

AGREEMENT BETWEEN BROWARD COUNTY AND REBUILDING TOGETHER BROWARD COUNTY, INC., FOR FUNDING OF MARTIN LUTHER KING JR. DAY OF SERVICE BLOCK REBUILD PROGRAM AND OTHER MINOR REPAIRS

This is an Agreement ("Agreement"), made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and Rebuilding Together Broward County, Inc., a Florida nonprofit corporation ("RTBC") (collectively referred to as the "Parties").

RECITALS

A. RTBC is a nonprofit corporation dedicated to ensuring safe and healthy homes while improving existing low-income housing.

B. RTBC, by and through its Safe and Healthy Home Program, provides services in connection with its Minor Home Repairs Program, Block Rebuild Program, and other minor home assessment and repair services. County and RTBC agree that these services are needed in the Broward County Municipal Services District ("BMSD").

C. County shall fund this Agreement utilizing the funds available in the 2024 budget for the BMSD.

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

1. **Purpose.** All Project Funds shall be utilized by RTBC for its Safe and Healthy Home Program, to provide a Minor Home Repairs Pilot Program in the BMSD and a Day of Service Block Rebuild, scheduled to occur over the January 2024 Martin Luther King, Jr., holiday weekend in the BSMD, as more specifically described in Exhibit A, Scope of Services, and referred to herein as the "Project."

2. **Project Guidelines.** RTBC shall implement the Project described in Exhibit A in a manner satisfactory to County, within the Project Timeline set forth in Exhibit A, and within the proposed Project Budget also set forth therein. All duties, obligations, and responsibilities of RTBC required by this Agreement shall be completed no later than the end of the Term. Time shall be deemed to be of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

3. <u>Term.</u> The term of this Agreement shall begin on the date it is fully executed by the Parties ("Effective Date") and shall terminate on September 30, 2024, unless terminated earlier or extended pursuant to the terms of this Agreement ("Term"). RTBC may submit a written request for an extension to the term of this Agreement to the Director of the Urban Planning Division, its successor and/or assigns ("Contract

Administrator") no less than sixty (60) 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 below. The continuation of this Agreement beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

4. <u>**Project Funds.</u>** County will provide an amount not to exceed Twenty-Five Thousand Dollars (\$25,000) ("Project Funds") to RTBC upon the terms and conditions set forth herein. The Parties acknowledge that RTBC shall have sole and complete control over the manner in which the Project Funds are utilized by RTBC for the Project, provided that such use is in accordance with the purpose stated herein. Nothing in this Agreement shall be interpreted to create an ongoing funding obligation on the part of County beyond the amount set forth herein.</u>

5. **Payment**. County shall provide Project Funds to RTBC on a reimbursement basis upon submission of Request for Payment to the County and approval of same by the Contract Administrator in his or her sole discretion.

5.1. RTBC shall provide matching funds, if any, as shown in Exhibit A. RTBC shall invoice County in accordance with Exhibit B, Request for Payment, together with supporting document evidencing the expenditures. Invoices shall include, at a minimum, (a) the scope of work for the expenditures sought to be reimbursed and (b) a final list of costs per homeowner assisted, each in a form approved by Contract Administrator.

5.2. County shall pay RTBC within thirty (30) days after receipt of RTBC'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 ("Code"). To be deemed proper, all invoices must comply with the requirements set forth in this Agreement.

5.3. Payment may be withheld for failure of RTBC to comply with any term, condition, or requirement of this Agreement. Payment will be made to RTBC at the address set forth for RTBC in the "Notices" section of this Agreement.

5.4. Nothing in this Agreement shall be interpreted to create an ongoing funding obligation on the part of County beyond the amount or Term set forth herein.

6. <u>Indemnification</u>. RTBC shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, 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 breach of this Agreement by RTBC, or any intentional, reckless, or negligent act or omission of RTBC, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, RTBC shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the County Attorney, any sums due RTBC 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.

7. <u>Termination</u>.

7.1 Termination for Cause. This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may be terminated for cause by County for reasons including, but not limited to, RTBC's failure to suitably or continuously perform the Services in a manner calculated to meet or accomplish the objectives in this Agreement or repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices. Unless otherwise stated in this Agreement, if this Agreement was approved by the Board of County Commissioners of Broward County, Florida ("Board") action, termination for cause by County must be by action of the Board or the County Administrator; in any other instance, termination for cause may be by the County Administrator, the County representative expressly authorized under this Agreement, or the County representative (including any successor) who executed the Agreement on behalf of County. If County erroneously, improperly, or unjustifiably terminates this Agreement for cause, such termination shall be deemed a termination for convenience pursuant to Section 7.2 effective thirty (30) days after such notice was provided and RTBC shall be eligible for the compensation provided in Section 7.2 as its sole remedy.

