda. After the Commission has discussed an item on the agenda, the Mayor will close Commission discussion and may inquire as to whether any citizen wishes to be heard on the matter.

**B. SPEAKING ON SUBJECTS NOT ON THE AGENDA**

Any resident may address the Commission on any item not on the agenda during public input.

**ADDRESSING THE CITY COMMISSION, MANNER, TIME**

Individuals will be limited to three minutes speaking time. All comments or questions of the public are to be directed to the Mayor as presiding officer only. There shall be no cross conversations or questions of any other persons. Citizens wishing to be heard shall raise their hands until acknowledged by the Mayor. Once acknowledged, those citizens shall come forward and state their name and address. Anyone wishing to speak a second time on the same subject must receive permission from the Mayor.

**DECORUM**

In order to adjourn a City Commission meeting, it must be voted on by the members of the Commissioner.

**1. Call to Order**

**2. Pledge Of Allegiance**

**3. Roll Call**

**4. Approval of Minutes**

- A. Proclamations and Recognitions Ceremony - Jan 8, 2020 6:00 PM
- B. City Commission Workshop - Jan 8, 2020 6:30 PM

**5. Comments from the Public on Non-Agenda Items**

- A. Comments From The Public
- B. Comments By The Mayor And Commission

**6. Approval of The Agenda**

**7. Consent Agenda**

- A. **RESOLUTION NO. 2020-005: 45TH YEAR CDBG GRANT AGREEMENT**  
A Resolution of the City of Parkland, Florida, authorizing the appropriate City Official to execute the attached agreement between the City of Parkland and Broward County for funding and administration of the Senior Recreation Program under the Community Development Block Grant program; providing for execution; providing for an effective date.

**8. Regular Agenda**

- A. **Presentation from Eagles' Haven**
- B. **ORDINANCE NO. 2019-017: PROHIBITION OF THE SALE AND USE OF VAPING PRODUCTS (2ND READING)**  
An Ordinance of the City of Parkland, Florida, prohibiting the sale and purchase of vapor generating electronic devices to persons under 21-years-of-age and prohibiting vaping within municipal buildings and on the grounds of City Parks; providing for codification; providing for severability; and providing for an effective date.

C. **ORDINANCE NO. 2020-001: ANNEXING THE BEASLEY PARCEL INTO THE CITY OF PARKLAND (2ND READING)**

An Ordinance of the City Commission of the City of Parkland, Florida, providing for the annexation into the corporate limits of the City of Parkland of approximately 25 acres located on the northeast corner of Nob Hill Road and Hillsboro Boulevard and containing provisions for implementation and filings with the appropriate governmental agencies; providing for inclusion in the City Code; providing for severability clause; providing an effective date.

D. **City Clerk Selection**

**9. Comments by the Coral Springs/Parkland Fire Department**

**10. Comments by the Broward Sheriff's Office**

**11. Comments by the City Manager**

**12. Comments by the City Attorney**

**Adjournment**

PLEASE BE ADVISED THAT IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE BOARD, AGENCY OR COMMISSION WITH RESPECT TO ANY MATTERS CONSIDERED AT SUCH HEARING OR MEETING HE WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE HE WILL NEED TO ENSURE THAT A VERBATIM RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. (FLORIDA STATUTE 286.0105)

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITY ACT AND FLORIDA STATUTE 286.26, PERSONS WITH DISABILITIES NEEDING SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE CITY CLERK NO LATER THAN 48 HOURS PRIOR TO THE MEETING AT (954) 757-4132 FOR ASSISTANCE.



## CITY OF PARKLAND

Meeting: Wednesday, February 5, 2020

## AGENDA SUMMARY

Agenda Item: 7.A

### RESOLUTION: 2020-005

Consent Agenda

**SHORT TITLE:** 45th Year CDBG Grant Agreement

**SUBMITTED BY:** Christine Garcia

**SPONSOR:**

**MEETING GROUP:** City Commission

**ORIGIN OF REQUEST:** Staff

### STAFF RECOMMENDATION

Staff is recommending approval of the Community Development Block Grant 45th Year Agreement.

### STRATEGIC PLAN

**Strategy:** Quality of Life Experiences

**Goals & Actions by Strategy:** Continue to be a pre-eminent City for Parks and Recreation programs

### BACKGROUND & PURPOSE

For the past 14 years, the City of Parkland (City) has been fortunate to receive funding from Broward County, through the Community Development Block Grant (CDBG) to help fund and administer the City's senior recreation program. CDBG is a federal program developed to create viable communities by providing decent housing, a suitable living environment and expanding economic opportunities, principally for persons of low-and moderate-income. The City's mature adult population qualifies for this program as defined by Broward County and national standards.

In April 2019, City Commission approved submission of the application for the 45th Year CDBG Program. Broward County approved funding for the City of Parkland in the amount of \$37,558 with a match requirement of \$7,960 for a total program budget of \$45,518. The receipt of funds for the 45th Year Agreement will be retroactive beginning October 1, 2019 through September 30, 2020. The program will address the physical, social, intellectual and cultural needs to a minimum of one hundred (100) unduplicated senior residents, 62 years of age and older.

### FISCAL IMPACT

The City will provide \$7,960 while receiving \$37,558 from the Community Development Block Grant for a total program budget of \$45,518.

### EXPIRATION OF CONTRACT

September 30, 2020

## RESOLUTION NO. 2020-005

1  
2       **A RESOLUTION OF THE CITY OF PARKLAND, FLORIDA,**  
3       **AUTHORIZING THE APPROPRIATE CITY OFFICIAL TO**  
4       **EXECUTE THE ATTACHED AGREEMENT BETWEEN THE**  
5       **CITY OF PARKLAND AND BROWARD COUNTY FOR**  
6       **FUNDING AND ADMINISTRATION OF THE SENIOR**  
7       **RECREATION PROGRAM UNDER THE COMMUNITY**  
8       **DEVELOPMENT BLOCK GRANT PROGRAM; PROVIDING**  
9       **FOR EXECUTION; PROVIDING FOR AN EFFECTIVE DATE.**

10  
11       **WHEREAS,** the City of Parkland, Florida, (City) applied to Broward County, for a  
12 Community Development Block Grant (CDBG) to implement a Senior Recreation Program  
13 (mature adult); and  
14

15       **WHEREAS,** Broward County has determined the City's application meets the  
16 qualification requirements to receive CDBG funds; and  
17

18       **WHEREAS,** the City has legal jurisdiction and authority to create, operate and maintain  
19 the mature adult program; and  
20

21       **WHEREAS,** the City agrees to conform with the regulations, statutes, terms and  
22 conditions described in the 45th Year CDBG Agreement; and  
23

24       **WHEREAS,** the City has committed to providing the matching funds as prescribed in the  
25 45th Year CDBG Agreement.  
26

27       **NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY**  
28 **OF PARKLAND, FLORIDA AS FOLLOWS:**  
29

30       **Section 1.** The foregoing "WHEREAS" clauses are confirmed and ratified as being true  
31 and correct and are hereby incorporated herein. The 45th Year Community Development Block  
32 Grant Agreement ("Exhibit A") is hereto incorporated herein.  
33

34       **Section 2.** The appropriate City Official is hereby authorized and directed to execute the  
35 necessary documents to effectuate the purpose and intent of this resolution.  
36

37       **Section 3.** All Resolutions or parts of Resolutions in conflict herewith are hereby  
38 repealed to the extent of such conflict.  
39

40       **Section 4.** If any clause, section, other part or application of this Resolution is held by  
41 any court of competent jurisdiction to be unconstitutional or invalid, in part of application, it  
42 shall not affect the validity of the remaining portions or applications this Resolution.  
43

44       **Section 5.** This Resolution shall become effective immediately upon adoption.  
45  
46

47 PASSED AND ADOPTED THIS 5th DAY OF February, 2020.  
48  
49

50 **CITY OF PARKLAND, FLORIDA**  
51  
52  
53

**CHRISTINE HUNSCHOFSKY**  
**MAYOR**

ATTEST:

\_\_\_\_\_  
**STEPHANIE FROHMAN**  
**DEPUTY CITY CLERK**



## AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF PARKLAND FOR FUNDING AND ADMINISTRATION OF 45TH YEAR COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS FOR SENIOR RECREATION PROGRAM

This Agreement ("Agreement") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and City of Parkland, a municipal corporation of the State of Florida ("City") (collectively referred to as the "Parties").

### RECITALS

A. County is a recipient of Community Development Block Grant ("CDBG") funds from the United States Department of Housing and Urban Development ("HUD").

B. On \_\_\_\_\_ (Agenda Item No. \_\_\_\_), the Broward County Board of County Commissioners authorized CDBG funding to City in the amount of Thirty-seven Thousand Five Hundred Fifty-eight Dollars (\$37,558) to fund a Senior Recreation Program in City, under the terms more specifically described herein.

C. Pursuant to 24 C.F.R. Part 570.302, the Project (as defined herein) was included in County's consolidated plan for community planning and development programs submitted to HUD in accordance with 24 C.F.R. Part 91.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### ARTICLE 1. DEFINITIONS

1.1 **Board** means the Board of County Commissioners of Broward County, Florida.

1.2 **CDBG Funds** means the CDBG Program (as defined herein) funds provided to City under this Agreement, as set forth in Exhibit B to this Agreement.

1.3 **CDBG Program** means the Community Development Block Grant Program awarded by HUD to County, authorized pursuant to Title I of the Housing and Community Development Act of 1974, Public Law 93-383, amended, and codified at 42 U.S.C. 5301 et seq.

1.4 **Contract Administrator** means the Director of the Housing Finance and Community Redevelopment Division, or such other person designated by same in writing.

1.5 **County Administrator** means the administrative head of County appointed by the Board.



1.6 **County Attorney** means the chief legal counsel for County appointed by the Board.

1.7 **HUD** means the United States Department of Housing and Urban Development.

1.8 **Project** means the project provided and implemented by City, as described in Exhibit A to this Agreement.

1.9 **Rules and Regulations of HUD** means the rules and regulations of HUD, including but not limited to 24 C.F.R. Part 570, "Community Development Block Grant Regulations," 24 C.F.R. Part 91, "Consolidated Submissions for Community Planning and Development Programs," the applicable provisions under 2 C.F.R. Part 200, "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards," and any Executive Orders issued by the federal government or any final rule changes set forth in the Federal Register impacting the CDBG Program, as amended from time to time, and which are incorporated herein by reference.

1.10 **Subcontractor** means an entity or individual providing services to City for all or any portion of the Project. The term "Subcontractor" shall include all subconsultants.