7.2 <u>Termination for Convenience; Other Termination</u>. This Agreement may also be terminated for convenience by the Board with at least thirty (30) days advance written notice to RTBC. RTBC acknowledges that it has received good, valuable, and sufficient consideration for County's right to terminate this Agreement for convenience including in the form of County's obligation to provide advance notice to RTBC of such termination in accordance with this section. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If this Agreement is terminated by County pursuant to this section, RTBC shall be paid for any services properly performed through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable, and County shall have no further obligation to pay RTBC for services under this Agreement.

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

7.4 In addition to any termination rights stated in this Agreement, County shall be entitled to seek any and all available contractual or other remedies available at law or in equity including recovery of costs incurred by County due to RTBC's failure to comply with any term(s) of this Agreement.

8. <u>Contract Administrator Authority</u>. The Contract Administrator is authorized to coordinate and communicate with RTBC to manage and supervise the performance of this Agreement. RTBC acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise materially modify the Scope of Services except as expressly set forth in this Agreement or, to the extent applicable, in the Broward County Procurement Code. Unless expressly stated otherwise in this Agreement or otherwise set forth in the Code or the Broward County Administrative Code, the Contract Administrator may exercise ministerial authority in connection with the day-to-day management of this Agreement. The Contract Administrator may also approve in writing minor modifications to the Scope of Services that do not increase the total cost to County or waive any rights of County.

9. <u>Public Records</u>. Notwithstanding any other provision in this Agreement, any action taken by County in compliance with, or in a good faith attempt to comply with, the requirements of Chapter 119, Florida Statutes, shall not constitute a breach of this Agreement. If RTBC is acting on behalf of County as stated in Section 119.0701, Florida Statutes, RTBC shall:

9.1 Keep and maintain public records required by County to perform the services;

9.2 Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by all applicable laws, codes, advisory circulars, rules, regulations, or ordinances of any federal, state, county, municipal, or other

governmental entity, as may be amended ("Applicable Law");

9.3 Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and after completion or termination of this Agreement if the records are not transferred to County; and

9.4 Upon expiration of the Term or termination of this Agreement, transfer to County, at no cost, all public records in possession of RTBC or keep and maintain public records required by County to perform the services. If RTBC transfers the records to County, RTBC shall destroy any duplicate public records that are exempt or confidential and exempt. If RTBC keeps and maintains the public records, RTBC shall meet all requirements of Applicable Law for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

If RTBC receives a request for public records regarding this Agreement or the services, RTBC must immediately notify the Contract Administrator in writing and provide all requested records to County to enable County to timely respond to the public records request. County will respond to all such public records requests.

RTBC must separately submit and conspicuously label as "RESTRICTED MATERIAL – DO NOT PRODUCE" any material (a) that RTBC contends constitutes or contains its trade secrets under Chapter 688, Florida Statutes, or (b) for which RTBC asserts a right to withhold from public disclosure as confidential or otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (collectively, "Restricted Material"). In addition, RTBC must, simultaneous with the submission of any Restricted Material, provide a sworn declaration or affidavit in a form acceptable to County from a person with personal knowledge attesting that the Restricted Material constitutes trade secrets or is otherwise exempt or confidential under Florida public, records laws, including citing the applicable Florida statute and specifying the factual basis for each such claim. Upon request by County, RTBC must promptly identify the specific applicable statutory section that protects any particular document. If a third party submits a request to County for records designated by RTBC as Restricted Material, County shall refrain from disclosing such material unless otherwise ordered by a court of competent jurisdiction, authorized in writing by RTBC, or the claimed exemption is waived. Any failure by RTBC to strictly comply with the requirements of this section shall constitute RTBC's waiver of County's obligation to treat the records as Restricted Material. RTBC must indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to nondisclosure of Restricted Material in response to a third-party request.

IF RTBC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO RTBC'S DUTY TO PROVIDE PUBLIC RECORDS

RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-4900, RSTONE@BROWARD.ORG, 110 NE 3rd STREET, SUITE 300, FORT LAUDERDALE, FLORIDA 33301.

10. <u>Audit Rights and Retention of Records</u>. County shall have the right to audit the books, records, and accounts of RTBC and all subcontractors that are related to this Agreement. RTBC and all subcontractors shall keep such books, records, and accounts as may be necessary to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts 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, RTBC and all subcontractors shall make same available in written form at no cost to County. RTBC shall provide County with reasonable access to RTBC's facilities, and County shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement.