## ARTICLE 2. EXHIBITS

The following exhibits are attached hereto and incorporated into this Agreement:

<b>Exhibit A</b>	<b>Project Description</b>
<b>Exhibit B</b>	<b>Budget</b>
<b>Exhibit C</b>	<b>Project Timeline</b>
<b>Exhibit D</b>	<b>Quarterly Progress Report</b>
<b>Exhibit E</b>	<b>Request for Payment</b>

## ARTICLE 3. PROJECT

3.1 City shall provide and implement a Senior Recreation Program in City as outlined in Exhibit A attached hereto.

3.2 All activities funded with CDBG Funds must meet one of the CDBG Program's national objectives, as set forth in 24 C.F.R. Part 570.208: (1) Activities benefiting low- and moderate-income persons; (2) Activities which aid in the prevention or elimination of slums or blight; or (3) Activities designed to meet community development needs having a particular urgency. City certifies that the Project meets the criteria for Limited Clientele Activities, 24 C.F.R. Part 570.280(a)(2), and covenants that the Project will at all times (i) meet one of the CDBG Program's national objectives under 24 C.F.R. Part 570.208 and (ii) be an eligible activity under 24 C.F.R. Parts 570.201 through 207.

3.3 City must comply with the Project Timeline set forth in Exhibit C. If City fails to

meet any of the deadlines set forth in Exhibit C by forty-five (45) days or more, County may terminate this Agreement in accordance with Article 11 of this Agreement. Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

**3.4 Monitoring and Reporting.** County will carry out periodic monitoring and evaluation activities as determined necessary in County's discretion, and as required by applicable law. County has the right to conduct a full review of the Project at any time. County's evaluation of the Project will include, but not be limited to, compliance with the terms of this Agreement, and comparisons of planned versus actual progress relating to the Project's scheduling, budget, in-kind contributions, and output measures.

3.4.1 Upon County's request, City shall promptly furnish to County such records and information requested by County related to the Project.

3.4.2 City shall meet with County at reasonable times and with reasonable notice to discuss the Project.

3.4.3 City shall provide County with quarterly progress reports in substantially the form provided in Exhibit D, attached hereto or such other form as may be provided to City by County, in County's discretion ("Quarterly Progress Reports"). The Quarterly Progress Reports must be submitted to County no later than the tenth (10<sup>th</sup>) calendar day following the end of the preceding quarter, provided that, if such date is a Saturday, Sunday, or holiday, the Quarterly Progress Report may be submitted on the business day immediately following such Saturday, Sunday, or holiday. For purposes of the Quarterly Progress Reports, the quarters shall be as follows: First quarter - October 1 through December 31; Second quarter - January 1 through March 31; Third quarter - April 1 through June 30; Fourth quarter – July 1 through September 30.

3.4.4 In addition to the Quarterly Progress Reports, City shall submit on a quarterly basis, and at other times upon the request of the Contract Administrator, information and status reports required by County or HUD on forms approved by the Contract Administrator.

3.5 If the work, services, or activities fail to comply with the terms of this Agreement, or if, in County's judgment, City, or any Subcontractor, has violated federal guidelines and regulations, or the terms of this Agreement, County may issue a written stop order to City pursuant to which City must halt all work, services, or activities for the Project.

#### **ARTICLE 4. FUNDING AND METHOD OF PAYMENT AND PROVISIONS RELATING TO THE USE OF THE FUNDS**

- 4.1 The maximum amount payable to City under this Agreement shall be Thirty-seven Thousand Five Hundred Fifty-eight Dollars (\$37,558). This Agreement is subject to the availability of CDBG Funds, as more specifically described in Articles 4 and 11. No County funds shall be payable under this Agreement.
- 4.2 If City is in compliance with the applicable Rules and Regulations of HUD and the terms of this Agreement, including the procedures for invoices and payments set forth in this article, County shall reimburse City for eligible Project expenses expended as set forth in Exhibit B, unless a suspension of payment as provided for in Section 4.9 of this Agreement has occurred. At no time shall County distribute CDBG Funds to City if City is not in compliance with the terms of this Agreement or for any Project expenses sought to be reimbursed by City that are not eligible for reimbursement under the Rules and Regulations of HUD.
- 4.3 City shall invoice County monthly, if eligible Project expenditures, in accordance with Exhibit B, have been made, by furnishing to County a request for payment in the form provided in Exhibit E, together with the following supporting documentation:
  - 4.3.1 Documentation of costs associated with any City personnel providing any services for the Project, if applicable;
  - 4.3.2 An executed copy of each Subcontractor contract authorizing work, services, or activities to be performed for the Project, if applicable and not previously submitted to County;
  - 4.3.3 Documentation of any leveraging, as may be described in Exhibit B, that has occurred during each month;
  - 4.3.4 A certified copy of the purchase order or other City document authorizing the work, services, activities, or materials for which City is invoicing;
  - 4.3.5 A copy of all Subcontractor invoices for the Project indicating the work, services, or activities rendered or materials purchased and the dates for same, certified by City's engineer, architect, or administrator or manager of the Project, as applicable;
  - 4.3.6 A certification from City's administrator or the administrator's authorized representative certifying that the work, services, or activities, or materials

being invoiced have been received or completed; and

- 4.3.7 Upon submittal of the final invoice for reimbursement of eligible Project expenditures made during the term of this Agreement, a final and complete Quarterly Progress Report, utilizing the form provided in Exhibit D.
- 4.4 Following receipt of invoices and supporting documentation, as described in Section 4.3, County shall review the invoices and supporting documentation to determine whether the items invoiced have been received or completed and that the invoiced items are proper for payment. County may, in its discretion, deny a reimbursement payment to City if City fails to provide any of the documentation required by Section 4.3 above. Upon determination by County that the items invoiced have been received or completed, County shall make payment to City the amount County determines to be payable. Payment for travel costs or travel-related expenses permitted under Exhibit B to this Agreement, if any, shall be made in accordance with Section 112.061, Florida Statutes.
- 4.5 City shall disclose to County any and all third-party funding, whether public or private, for the Project. No CDBG Funds shall be used to supplant existing third-party funding.
- 4.6 City shall not be entitled to reimbursement for any invoices received by County later than sixty (60) days after the expiration or earlier termination of this Agreement.
- 4.7 County shall pay City within thirty (30) calendar days after receipt of City's Request for Payment for reimbursement of eligible Project expenses in accordance with County's Prompt Payment Ordinance, Section 1-51.6, Broward County Code of Ordinances. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement, including the requirements of Section 4.3. Payment may be withheld for failure of City to comply with any term, condition, or requirement of this Agreement or the Rules and Regulations of HUD.
- 4.8 City shall expend the CDBG Funds allocated to the Project by the end of the term of this Agreement. All CDBG Funds not expended within the term of this Agreement shall remain in the custody and control of County.
- 4.9 County may suspend payment under this Agreement for any of the following events:
  - 4.9.1 Ineligible use of CDBG Funds under this Agreement or the Rules and Regulations of HUD;

4.9.2 Failure to comply with the terms of this Agreement;

4.9.3 Failure to submit reports as required, including Quarterly Progress Reports, including beneficiary data, and a favorable audit report;

4.9.4 Submission of incorrect or incomplete reports in any material respect; and

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

In the event County elects to suspend payment to City pursuant to this section, County shall specify the actions that must be taken by City as a condition precedent to resumption of payments, and specify a reasonable date by which City must take such actions.

- 4.10 At the sole discretion of the Contract Administrator, unexpended CDBG Funds not provided to or reimbursed to City under the terms of this Agreement may be reallocated by County to other CDBG Program projects approved for funding by the Board.
- 4.11 Any CDBG Funds paid to City in excess of the amount to which City is finally determined to be entitled to under this Agreement shall be repaid to County within a reasonable period after demand, and if not paid, County may make an administrative offset against other requests by City for reimbursements.
- 4.12 City shall invoice all Subcontractor fees, whether paid on a “lump sum” or other basis, with no markup. All Subcontractor fees shall be billed in the actual amount paid by City.
- 4.13 Notwithstanding any provision in this Agreement to the contrary, County shall not be required to reimburse City any CDBG Funds under this Agreement if County is not able to obtain such funding from HUD for the payment of these costs, and County may withhold, in whole or in part, payment to City to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Contract Administrator, or due to City’s failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by County.
- 4.14 Notwithstanding any provision in this Agreement to the contrary, in the event County is required to repay HUD any CDBG Program funding received from HUD for the Project, pursuant to any repayment requirements set forth in 24 C.F.R. Part 570, or any other applicable Rules and Regulations of HUD, City must repay County such CDBG Funds in accordance with the repayment

provisions set forth in Section 9.5 of this Agreement.

## **ARTICLE 5. INDEMNIFICATION**

5.1 To the extent permitted by law, and without either party waiving its sovereign immunity or any limits established by Section 768.28, Florida Statutes, City shall indemnify, hold harmless, and defend County and all of County's officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of City, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). In the event any Claim is brought against an Indemnified Party, City shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due City under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County. 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. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

5.2 For construction-related activities. To the extent permitted by law, and without either party waiving its sovereign immunity or any limits established by Section 768.28, Florida Statutes, City shall indemnify and hold harmless County, its officers, and employees from liabilities, damages, losses, and costs, including but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of City and persons employed or utilized by City in the performance of this Agreement. To the extent considered necessary by Contract Administrator and County Attorney, any sums due City under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by County. These indemnifications shall survive the term of this Agreement.

## **ARTICLE 6. INSURANCE**

6.1 City is a governmental entity and is fully responsible for the acts and omissions of its agents or employees, subject to any applicable limitations of Section 768.28, Florida Statutes.

6.2 Upon request by County, City must provide County with written verification of liability protection that meets or exceeds any requirements of Florida law. If City holds any excess liability coverage, City must ensure that Broward County is named as an additional insured and certificate holder under such excess liability policy and provide evidence of same to County.

6.3 If City maintains broader coverage or higher limits than the minimum coverage required under Florida law, County shall be entitled to such broader coverage and higher limits on a primary and noncontributory basis. County's insurance requirements shall apply to City's self-insurance.

6.4 In the event City contracts with a Subcontractor to provide any of the services for the Project, City shall require that each Subcontractor procure and maintain insurance coverage that adequately covers each Subcontractor's exposure based on the services provided by that Subcontractor. City must ensure that all such Subcontractors name "Broward County" as an additional insured and certificate holder under the applicable insurance policies. City shall not permit any Subcontractor to provide services for the Project until the insurance requirements of the Subcontractor under this section are met. If requested by County, City shall furnish evidence of insurance of all such Subcontractors.