RTBC and all subcontractors shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. This article shall survive any dispute or litigation between the Parties, and RTBC expressly acknowledges and agrees to be bound by this article throughout the course of any dispute or litigation with County. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). RTBC hereby grants County the right to conduct such audit or review at RTBC's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice. RTBC shall make all such records and documents available electronically in common file formats or via remote access if, and to the extent, requested by County.

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 reveals overpricing or overcharges to County of any nature by RTBC in excess of five percent (5%) of the total contract billings reviewed by County, RTBC shall make adjustments for the overcharges. Any adjustments 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 RTBC.

RTBC shall ensure that the requirements of this section are included in all agreements with all subcontractor(s).

11. <u>Independent Contractor</u>. RTBC is an independent contractor of County and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing services, neither RTBC nor its agents

shall act as officers, employees, or agents of County. RTBC shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

12. <u>**Regulatory Capacity</u>**. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If County exercises its regulatory authority, the exercise of such authority and the enforcement of Applicable Law shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a Party to this Agreement.</u>

13. <u>Sovereign Immunity</u>. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County nor shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Agreement.

14. <u>Third-Party Beneficiaries</u>. Neither RTBC nor County intends to primarily or directly benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

15. <u>Notices</u>. Unless otherwise stated herein, for 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 email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). Payments shall be made to the noticed address for Contractor. Addresses may be changed by the applicable Party giving notice of such change in accordance with this section.

FOR COUNTY:

Broward County Urban Planning Division Attn: Assistant Director 1 North University Drive, box 102 Plantation, Florida 33324 Email address: ddelsalle@broward.org

FOR RTBC:

Rebuilding Together Broward County, Inc. Attn: Robin Martin, Executive Director 901 NE 13th Street Fort Lauderdale, FL 33304 Email address: robin@rebuildingtogetherbroward.org

16. <u>Assignment</u>. All subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by County's Contract Administrator. Except

for approved subcontracting, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by RTBC without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to County to reasonably compensate it for the performance of any such due diligence.

17. <u>Conflicts</u>. Neither RTBC nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with RTBC's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the Term, none of RTBC's officers or employees shall serve as an expert witness against County in any legal or administrative proceeding in which they or RTBC is not a party, unless compelled by legal process. Further, such persons shall not give sworn testimony or issue a report or writing as an expression of such person's expert opinion that is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by legal process. The limitations of this section shall not preclude RTBC or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. If RTBC is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, RTBC shall require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as RTBC.

18. <u>Materiality and Waiver of Breach</u>. 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 in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term. 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 shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

19. <u>**Compliance with Laws**</u>. RTBC and the Services must comply with all Applicable Law, including, without limitation, the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and the requirements of any applicable grant agreements.

20. <u>Severability</u>. If 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.

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

22. <u>Interpretation</u>. 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 any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" 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 subsections thereof, unless the reference to "days" means calendar days, unless otherwise expressly stated. Any reference to approval by County shall require approval in writing, unless otherwise expressly stated.

23. **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 within an article or section of this Agreement, the article or section shall prevail and be given effect.

24. <u>Law, Jurisdiction, Venue, Waiver of Jury Trial</u>. 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. **EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

25. <u>Amendments</u>. Unless expressly authorized herein, no modification, amendment, or alteration of any portion of this Agreement is effective unless contained in a written document executed with the same or similar formality as this Agreement and by duly authorized representatives of County and RTBC.

26. <u>Prior Agreements</u>. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

27. **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.

28. <u>Counterparts and Multiple Originals</u>. This Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

29. <u>Use of County Logo</u>. RTBC shall not use County's name or logo in marketing or publicity materials without prior written consent from the Contract Administrator.

30. **Polystyrene Food Service Articles**. RTBC shall not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.173, Broward County Administrative Code.

31. **Nondiscrimination**. RTBC shall not 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.

32. **<u>Representation of Authority</u>**. Each individual executing this Agreement on behalf of a Party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, signing by and through its County Administrator authorized to execute same by Board action on the _____ day of ______, 2024 (Agenda Item No. ____), and Rebuilding Together Broward County, Inc., signing by and through its ______ duly authorized to execute same.

<u>COUNTY</u>

WITNESS:

(Signature)

BROWARD COUNTY, by and through its County Administrator

Ву	
County Administrator	

(Print Name of Witness)

____ day of _____, 20___

(Signature)

(Print Name of Witness)

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

ALEXIS MARRERO- By KORATICH	Digitally signed by ALEXIS MARRERO-KORATICH Date: 2023.11.20 10:43:46 -05'00'		
Alexis Marrero Ko	• •		
Assistant County Attorney MAITE			
By AZCOITIA 10:56:54 -05'00'			
Maite Azcoitia	(Date)		

Deputy County Attorney

AGREEMENT BETWEEN BROWARD COUNTY AND REBUILDING TOGETHER BROWARD COUNTY, INC., FOR FUNDING OF MARTIN LUTHER KING JR. DAY OF SERVICE BLOCK REBUILD PROGRAM AND OTHER MINOR REPAIRS

REBUILDING TOGETHER BROWARD COUNTY, INC.