6.5 County reserves the right, but not the responsibility, to periodically review any and all insurance policies and to reasonably adjust the limits and/or types of coverage required herein, from time to time throughout the term of this Agreement.

## **ARTICLE 7. REPRESENTATIONS AND WARRANTIES**

7.1 City certifies, to the best of its knowledge, that:

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

7.1.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in



connection with this Agreement, City shall complete and submit to County Standard Form - LLL, "Disclosure Form to Report Lobbying," set forth in Appendix B to 24 C.F.R. Part 87, in accordance with its instructions.

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

7.2 In accordance with Section 519 of the Department of Veterans Affairs and Housing and Urban Development, and Independent Agencies Appropriations Act, 1990 (Public Law 101-144) and Section 906 of the Cranston-Gonzalez National Affordable Housing Act (Public Law 101-625), which amended Title I of the Housing and Community Development Act of 1974, City represents and warrants that it has adopted and is enforcing policies within its jurisdiction that:

- 7.2.1 Prohibit the use of excessive force by law enforcement agencies against any individuals engaged in nonviolent civil rights demonstrations; and

- 7.2.2 Enforce applicable State and local laws that prohibit any action that physically bars an entrance to or exit from, a facility or location where a nonviolent civil rights demonstration is being conducted.

7.3 Representation of Authority. City represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of City, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that City has with any third party, or violates any law, rule, regulation, or duty arising in law or equity applicable to City. City further represents and warrants that execution of this Agreement is within City's legal powers, and each individual executing this Agreement on behalf of City is duly authorized by all necessary and appropriate action to do so on behalf of City and does so with full legal authority.

7.4 Breach of Representations. In entering into this Agreement, City acknowledges that County is materially relying on the representations and warranties of City stated in this article. County shall be entitled to recover any damages it incurs to the extent any such representation or warranty is untrue. In addition, if any such representation or warranty is false, County shall have the right, at its sole discretion, to terminate this Agreement without any further liability to City, to deduct from CDBG Funds due to City under this Agreement the full amount of any value paid in violation of a representation or warranty, or to recover all CDBG Funds paid to City under this Agreement.

## **ARTICLE 8. GENERAL COMPLIANCE OBLIGATIONS**

- 8.1 City shall comply with all applicable federal, state, and county laws, ordinances,



codes, and regulations relating to the use of CDBG Funds, including but not limited to the general policies set forth in 24 C.F.R. Part 570.200 and all other Rules and Regulations of HUD. Any conflict or inconsistency between any federal, state, or county regulations and this Agreement shall be resolved in favor of the more restrictive regulations.

8.2 City shall comply with 2 C.F.R. 570.611 regarding conflicts of interest and shall establish safeguards to prohibit its employees or Subcontractors from using their positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other association. Any possible conflict of interest on the part of City, its officers, employees, or agents shall be disclosed in writing to County.

8.3 City shall use its own procurement procedures for the procurements of property and services. City's procurement procedure shall comply with applicable federal, state, and local laws and regulations, including but not limited to 24 C.F.R. Parts 570.502 and 570.610, and the procurement standards set forth in 2 C.F.R. Part 200, Subpart D, including but not limited to 2 C.F.R. Part 200.321.

8.4 City shall comply with the requirements set forth in County's "Procedures Manual for Subrecipients," as may be amended from time to time, and incorporated herein by reference. County will provide City with a copy of the manual and any amendments thereto.

8.5 City shall not use CDBG Funds to support or engage in any explicitly religious activities, including but not limited to worship, religious instruction, or proselytization, in compliance with 24 C.F.R. Part 570.200(j) and 24 C.F.R. Part 5.109.

8.6 City shall not use CDBG Funds to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration, in compliance with 24 C.F.R. Part 570.207.

8.7 City shall not take actions designed to discourage affordable housing for sale or rent within the boundaries of County.

8.8 City shall comply with the requirements set forth in 24 C.F.R. Part 570, Subpart K, Other Program Requirements, and 24 C.F.R. Part 5, Subpart A, as applicable to the Project including but not limited to the following:

8.8.1 Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and implementing regulations at 24 C.F.R. Part 1, which prohibit discrimination of persons on the basis of race, color, or national origin, including but not limited to exclusion from

participation in, being denied the benefits of, or being otherwise subjected to discrimination under any program or activity for which City receives federal financial assistance.

- 8.8.2 Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.), and implementing regulations at 24 C.F.R. Part 100 et seq., which prohibit discrimination of persons on the basis of race, color, religion, sex, and national origin in housing practices, and which require that no action be taken that is materially inconsistent with the obligation to affirmatively further fair housing.
- 8.8.3 Executive Order 11063, as amended by Executive Order 12259 (Equal Opportunity in Housing Programs) and implementing regulations at 24 C.F.R. Part 107.
- 8.8.4 Age Discrimination Act of 1975, as amended (42 U.S.C. 6101 et seq.), and the implementing regulations at 24 C.F.R. Part 146, which prohibit discrimination of persons on the basis of age under any program or activity for which City receives federal financial assistance.
- 8.8.5 Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and the implementing regulations at 24 C.F.R. Part 8, which prohibit discrimination of qualified individuals with disabilities in participating in, or receiving benefits and services under any program or activity for which City receives financial federal assistance.
- 8.8.6 Architectural Barriers Act of 1968 (42 U.S.C. 4151 et seq.), which requires certain federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, physically handicapped persons.
- 8.8.7 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 in services, programs, and activities provided by state and local government entities.
- 8.8.8 Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u, and the implementing regulations at 24 C.F.R. Part 135, as applicable), which provides for training, employment, contracting, and other economic opportunities for low- and very low-income persons.
- 8.8.9 The disclosure requirements and prohibitions set forth in 31 U.S.C. 1352 and implementing regulations set forth in 24 C.F.R. Part 87; and the

requirements for funding competitions established by the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3531 et seq.).

8.8.10 The prohibitions set forth in 2 C.F.R. Part 2424 relating to the use of debarred, suspended, or ineligible contractors and participants.

8.8.11 The Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq.) and the implementing regulations set forth in 2 C.F.R. Part 2429.

8.8.12 The Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4852d) and the implementing regulations set forth in 24 C.F.R. Part 35, if applicable.

Notwithstanding the above, in compliance with 24 C.F.R. Part 570.503(b)(5), City does not assume County's environmental responsibilities described in 24 C.F.R. Part 570.604, or County's responsibility for initiating the review process under the provisions of 24 C.F.R. Part 52.

8.9 City shall comply with the recordkeeping and reporting requirements under this Agreement, 24 C.F.R. Part 570 (including 24 C.F.R. Part 570.502, 24 C.F.R. Part 570.506, and 24 C.F.R. Part 570.507), 2 C.F.R. Part 200, and 24 C.F.R. Part 5.168, as applicable, to enable County to comply with its recordkeeping and reporting requirements set forth in 24 C.F.R. Part 570.

8.10 In addition to the reversion of assets requirements set forth in Section 9.7, property, equipment, and supplies acquired with CDBG Funds provided under this Agreement, and no longer needed for the originally authorized purpose, shall be disposed of in the manner authorized by the Contract Administrator after City has requested disposition instructions.

8.11 City shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. Part 32) if CDBG Funds expended under this Agreement exceed One Hundred Thousand Dollars (\$100,000).

8.12 City shall comply with the mandatory standards and policies relating to energy efficiency set forth in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Statute 871).

8.13 In addition to the audit rights, and retention of records requirements set forth in Section 12.4, City shall provide County, HUD, and the Comptroller General of the

United States, through any of their duly authorized representatives, access to any books, documents, papers, and records of City, or Subcontractors, which are directly pertinent to this Agreement for the purpose of making audits, examination, excerpts, and transcriptions. The rights of access granted under this section shall not be limited to the required retention of records period set forth in Section 12.4, and shall remain in effect for as long as the records are retained.

8.14 If applicable, City shall comply, and ensure that all Subcontractors comply, with the Section 3 clause requirements that follow, including the requirement to include the following language set forth in 24 C.F.R. Part 135.38 verbatim, in accordance with the provisions under 24 C.F.R. Part 135. References in the language below to “contract” shall mean this Agreement or any subcontract entered into pursuant to this Agreement, and references to “contractor” shall mean City or its subcontractors:

- 8.14.1 The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- 8.14.2 The parties to this contract agree to comply with HUD’s regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this contract, the Parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- 8.14.3 The contractor agrees to send to each labor organization or representative of workers with which contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of contractor’s commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- 8.14.4 The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135,

and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The contractor will not subcontract with any Subcontractor where the contractor has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.

- 8.14.5 The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. Part 135.
- 8.14.6 Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.
- 8.14.7 With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

8.15 City shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in the United States Department of Labor regulations at 29 C.F.R. Part 3.

8.16 In addition to the equal employment opportunity requirements set forth in Section 12.2, City shall comply with, as applicable, Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

8.17 In the event there is any construction work over Two Thousand Dollars (\$2,000) financed in whole, or in part, with CDBG Funds under this Agreement, City shall, if

applicable, comply with the Davis-Bacon Act (40 U.S.C. 276a-276a-7), as supplemented by the United States Department of Labor regulations (24 CFR Part 5), which requires all laborers and mechanics working on the Project be paid not less than prevailing wage rates as determined by the Secretary of Labor. County shall determine the applicability of the Davis-Bacon Act to the Project under this Agreement.

## **ARTICLE 9 - FINANCIAL RESPONSIBILITY**

9.1 City shall comply with the requirements, standards, and the applicable provisions set forth in 2 C.F.R. Part 200, "Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards" and 24 C.F.R. Part 570.502. In accordance with 2 C.F.R. Part 200.101(b)(3), with the exception of the requirements set forth in 2 C.F.R. Part 200, Subpart F, Audit Requirements, in the event any of the provisions of federal statutes or regulations relating specifically to the CDBG Program differ from the provisions set forth in 2 C.F.R. Part 200, the provision of the federal statutes or regulations specific to the CDBG Program shall govern.

9.2 City shall comply with the audit requirements set forth in 2 C.F.R. Part 200, Subpart F, "Audit Requirements," and Chapter 10.550, Rules of the Auditor General, State of Florida, as applicable. The audit required under 2 C.F.R. Part 200 must be filed with County within one hundred twenty (120) days after the close of the fiscal year of City. All CDBG Funds provided by County should be shown via explicit disclosure in the annual financial statements or the accompanying notes to the financial statements.

9.3 City shall use CDBG Funds only for eligible Project activities as specified in Exhibit A and in accordance with the Project budget set forth in Exhibit B.

9.4 City shall budget and expend all CDBG Funds provided by County under this Agreement in accordance with County's "Procedures Manual for Subrecipients."

9.5 In addition to County's right to terminate this Agreement in accordance with Article 11, City shall be required to repay to County, in County's sole discretion, any CDBG Funds determined by County or HUD to be ineligible for reimbursement under the terms of this Agreement, including but not limited to in the following events:

- 9.5.1 Use of any CDBG Funds for ineligible Project expenses or activities, including any overpayments by County.
- 9.5.2 Any CDBG Funds expended by City, or any of its Subcontractors, in violation of this Agreement.
- 9.5.3 Failure to complete the Project in a manner that complies with the national objectives described in this Agreement.



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

9.6 City shall account for "Program Income," as defined in 24 C.F.R. Part 570.500(a), in accordance with the provisions under 24 C.F.R. Part 570.504. Any Program Income received by City after the Effective Date (as defined in Article 10) that was generated under this Agreement or any prior fiscal year CDBG Program funding agreement with County shall be returned to County in accordance with 24 C.F.R. Part 570.503(b) and 24 C.F.R. Part 570.504, relating to Program Income under the CDBG Program. Unless otherwise provided in any Rules and Regulations of HUD, County may reallocate the Program Income to City's CDBG funding award in County's next CDBG Program funding cycle, subject to the retention of a twenty percent (20%) administrative fee payable to County.

9.7 Real Property; Reversion of Assets. City shall comply with the requirements under 24 C.F.R. Parts 570.503 and 570.505, as applicable, including but not limited to the following:

- 9.7.1 Upon the expiration or earlier termination of this Agreement, City shall transfer to County any CDBG Funds on hand and any accounts receivable attributable to the use of CDBG Funds under this Agreement.
- 9.7.2 Real property under City's control that was acquired or improved, in whole or in part, with CDBG Funds in excess of Twenty-five Thousand Dollars (\$25,000) shall be used to meet one of the CDBG Program national objectives set forth in 24 C.F.R. Part 570.208 during the term of this Agreement and for a period ending five (5) years after the expiration or earlier termination of this Agreement, or for such longer period of time as determined to be appropriate by County. In the event City fails to use CDBG Program-assisted real property in a manner that meets a CDBG national objective for the prescribed period of time, City shall pay County an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non CDBG Program funds for acquisition of, or improvement to, the property. Such payment shall constitute Program Income to County.

9.8 Disposition of Equipment. City shall comply with requirements for use and disposition of equipment acquired in whole, or in part, with CDBG Funds under this Agreement in accordance with 2 C.F.R. Part 200.313; except that, pursuant to 24 C.F.R. Part 570.502(8), if equipment is sold, the proceeds shall be Program Income.

## **ARTICLE 10. TERM OF AGREEMENT**

The term of this Agreement shall commence retroactively on October 1, 2019 ("Effective Date"), and shall end on September 30, 2020, unless terminated earlier or extended pursuant to the terms of this Agreement. City may submit a written request for an extension to the term of this Agreement to the Contract Administrator no less than one hundred and twenty (120) days prior to the expiration date of this Agreement. If the Contract Administrator approves an extension to the term of this Agreement, the Parties shall enter into an amendment as provided in Section 12.17.

## **ARTICLE 11. TERMINATION**

11.1 This Agreement is subject to the availability of CDBG Program funding from HUD. In the event that HUD terminates, suspends, discontinues, or substantially reduces the CDBG Funds available for the Project activity under this Agreement, as determined in County's sole discretion, County may terminate this Agreement upon City's receipt from County of no less than twenty-four (24) hours' notice.

### **11.2 Termination for Cause.**

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

11.2.2 Termination for cause by County may include but is not limited to: (i) City's failure to meet any of the project deadlines set forth in Exhibit C, within forty-five (45) days after the applicable deadline; (ii) City's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices; (iii) City's failure to comply with applicable federal, state, or local law or regulations, including the Rules and Regulations of HUD; (iv) City's failure to repay County as provided for in Section 9.5; (v) City's failure to comply with the monitoring and reporting requirements of this Agreement, including the requirements of Section 3.4;



(vi) City's material breach of the representations and warranties set forth in Article 7; or (vii) City's contracting with a Subcontractor who has been debarred, suspended, or is otherwise excluded from, or ineligible for participation in, any federal assistance program subject to 2 C.F.R. Part 2424. This Agreement may also be terminated for cause by County if a Subcontractor is a "scrutinized company" pursuant to Section 215.473, Florida Statutes, if a Subcontractor is placed on a "discriminatory vendor list" pursuant to Section 287.135, Florida Statutes, or upon the occurrence of any of the grounds set forth in Section 287.135, Florida Statutes.

11.2.3 In the event this Agreement is terminated by County for cause, City shall repay to County any CDBG Funds determined by County to be due in accordance with Section 9.5. County may, in its sole discretion, reduce City's obligation to repay County by making an administrative offset against any requests by City for payment up to the effective date of termination as provided in Section 11.4.

If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

11.3 Termination for Convenience. This Agreement may be terminated for convenience by either party, which termination date shall be not less than thirty (30) days after the date of such written notice. 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.

11.4 In the event this Agreement is terminated for any reason, County may, in County's sole discretion, reimburse City upon receipt of a Request for Payment, utilizing the form provided in Exhibit E, for documented and committed eligible Project expenses, in accordance with the terms of this Agreement and Exhibit B, incurred by City prior to the date either party provides written notice of termination to the other party. For purposes of this Agreement, a documented and committed eligible Project expense means any verifiable committed expense, including but not limited to a purchase order for payment of materials and supplies, executed by City or Subcontractor on City's behalf, for Project activities under this Agreement. Notwithstanding the above, City shall not expend, or commit to expend, any funds for eligible Project expenses under this Agreement after either party provides written notice of termination to the other party. Any payment by County pursuant to this section is subject to the repayment provisions in Section 9.5, and County shall not be required to reimburse City for any or all of the CDBG Funds requested by City where County has determined that City failed to complete the Project in a manner complying with this Agreement or the Rules and Regulations of HUD.

11.5 Notice of suspension or termination of this Agreement shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "Notices" section of this Agreement.

11.6 In the event this Agreement is terminated for any reason, any amounts due City shall be withheld by County until all documents are provided to County pursuant to Section 12.1.

## **ARTICLE 12 - MISCELLANEOUS**

12.1 Rights in Documents and Works. Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of County, and, if a copyright is claimed, City grants to County and the Federal Government a nonexclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by City, whether finished or unfinished, shall become the property of County, including, any patent rights with respect to any discovery or invention which arises or is developed in the course of or under this Agreement, and shall be delivered by City to the Contract Administrator within seven (7) days after termination of this Agreement by either party. Any compensation due to City shall be withheld until all documents are received as provided herein. City shall ensure that the requirements of this section are included in all agreements with its Subcontractors.

12.2 Equal Employment Opportunity. No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. City shall include the foregoing or similar language in its contracts with any Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

12.3 Public Records. City shall comply with all applicable requirements of Chapter 119, Florida Statutes, including the requirements of Section 119.0701.

12.4 Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of City and its Subcontractors that are related to this Agreement. City and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this

Agreement and performance thereunder. All such books, records, and accounts of City and its Subcontractors 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 Subcontractors shall make same available in written form at no cost to County.

City and its Subcontractors 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 a minimum of four (4) years after the expiration or earlier termination of this Agreement, or until resolution of any audit findings, whichever is longer. In addition, City must comply with the records retention requirements set forth in 24 C.F.R. Part 570.502(7)(i). County audits and inspections pursuant to this section may be performed by any County representative (including any outside representative engaged by County). County reserves the right to conduct such audit or review at City's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.

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. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature by City in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit shall be reimbursed to County by City in addition to making adjustments for the overcharges. Any adjustments and/or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to City.

City shall ensure that the requirements of this section are included in all agreements with its Subcontractors performing services for the Project.

12.5 Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either County or City nor shall anything included herein be construed as consent by either County or City to be sued by third parties in any matter arising out of this Agreement. Both County and City are political subdivisions as defined in Section 768.28, Florida Statutes, and each shall be responsible for the negligent or wrongful acts or omissions of their employees pursuant to Section 768.28, Florida Statutes.

12.6 Independent Contractor. City is an independent contractor under this Agreement and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing the Project, neither City nor its agents shall act as officers, employees, or agents of County. City shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

12.7 Third Party Beneficiaries. Neither City nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and no third party shall be entitled to assert a claim against either of them based upon this Agreement.

12.8 Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section. All documentation or payments required to be provided under this Agreement shall also be made at the address provided in this section.

For County:

Ralph Stone, Director  
Broward County Housing Finance and  
Community Redevelopment Division  
110 N.E. 3<sup>rd</sup> Street - Third Floor  
Fort Lauderdale, Florida 33301  
Email address: [rstone@broward.org](mailto:rstone@broward.org)

For City:

Nancy Morando, City Manager  
City of Parkland  
6600 University Drive  
Parkland, FL 33067  
Email: [nmorando@cityofparkland.org](mailto:nmorando@cityofparkland.org)

With a copy to:

Christine Hunschofsky, Mayor  
City of Parkland  
6600 University Drive  
Parkland, FL 33067  
Email: [chunschofsky@cityofparkland.org](mailto:chunschofsky@cityofparkland.org)  
Phone: (954) 757-4127

12.9 Assignment. Except for subcontracting approved in writing by County at the time of its execution of this Agreement or any written amendment hereto, neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by City without the prior written consent of County. If City violates this provision, County shall have the right to immediately terminate this Agreement.

12.10 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement 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 of this Agreement. 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. To be effective, any waiver must be in writing signed by an authorized signatory of the waiving party.

12.11 Compliance with Laws. City and the Project shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations, including the Rules and Regulations of HUD, and any related federal, state, or local laws, rules, and regulations.

12.12 Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

12.13 Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either party.

12.14 Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect 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. Any reference to “days” means calendar days, unless otherwise expressly stated.

12.15 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 12 of this Agreement, the provisions contained in Articles 1 through 12 shall prevail and be given effect. If there is a conflict between any provisions set forth in this Agreement and a more stringent state or federal provision which is applicable to this Agreement, the CDBG Funds, or the Project, the more stringent state or federal provision shall prevail.

12.16 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in 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 shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

**12.17 Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of County and City. The County Administrator is hereby authorized to execute amendments that extend the term of the Agreement or that change the Project, so long as the Project, as amended, consists of eligible activities under 24 C.F.R. Part 570. The Contract Administrator is hereby authorized to approve, in writing, line item budget changes to the information set forth in Exhibit B during the term of this Agreement, and for sixty (60) days after expiration or earlier termination of this Agreement, in order to reconcile City's expenditures of CDBG Funds, provided such changes do not result in an increase in the total amount of the CDBG Funds. The written document from the Contract Administrator approving such changes shall be deemed incorporated into this Agreement.

**12.18 Prior Agreements.** This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

**12.19 Payable Interest.**

**12.19.1 Payment of Interest.** County shall not be liable to pay any interest to City for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof City waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This paragraph shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

**12.19.2 Rate of Interest.** If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, one quarter of one percent (0.25%) simple interest (uncompounded).



12.20 Survival. County's right to monitor, evaluate, enforce, audit, and review, any obligations by City to indemnify and insure, any representations and warranties of City, and items of financial responsibility shall survive the expiration or earlier termination of this Agreement. Any provision of this Agreement that contains a restriction or requirement which extends beyond the date of termination or expiration set forth herein shall survive expiration or earlier termination of this Agreement and be enforceable.

12.21 Further Assurance. The Parties shall execute, acknowledge, deliver, and cause to be done, executed, acknowledged, and delivered all such further documents and perform such acts as shall reasonably be requested of them to carry out this Agreement and give effect hereto, and as may be required to comply with the Rules and Regulations of HUD or any other applicable federal, state, or local laws, regulations, directives, and objectives. Accordingly, without in any manner limiting the specific rights and obligations set forth in this Agreement, the Parties intend to cooperate with each other in effecting the terms of this Agreement.

12.22 Remedies. In the event of termination for cause, County may pursue any remedies available to it at law or in equity, including, without limitation, damages, specific performance, and criminal remedies.

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

12.24 Incorporation by Reference. Any and all recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached exhibits are incorporated into and made a part of this Agreement.

12.25 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

12.26 Use of County Logo. City shall not use County's name, logo, or otherwise refer to this Agreement in any marketing or publicity materials without the prior written consent of County.

[Remainder of Page Intentionally Left Blank]



IN WITNESS WHEREOF, the Parties have made and executed this Agreement: BROWARD COUNTY, through the County Administrator, authorized to execute same by action of the Board on the \_\_\_ day of \_\_\_\_\_, 20\_\_ (Agenda Item No. \_\_\_), and City of Parkland, signing by and through its \_\_\_\_\_, duly authorized to execute same.

COUNTY

WITNESSES:

BROWARD COUNTY, by and through  
its County Administrator

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Bertha Henry

\_\_\_\_\_  
Print Name

\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
Alicia C. Lobeiras (Date)  
Assistant County Attorney

By: \_\_\_\_\_  
Annika E. Ashton (Date)  
Deputy County Attorney

ACL  
45<sup>th</sup> Year CDBG – Parkland (Services)  
12/20/19  
#484305

AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF PARKLAND FOR  
FUNDING AND ADMINISTRATION OF 45TH YEAR COMMUNITY DEVELOPMENT  
BLOCK GRANT PROGRAMS FOR SENIOR RECREATION PROGRAM

CITY

ATTEST:

CITY OF PARKLAND

By: \_\_\_\_\_  
City Clerk (SEAL)

By: \_\_\_\_\_  
Mayor  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_  
City Manager  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_

I HEREBY CERTIFY that I have approved this  
Agreement as to form and legal sufficiency  
subject to execution by the parties:

By: \_\_\_\_\_  
City Attorney

Attachment: 45th Year CDBG - Parkland (Services) (45th Year CDBG Grant Agreement)

**EXHIBIT A****PROJECT DESCRIPTION****Project Name: Senior Recreation Program****Project Description:**

CDBG Funds in the amount of Thirty-Seven Thousand Five Hundred Fifty-eight Dollars (\$37,558) provided under the Agreement shall be used by City to provide a senior recreation program ("Project"), addressing the physical, social, intellectual, and cultural needs of a minimum of one hundred (100) unduplicated senior residents, 62 years of age and older, residing in City. TCity shall develop Project services and activities appropriate and necessary for the City's senior residents. CDBG Funds shall be utilized for contracted services, travel, supplies, and procurement of liability insurance for the Project.

City shall be responsible for determining eligibility of the participants. City shall provide activities for the senior residents including, but not limited to, field trips and in-class programs every month with knowledgeable instructors presenting a wide range of topics to educate, engage, and motivate the target population. The Project will enable seniors to maintain a physically active, intellectually stimulating, and socially enriched lifestyle based upon their personal interests and abilities. City's Parks and Recreation Senior Program Specialist shall direct the Project and supervise the instructors within City's City Hall Activity Room, Parkland Recreation and Enrichment Center and/or the Parkland Library. The field trips shall be implemented by the City's Parks and Recreation Senior Program Specialist.

City's Program Design is attached hereto as Attachment 1 to Exhibit A, solely for the purpose of providing a more comprehensive description of the overall program, in addition to the description provided in this Exhibit A.

**CDBG HUD National Objective: 24 CFR Part 570.208(a)(2), Limited Clientele Activities**

## ATTACHMENT 1 to EXHIBIT A

### PROGRAM DESIGN



#### **Program Summary**

The City of Parkland Senior Recreation Program ("Program") is designed to provide the senior citizens of Parkland (ages 62 and over), with a recreational, mature adult program consisting of two parts: field trip outings and classroom programs. The topics of these programs may coincide with one another. The classroom programs and field trip outings will be held every month.

#### **Program Implementation Overview**

The Senior Recreation Program is implemented by the City of Parkland's Parks and Recreation Department. The Senior Recreation in-class portion of the Program is conducted in the Parkland Recreation and Enrichment Center Activity Room and/or Parkland Library. The field trip portion is operated from the Parkland Recreation and Enrichment Center.

The Program has a Senior Program Specialist who monitors the implementation of the Senior Recreation Program. The Parks and Recreation Senior Program Specialist is responsible for confirming seniors' eligibility (by reviewing their identification), registering seniors for the Program, and monitoring the number of persons/households served, number of trips and classes taken, as well as ethnicity of all applicants as required for the purposes of submitting Quarterly Progress Reports to the County. Additional responsibilities of the Senior Program Specialist include: scheduling with the transportation company to lease a bus and driver in order to provide the necessary vehicle to travel to the proposed field trip locations, obtaining tickets and docent at the field trip location, providing an instructor for each of the classroom programs, providing a meeting location for the instructor and any support staff, and producing materials to market the Program. As part of the registration, for each applicant a copy of the identification is kept on file to track each of the applicant's use of the Program's services. The copy of the identification is kept in a locked cabinet for safety.

The City's Parks and Recreation Senior Program Specialist prepares the monthly reporting and grant reimbursement requests for the Program.

The field trips will include both educational and physical activity components. The field trip locations will be museums, golfing or/and exercise venues, as well as various botanical gardens located in the Broward, Palm Beach, and Miami/Dade counties.

## **Recipient Selection Criteria**

The Program is made available to all eligible seniors, ages 62 and over, who reside in Parkland. An application and copy of the personal identification, to verify age and residency of the participants of the Program, is kept on file.

## **Program Marketing**

The Program is marketed through the utilization of the following: flyers, announcements in the local magazine publications, City's newsletter, City's website, monthly e-blasts, and bulletin boards, and on the City's broadcast channel.

## **Schedule Field Trips/Classroom Activities Implementation**

City shall submit billings only for the number of seniors who have attended the field trips. City shall provide a comprehensive attendance sheet clearly identifying the names and number of seniors in attendance at the field trip. The billings shall be submitted with backup documentation, showing the number of tickets purchased. The field trips include both educational material and physical activity. City shall hire guest speakers and instructors for in-house portion of the Project to provide educational classes.

## **Income Categories to be served**

Low to Moderate Income. Limited Clientele. Seniors are presumed to be low-to-moderate income with a majority on a fixed income.

## **Applicant Processing and Verification**

There is an application process for the City's Senior Recreation Program. The seniors may register at the Parkland Amphitheater. The participants fill out an application and present identification to verify age and residency.

## **Payment Disbursement**

The City records and maintains file receipts, attendance, roster sheets, and trip confirmations. Funds are documented in the Program's monthly progress reports, and the portion of the project that is to be reimbursed to the City through the CDBG funding is documented in a monthly pay request.

**EXHIBIT B****BUDGET**

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

<b>Cost Category</b>		<b>(1) CDBG</b>	<b>(2) NON-CDBG CITY</b>	<b>Total</b>
<b>A.</b>	Personnel	\$	\$ 5,200	\$ 5,200
<b>B.</b>	Fringe Benefits	\$	\$ 1,000	\$ 1,000
<b>C.</b>	Travel	\$ 6,900	\$	\$ 6,900
<b>D.</b>	Equipment	\$	\$ 1,160	\$ 1,160
<b>E.</b>	Supplies	\$	\$ 600	\$ 600
<b>F.</b>	Contractual Services	\$ 24,558	\$	\$ 24,558
<b>G.</b>	Construction	\$	\$	\$
<b>H.</b>	Other	\$ 6,100	\$	\$ 6,100
<b>I.</b>	Total	\$ 37,558	\$ 7,960	\$ 45,518

**BUDGET NARRATIVE**

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

**CDBG Funds:      \$ 37,558.00**

**Travel** - City shall contract with a bus company to provide a driver and an approximately fifty-five (55) person capacity bus every month. - \$6,900

**Contractual Services** - City shall contract with a host destination site to include admission tickets and a docent on field trip outings. The field trips include both educational material and physical activity. The City shall hire guest speakers and

instructors for in-house portion of the Project to provide educational classes - \$ 24,558

**Other** - City shall purchase liability insurance required for the Project. - \$6,100

**Non-CDBG Funding Source(s): CITY - \$ 7,960**

**Personnel and Fringe** - City shall provide City staff to manage and monitor the scheduling and marketing of the field trips and class programs. This amount includes a portion of a salary and fringe benefits: \$5,200 + \$1,000 = \$6,200.

**Equipment** - City shall provide a computer program to register the participants and screens, easels, chairs, and tables for the Project. Electricity, use of computers, and use of website are included. City shall also provide suitable space and use of existing resources to provide the Project. Use of the space to conduct the Project will be held approximately two (2) hours on a monthly basis throughout the term of the Agreement. Utilities and maintenance will also be provided: \$1,160.

**Supplies** - City shall provide snacks and refreshments during field trip outings and for the in-class portion of the Project: \$600.

**Allowable Cost for U.S. HUD Share of Budget**

Federal cost principles for grants and contracts with state and local governments are set forth in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which contains a series of principles governing the allowability of various types of costs under federal grants and contracts. General information concerning the cost principles is summarized below. The following types of costs are specifically unallowable:

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

(H) Losses on other grants or contracts.

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

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

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

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

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

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

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

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

**Construction** costs include construction of new buildings, structures, or other real property as well as alteration or repair of existing structures. Construction costs should



be supported by detailed cost estimates and competitive bidding. Consult with the Housing Finance and Community Redevelopment Division's Compliance Officer on applicability of the Davis-Bacon Wage determination to the Project.

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

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

[Remainder of Page Intentionally Left Blank]

**EXHIBIT C****PROJECT TIMELINE**

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

<b>Work Task</b>	<b>Start-Up Date</b>	<b>Date of Completion</b>
Schedule Field Trips/Classroom Activities	October 1, 2019	September 15, 2020
Market Program	October 1, 2019	September 30, 2020
Record Registration and Provide Activities for a minimum of 100 unduplicated Seniors	October 1, 2019	September 30, 2020
Administer, Collect, and Record Senior Surveys	October 1, 2019	September 30, 2020
Quarterly Progress Reports and Final Beneficiary Data Report	October 1, 2019	September 30, 2020

## EXHIBIT D QUARTERLY PROGRESS REPORT

Reporting Period: \_\_\_\_\_

Date Report Prepared: \_\_\_\_\_

### A. Project Information

Agency Name	
Person Preparing the Report	
Job Title	
Signature	
Fiscal Year (FY)	
Project Name	
Project Start-Up Date	
Project Completion Date	
Amended Completion Date (if applicable)	

### B.1. Project Cost

		Funding Expended to Date	Percentage
<b>Total Project Cost</b>	\$	\$	%
<b>CDBG Funds</b>	\$	\$	%
<b>Non-CDBG Funds (specify funding source here)</b>	\$	\$	%

### B.2. Declaration of Agency Budget Changes

Program Income Amount: \_\_\_\_\_  
 Source of Program Income: \_\_\_\_\_  
 FY of the Program Income: \_\_\_\_\_

### B.3. Other Grant Awards

Dates: \_\_\_\_\_  
 Dollar Amount (s): \_\_\_\_\_  
 Funding Source(s): \_\_\_\_\_  
 Funding Contract Person(s): \_\_\_\_\_

**B.4. Describe attempts to secure additional funding:****B.5. Anticipated changes in staffing:**

Start date of staffing change: \_\_\_\_\_

Office hours: \_\_\_\_\_

Resignations: \_\_\_\_\_

Part-time or Full-time \_\_\_\_\_

employee: \_\_\_\_\_

Impact on Project: \_\_\_\_\_

**C.1. Describe specific Work Tasks and their status for this reporting period:**

Work Tasks	Status (e.g. Underway, Completed, Delayed, etc.)

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

**C.3. Describe anticipated problems or concerns with the Project. Please identify if technical assistance is needed and/or request assistance from the Housing Finance and Community Redevelopment Division (HFCRD) staff.**

**C.4. Anticipated advertisements and/or contractual services. If applicable, has the appropriate HFCRD staff has been notified and appropriate steps were take to assure compliance?**

**C.5. Please complete the information in the Direct Benefit Form for this reporting period and Year to Date (YTD).**

**Direct Benefit Form (instructions)**

To report about Capital Improvement Activities, please fill out Section 4 only.

To report about Public Service Activities, please fill out Sections 1-3 and 5. Please provide a list of numbered unduplicated Program Participants on a separate page <sup>1</sup>.

To report about Housing Activities, please fill out Sections 1-3 **and** all parts of Section 6 **or** all parts of Section 7.

Indicate if counting persons or households (for Housing Activities). Only unduplicated counts should be provided.	Total number served this reporting period	Total number served year to date (YTD)
<b>1. Ethnicity Data (Required)</b>		
Hispanic		
Non-Hispanic		
<b>1. Total</b>		
<b>Identify below the race of all of Program Participants counted in Section 1 above; identify for "this reporting period" and "YTD" as well as Hispanic and Non-Hispanic.</b>		
<b>2. Racial Data (Required)</b>	Non-Hispanic	Hispanic
1. White		
2. Black/African American		
3. Asian		
4. American Indian/Alaskan Native		
5. Native Hawaiian or other Pacific Islander		
6. American Indian/Alaskan Native and White		
7. Asian and White		
8. Black/African American and White		
9. American Indian/Alaskan Native and Black/African American		
10. Other Multi-Racial		
<b>2. Total</b>		
<b>Number of Program Participants in Section 3 below should equal to Section 1 and 2 above.</b>		
<b>3. Income Data (Required)</b>	Total number served this reporting period	Total number served year to date (YTD)
Extremely Low Income < or = 30% of area median		
Very Low Income < or = 50% of area median		
Low Income < or = 80% of area median		
Non-Low Income > 80% of area median		
<b>3. Total</b>		
<b>4. Census Tract Served (Required for Capital Projects only)</b>		
<b>5. Public Services: (Required)</b>	Total number served this reporting period	Total number served year to date (YTD)
Number of persons who have <u>new access</u> to this service or benefit		
Number of persons who have <u>improved access</u> to this service or benefit		
Number of persons who receive a service or benefit that is <u>no longer substandard</u>		
<b>5. Total</b>		

<sup>1</sup> This list is for Public Service Activities only. The list should provide, at minimum, each participant's Full Name, Address, City, and Age as well as Funding Year, Sub-Recipient's name, Program Name, and date the Participant registered for the program. Please sort by month of registration. Do not send copies of IDs. Keep copies of IDs for your records.

Direct Benefit Form for Housing Activities onlyApplicable if implementing Rehab Activity:

<b>6. Rehab/Minor Home Repair Program Data (Required)</b>		Total number served <b>year to date (YTD) - fill in details below</b>	
<b>Households Assisted (information as shown in Broward County Property Appraiser's records<sup>2</sup>)</b>			
Full Name	Full Address	Construction Cost Assistance/ County Mortgage Amount \$	
1.			
2.			
3.			
and so on...			
<b>6. Total Households Served</b>		<b>Total Assistance \$</b>	
<b>Please indicate Income Data below for each served Household:</b> <b>Extremely Low Income &lt; or = 30% of area median,</b> <b>Very Low Income &lt; or = 50% of area median,</b> <b>Low Income &lt; or = 80% of area median, or</b> <b>Non-Low Income &gt; 80% of area median.</b>			
<b>The data in Sections 6-a, 6-b, 6-c, and 6-d below is referring to the units reported about in Sections 6 and Sections 1-3 on the previous page.</b>			
<b>6a. Income Data for Rehab/Minor Home Repair Program (Required)</b>			
1.			
2.			
3.			
and so on...			
<b>6-b. LEAD PAINT Reporting: Units Rehabilitated/Repaired under this grant (Required)</b>		Total number of units <b>year to date (YTD) - fill in details below</b>	
Housing constructed before 1978			
Exempt: housing constructed in 1978 and later			
No paint has been disturbed during rehab/repair			
Otherwise exempt: (Please explain exemption in writing)			
<b>6-b. Total</b>			
<b>6-c. Units that needed Lead Hazard Remediation Action (Required)</b>		Total number of units <b>year to date (YTD) - fill in details below</b>	
Lead Safe Work Practices [24 CFR 35.930(b)] <b>(Hard Cost less than \$5,000)</b>			
Interim Controls or Standard Practices [24 CFR 35.930(c)] <b>(Hard Cost \$5,000-\$25,000)</b>			
Abatement [24 CFR 35.930 (d)] <b>(Hard Cost more than \$25,000)</b>			
<b>6-c. Total</b>			
<b>6-d. Other Rehab Data (Required)</b>		Total number of units <b>year to date (YTD) - fill in details below</b>	
Units occupied by Seniors (62 years old and over)			
Units changed from sub-standard to standard conditions (HQS or local codes)			
Units made accessible			
<b>6-d. Total</b>			

<sup>2</sup> Please attach Broward County Property Appraiser's (BCPA.net) Property Search printout for each served household reported

Direct Benefit Form for Housing Activities onlyApplicable if implementing Down Payment Assistance Activity:

7. 1st Time Homebuyer Program/Down Payment Assistance Program Data (Required)		Total number served year to date (YTD) - fill in details below	
Homeowners Assisted			
Full Name	Full Address	Down Payment Assistance	
1.			
2.			
3.			
and so on...			
7. Total Households Served		Total Assistance \$	
<p><i>Please indicate Income Data below for each served Household:</i>  <i>Extremely Low Income &lt; or = 30% of area median,</i>  <i>Very Low Income &lt; or = 50% of area median,</i>  <i>Low Income &lt; or = 80% of area median, or</i>  <i>Non-Low Income &gt; 80% of area median</i></p> <p><i>The data in Section 7-a below is referring to the units reported about in Sections 8 above and Sections 1-3 previously.</i></p>			
<b>7-a. Income Data for 1st Time Homebuyer Program/Down Payment Assistance Program Data (Required)</b>			
1.			
2.			
3.			
and so on...			

**D. Program Objectives**

<b>* Work Tasks</b>	<b>Projected Yearly Total/ Performance</b>	<b>Monthly Progress</b>	<b>Progress Yr-To-Date</b>	<b>Supporting Documentation</b>
Schedule Field Trips/Classroom Activities	12 trips 12 classes (generally, on a monthly basis)			Reservations and bus confirmations
Market Program	12 trips 12 classes (generally, on a monthly basis)			Field trip and class program flyers and advertisements on CITY's website
Record Registration and Provide Activities for a minimum of 100 unduplicated seniors	100			Roster, attendance sheets, and registration forms
Administer, Collect, and Record Senior Surveys	100			Surveys and Results
Quarterly Progress Reports and Final Beneficiary Data Report	12			Reports and invoices with supporting documentation

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



**EXHIBIT E**  
**REQUEST FOR PAYMENT**

**Community Development Block Grant Program**  
**45th Year Program**

Contract Period: \_\_\_\_\_ to \_\_\_\_\_

<b>1. Project Name:</b>			
<b>2. Organization:</b>		<b>Telephone Number:</b>	
<b>3. Billing Number:</b>			
<b>4. Billing Period Covered:</b>			
<b>5. % of Total Contract, Expended through this Billing:</b>			
<b>6. Cost Categories</b>	<b>Total Expenditures Up to Last Billing</b>	<b>Expenditures This Billing</b>	<b>Total Expenditures To Date</b>
<b>A. Project Costs</b>			
Salary and Fringes			
Contractual			
Construction (Retainage)			
Construction (All other construction costs)			
Other Project Costs			
<b>Total Expenditures</b>			
<b>Funds Obligated: (By Funding Agreement)</b>			
<b>Balance</b>			
<b>B. In-kind</b>			

**Attachment: 45th Year CDBG - Parkland (Services) (45th Year CDBG Grant Agreement)**

<b>7. Details of Request for Payment (Attach copies of Invoices, Other Applicable Documentation)</b>			
<b>Vendor Name</b>	<b>Invoice # (If Applicable)</b>	<b>Description of Service</b>	<b>Amount</b>

Total Request for Reimbursement \$ \_\_\_\_\_

**8. Certification:**

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

\_\_\_\_\_  
Signature and Title of Authorized Official

\_\_\_\_\_  
Date

**CITY OF PARKLAND**

Meeting: Wednesday, February 5, 2020

**AGENDA SUMMARY**

Agenda Item: 8.A

---

**PRESENTATION****SHORT TITLE:** Eagles' Haven Presentation**SUBMITTED BY:** Todd DeAngelis**SPONSOR:****DEPARTMENT:** Director of Communications**ORIGIN OF REQUEST:**

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**BACKGROUND & PURPOSE**

Eagles' Haven is a community wellness center created solely and mindfully for the Marjory Stoneman Douglas community. This wellness center provides former, current, and future students with a singular, responsive mental wellness resource center. These resources are also provided to the parents of students as well as the Stoneman Douglas faculty and staff. Eagles' Haven is open seven days a week and is free of charge to everyone. As we near the second year commemoration of the Stoneman Douglas tragedy, and other potential traumatic reminders, this center is an indispensable asset to our community as it continues to heal.

Representatives from Eagles' Haven will offer a brief presentation regarding their services.

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## CITY OF PARKLAND

Meeting: Wednesday, February 5, 2020

## AGENDA SUMMARY

Agenda Item: 8.B

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### ORDINANCE: 2019-017

Regular Agenda, Second Reading

**SHORT TITLE:** Prohibition of the sale and use of vaping products (2nd Reading)

**SUBMITTED BY:** Andrew Maurodis

**SPONSOR:**

**MEETING GROUP:** City Commission

**ORIGIN OF REQUEST:**

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### STAFF RECOMMENDATION

#### STRATEGIC PLAN

**Strategy:** Quality of Life Experiences, Policy Leadership

**Goals & Actions by Strategy:** Maintain a safe community

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### BACKGROUND & PURPOSE

At the Aug. 21, 2019, City Commission meeting, Mayor Hunschofsky requested the City Attorney draft an ordinance prohibiting the sale or use of vaping products within the City. Hunschofsky requested the ordinance be as strict as legally possible, and to have staff determine the best course of action in communicating the dangers of vaping.

**This item was tabled on second reading as a result of pending legal concerns relative to state law. The Federal Government has recently acted to restrict those under 21 from purchasing vaping supplies and equipment.**

#### Public Hearings:

*City Commission (Sept. 25, 2019)* - Commissioner Kagan motioned to approve. Commissioner Mayersohn seconded and the motion carried unanimously.

*City Commission (Oct. 16, 2019)* - This item was tabled.

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### FISCAL IMPACT

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## ORDINANCE NO. 2019-017

**AN ORDINANCE OF THE CITY OF PARKLAND, FLORIDA,  
PROHIBITING THE SALE AND PURCHASE OF VAPOR  
GENERATING ELECTRONIC DEVICES TO PERSONS UNDER  
21-YEARS-OF-AGE AND PROHIBITING VAPING WITHIN  
MUNICIPAL BUILDINGS AND ON THE GROUNDS OF CITY  
PARKS; PROVIDING FOR CODIFICATION; PROVIDING FOR  
SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE  
DATE.**

**WHEREAS**, scientific analysis, including by the United States Food and Drug Administration, the United States Surgeon General, and the National Academies of Sciences, Engineering and Medicine, shows that the vapor or aerosol emitted by the use of vapor products contains particles of solvents, flavorings, and chemical byproducts produced in the heating process that may result in adverse health consequences from direct or passive exposure, especially in vulnerable populations such as children, pregnant women, and individuals with compromised lung function or cardiovascular conditions; and

**WHEREAS**, pursuant to Florida Statute 386.209, the City has the authority to impose more restrictive regulations on the use of vapor generating devices than is provided in State law; and

**WHEREAS**, the lack of regulations prohibiting vaping in public places sends a mixed message to youth, may renormalize the use of nicotine, and may adversely impact the health of both vapor product users and non-users; and

**WHEREAS**, the City Commission finds that more restrictive regulation of the use of vapor generating devices and products used in said devices is in the best interests of the health and safety of its residents.

**NOW THEREFORE BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF PARKLAND AS FOLLOWS:**

**SECTION 1.** The above referenced “Whereas” clauses are true and correct and made a part hereof.

**SECTION 2.** A new section \_\_\_\_ of the City Code is hereby created to read as follows:

**Regulation of the sale, purchase and use of Vapor-generating electronic devices**

**a. Definitions:**

**“Vape” or “vaping” means to inhale or exhale vapor produced by a vapor-generating electronic device or to possess a vapor-generating electronic device while that device is actively employing an electronic, a chemical, or a mechanical means designed to produce vapor or aerosol from a nicotine product or any other substance. The term does not include the mere possession of a vapor-generating electronic device.**

**“Vapor” means aerosolized or vaporized nicotine or other aerosolized or vaporized substance produced by a vapor-generating electronic device or exhaled by the person using such a device.**

Formatting key: ~~Strikethrough~~ represents deleted text, and underline represents added text.

“Vapor-generating electronic device” means any product that employs an electronic, a chemical, or a mechanical means capable of producing vapor or aerosol from a nicotine product or any other substance, including, but not limited to, an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or other similar device or product, any replacement cartridge for such device, and any other container of a solution or other substance intended to be used with or within an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or other similar device or product.

“Vapor-generating electronic device retailer” or “retail vape shop” means any enclosed indoor workplace dedicated to or predominantly for the retail sale of vapor-generating electronic devices and components, parts, and accessories for such products, in which the sale of other products or services is merely incidental.

*b. Prohibition.* Vaping is hereby prohibited in the following areas:

1. Within all municipal buildings and on all property on which such municipal buildings are located; and
2. On the grounds of any City park or within any building located on a City park.

*c. Possession, Purchase or Use.* No person under the age of 21 years of age may possess, purchase or use any vapor-generating electronic device or any product sold for the purpose of use within a vapor generating electronic device.

*d. Sales.* No person or business shall sell a vapor generating electronic device, or a product sold for the purpose of use within a vapor generating electronic device, to a person under the age of 21 years of age. A person (or business) who sells vapor-generating electronic devices and components, parts, and accessories for such products shall post, in a place close to the point of sale and conspicuous to both employees and customers, a sign that includes the following statement in no less than 18-point font:

**"THE PURCHASE OF A VAPOR PRODUCT BY A MINOR UNDER 21 YEARS OF AGE AND THE PROVISION OF A VAPOR PRODUCT TO A PERSON UNDER THE AGE OF 21 IS PROHIBITED BY LAW."**

*e. Violation and Fine.* Any person that violates this Section shall be subject to a fine up to the amount of \$500.00 per violation.

**SECTION 3.** It is the intention of the City Commission and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of the City of Parkland, and that the sections of this ordinance may be renumbered to accomplish such intent.

**SECTION 4.** Should any section or provision of this ordinance or any portion thereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof as a whole or part thereof other than the part declared to be invalid.

**SECTION 5.** This ordinance shall be in full force and effect immediately upon its passage and adoption.

**PASSED 1<sup>ST</sup> READING THIS 25th DAY OF September, 2019.**

Formatting key: ~~Strikethrough~~ represents deleted text, and underline represents added text.

ADOPTED ON 2<sup>ND</sup> READING THIS 5th DAY OF February, 2020.

CITY OF PARKLAND, FLORIDA

\_\_\_\_\_  
CHRISTINE HUNSCHOFSKY  
MAYOR

ATTEST:

\_\_\_\_\_  
STEPHANIE FROHMAN, DEPUTY CITY CLERK

Approved as to form and legality

\_\_\_\_\_  
ANDREW MAURODIS, CITY ATTORNEY



## CITY OF PARKLAND

Meeting: Wednesday, February 5, 2020

## AGENDA SUMMARY

Agenda Item: 8.C

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### ORDINANCE: 2020-001

Regular Agenda, Second Reading

**SHORT TITLE:** Annexing the Beasley Parcel into the City of Parkland (2nd Reading)

**SUBMITTED BY:** Andrew Maurodis

**SPONSOR:**

**MEETING GROUP:** City Commission

**ORIGIN OF REQUEST:**

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### STAFF RECOMMENDATION

#### STRATEGIC PLAN

**Strategy:** Intergovernmental Engagement , Effective & Efficient Government , Policy Leadership

**Goals & Actions by Strategy:** Other

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### BACKGROUND & PURPOSE

In December 2019, City staff was successful in closing on the acquisition of the Beasley parcel. This parcel is presently located in unincorporated Broward County. The Beasley parcel is contiguous to the City of Parkland on all sides with no portion of the property falling within the boundary of another municipality. The parcel meets all statutory prerequisites for annexation in the City.

At the December 18, 2019 City Commission meeting, the Commission adopted Resolution 2019-127 accepting an annexation petition an commencing the annexation process as set forth in Section 171.044, Florida Statutes. Enactment of this Ordinance is the next step in the process.

#### Public Hearing:

*City Commission (Jan. 8, 2020)* - Commissioner Walker motioned to approve. Commissioner Kagan seconded and the motion carried unanimously.

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### FISCAL IMPACT

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## ORDINANCE NO. 2020-001

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF PARKLAND, FLORIDA, PROVIDING FOR THE ANNEXATION INTO THE CORPORATE LIMITS OF THE CITY OF PARKLAND OF APPROXIMATELY 25 ACRES LOCATED ON THE NORTHEAST CORNER OF NOB HILL ROAD AND HILLSBORO BOULEVARD AND CONTAINING PROVISIONS FOR IMPLEMENTATION AND FILINGS WITH THE APPROPRIATE GOVERNMENTAL AGENCIES; PROVIDING FOR INCLUSION IN THE CITY CODE; PROVIDING FOR SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City of Parkland ("Owner") owns the property described on Exhibit A (the Land) and wishes to have the Land annexed into the corporate boundaries of the City of Parkland;

**WHEREAS**, the map attached as Exhibit B reflects the general location of the Land; and

**WHEREAS**, the Land is located in unincorporated Broward County contiguous to the City of Parkland; and

**WHEREAS**, Owner submitted an annexation petition meeting all statutory requirements on December 9, 2019, a copy of which is on file with the City Clerk; and

**WHEREAS**, the requirements of Section 171.044, Florida Statutes, pertaining to voluntary annexations, have been complied with in that:

A. The Land is contiguous to the City of Parkland and is reasonably compact and does not create an enclave;

B. Parkland, the sole owner of the Land, has sought annexation by a Petition for Annexation and approves the annexation of the Land into the City of Parkland;

C. This ordinance has been advertised as required by Section 171.044, Florida Statutes;

D. The Land satisfies all criteria of State Law for annexation.

**WHEREAS**, the City Commission finds that annexation of the Land is in the best interest of the City of Parkland and the City of Parkland is prepared to provide all necessary municipal services to the Land; and

**WHEREAS**, the annexation of the Land into the City of Parkland will promote orderly planning and the efficient provision of municipal services to the Land; and

**WHEREAS**, the City has determined that the Petition for Annexation bears the signature of the Owner of the Land of the area proposed to be annexed and constitutes consent to this annexation.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE**

Formatting key: ~~Strikethrough~~ represents deleted text, and underline represents added text.

**CITY OF PARKLAND, AS FOLLOWS:**

**SECTION 1.** The above “WHEREAS” clauses are true and correct and made a part hereof.

**SECTION 2.** The Land is hereby annexed into the corporate boundaries of the City of Parkland, Florida, along with all public rights of way lying within the Land.

**SECTION 3.** The boundaries of the City of Parkland are re-defined to include the Land and all public rights of way lying directly within the Land. Upon annexation, the City shall have all home rule/municipal powers over the Land.

**SECTION 4.** The current land use and zoning remain unchanged by this Ordinance and shall be as provided in Section 171.062(2), Florida Statutes, until such time as the City of Parkland adopts a comprehensive plan that includes the annexed Land.

**SECTION 5.** This annexation is subject to the holding of a hearing by the Broward County Legislative Delegation and thereafter shall become effective as provided for by applicable law.

**SECTION 6.** Within seven days after its adoption a copy of this Ordinance shall be recorded in the Public Records of Broward County, Florida. Within 7 days of adoption this ordinance shall be filed with the Broward County Administrator and with the Florida Department of State. Within seven days of satisfaction of the requirements of the Broward County Legislative Delegation, the City shall record, in the official records of the City, a Notice of Delegation Action.

**SECTION 7.** It is the intention of the City Commission and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of the City of Parkland, Florida, and codified or otherwise made part of the official records of the City, and, if codified as part of the City Code, the sections of this ordinance may be renumbered to accomplish such intent.

**SECTION 8.** If any word, phrase, clause, sentence, or section of this ordinance is for any reason held unconstitutional or invalid, the invalidity thereof shall not affect the validity of any remaining portions of this ordinance.

**SECTION 9.** This Ordinance shall be effective immediately upon adoption but the annexation provided herein shall become effective as provided for in Chapter 96-542, House Bill 2633; at such time the Land shall become a part of the City of Parkland, to be governed by the City and subject to the laws and regulations of the City.

**PASSED 1<sup>ST</sup> READING THIS 8th DAY OF January, 2020.**

**ADOPTED ON 2<sup>ND</sup> READING THIS 5th DAY OF February, 2020**

**CITY OF PARKLAND, FLORIDA**

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**CHRISTINE HUNSCHOFSKY**  
**MAYOR**

Formatting key: ~~Strikethrough~~ represents deleted text, and underline represents added text.

106 ATTEST:

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110 **STEPHANIE FROHMAN, DEPUTY CITY CLERK**

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113 Approved as to form and legality

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117 **ANDREW MAURODIS, CITY ATTORNEY**

## EXHIBIT A LEGAL DESCRIPTION

A portion of Section 28, Township 47 South, Range 41 East. Azimuths shown hereon are based upon true north azimuth obtained from astronomical observation. Said portion being more particularly described as follows:

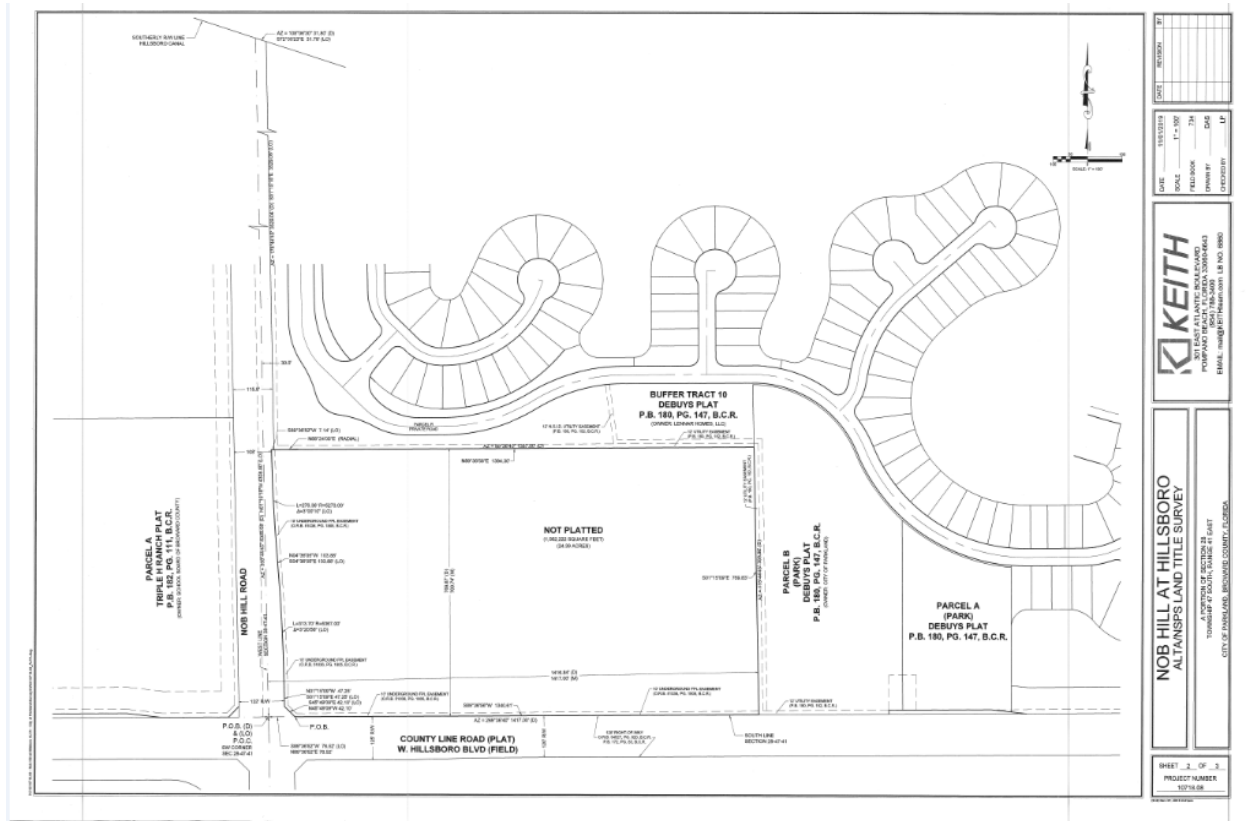
Beginning at the Southwest corner of said Section 28; thence on an azimuth of 358°44'45" along the West line of said Section 28, a distance of 4309.08 feet to a point on Southerly right-of-way line of the Hillsboro Canal; thence on an azimuth of 108°06'30" along said right-of-way line, a distance of 31.80 feet; thence on an azimuth of 178°44'45" and along a line parallel with and 30.00 feet East of, as measured at right angles to the said West line of Section 28, a distance of 3529.04 feet; thence on an azimuth of 89°36'40", along a line parallel with 769.87 feet North of, as measured at right angles to the South line of said Section 28, a distance of 1387.00 feet; thence, on an azimuth of 178°44'45" along a line parallel with, and 1416.84 feet East of, as measured at right angles to the said West line of Section 28, a distance of 769.96 feet to a point on the South line of said Section 28; thence on an azimuth of 269°36'40" along the said South line of Section 28, a distance of 1417.00 feet to the Point of Beginning. **Said lands now situated in Broward County, Florida. (previously Palm Beach County, Florida.)**

Less the following described lands conveyed in O.R. Book 48231, Page 391 of the Public Records of Broward County, Florida:

Beginning at the Southwest corner of said Section 28; thence run North 01°15'18" West (basis of bearing) 4308.90 feet along the West line of said Section 28 to an intersection with the Southerly right-of-way line of the Hillsboro canal; thence run South 72°00'23" East 31.78 feet along said southerly right-of-way line to an intersection with a line of 30 feet East of, as measured at right angles, and parallel with, the West line of said Section 28; thence run South 01°15'18" East 3529.06 feet along said parallel line; thence run South 89°36'52" West 7.14 feet to a point of intersection with the arc of a curve running Southeasterly to the left, a radial at said point bearing North 88°24'05" East; thence along the arc of said curve to the left, having a radius of 5273.00 feet and a central angle of 03°00'10" run Southeasterly 276.36 feet to a point of tangency; thence run South 04°36'05" East 103.88 feet along the tangent extended to a point of curvature of a curve to the right; thence along the arc of said curve to the right, having a radius of 5367.00 feet and a central angle of 03°20'56" run Southeasterly 313.70 feet to a point of tangency; thence run South 01°15'09" East 47.25 feet along the tangent extended; thence run South 45°49'09" East 42.10 feet to an intersection with the South line of Said Section 28; thence run South 89°36'52" West 76.52 feet along said South line to the Point of Beginning. **Said lands now situated and being in Broward County, Florida. (previously Palm Beach County, Florida.)**

Attachment: Exhibit A - Legal Description (Annexing the Beasley Parcel into the City of Parkland (2nd Reading))

## EXHIBIT B LOCATION MAP



Attachment: Exhibit B - Location Map (Annexing the Beasley Parcel into the City of Parkland (2nd Reading))

**CITY OF PARKLAND**

Meeting: Wednesday, February 5, 2020

**AGENDA SUMMARY**

Agenda Item: 8.D

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**DISCUSSION**

**SHORT TITLE:** City Clerk Selection

**SUBMITTED BY:** Jackie Wehmeyer

**MEETING GROUP:** City Commission

**SPONSOR:**

**ORIGIN OF REQUEST:**

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**STAFF RECOMMENDATION****STRATEGIC PLAN**

**Strategy:** Effective and Efficient Government

**Goals & Actions by Strategy:** Other

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**BACKGROUND & PURPOSE**

This meeting is set for the City Commission to discuss the interviews held at the January 28, 2020 City Commission meeting, and select a City Clerk.

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**FISCAL IMPACT**

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