WITNESSES:

Signature

Signature

UNCE

Print Name of Witness above

Signatu

Print Name of Witness

Rebuilding Together Broward County, Inc.

Bv:

Authorized Signor

Execti Direct

Print Name and Title

15 day of 100, 2023

ATTEST: Notary Public State of Florida Alison Petitt Zachry My Commission HH 180712 Exp. 9/30/2025

Corporate Secretary or other person authorized to attest

(CORPORATE SPAL OR NOTARY)

EXHIBIT A

PROJECT DESCRIPTION

Project Name: Martin Luther King Jr. Day of Service Block Rebuild Program and other minor home assessment and repair services

Project Description:

Project Funds in the amount of \$25,000.00 provided by County under the Agreement shall be used by Rebuilding Together Broward County, Inc. (RTBC) to provide:

A. Minor Home Repairs Program: The Program is based on a 25-point health and safety assessment performed by RTBC, to provide minor home improvements and safety upgrades at a maximum of \$7,000/home for a minimum of eight (8) low-income, elderly, veteran, and disabled homeowners residing within the BMSD. Such improvements and safety upgrades may include completing deferred health and safety maintenance home repairs, and accessibility modification, at no cost to the homeowners. At least four (4) of the homes shall be included as part of the MLK Day of Services/Community Block Rebuilds program described below.

B. MLK Day of Services/Community Block Rebuilds: RTBC shall coordinate volunteers and sponsors for a MLK Day of Service during the 2024 Martin Luther King Jr. holiday weekend (January 12-14, 2024). Volunteers will perform services under the Minor Home Repairs Program, or make enhancements to the general community including, but not limited to, landscaping installation, vacant lot clearing, and general beautification activities within the BMSD.

Referral Process:

RTBC receives referrals for services from a number of different sources, including the local 211 Helpline. Additionally, RTBC has memorandums of understanding with senior service care providers to serve as entry level sources for referrals for seniors/homeowners in need of help. During community revitalization projects, RTBC also works with Broward County staff, local homeowners associations, and community groups to identify potential homes/people that need assistance.

As referrals are received, RTBC will conduct an initial phone interview with the potential client to pre-determine eligibility and general need. An application is then required, and an income certification determines the potential client's eligibility. If eligible for services, RTBC will conduct a site visit to assess damage to the home and administer a 25-point home health and safety assessment. Priority is based upon need, including an emphasis on seniors, veterans, and persons with disabilities. All services are provided free of charge to the clients and are income based.

RTBC will use Project Funds for the Minor Home Repairs Program and MLK Day of Services/Community Block Rebuilds in the BMSD area. A minimum of eight (8) low-income households will be assisted.

TOTAL PROJECT FUNDS - An amount not-to-exceed \$25,000.00.

Personnel Costs – Not to Exceed \$9,100 for Program Case Manager and Operations Manager.

Operations Manager – in an amount not-to-exceed \$4,550.00.

One (1) full-time employee (FTE) (\$31.73/hr at approximately 160 total hours)

Site visits, conducts inspections and property assessments, prepares scope of work, arranges and coordinates all work with the contractors, cities, etc. all services directly related to the home repair.

Program Case Manager - in an amount not-to-exceed \$4,550.00.

One (1) FTE (\$17/ hr at approximately 320 total hours)

Client visits, screening, income certifications, outreach, volunteer management all services directly related to the home repair.

<u>Supplies</u> – in an amount not-to-exceed \$11,000.00.

Construction materials and supplies for the MLK Day of Services/Community Block Rebuilds and renovations.

<u>Construction</u> – in an amount not-to-exceed \$3,200.00.

Skilled labor, contractor services to provide home renovations, minor repairs, site preparation.

<u>Other</u> – in an amount not-to-exceed <u>\$1,700.00</u>

Additional operating support, transportation, and food needed for the project dates.

MATCHING AND IN-KIND FUNDS TO BE PROVIDED BY RTBC: \$23,600.00

Personnel Costs- Approximately \$19,600.00

Program Case Manager and Operations Manager

Operations Manager - \$2,500.00

One (1) FTE (\$31.73/hr at approximately 80 total hours)

Site visits, conducts inspections and property assessments, prepares scope of work, arranges and coordinates all work with the contractors, cities, etc. all services directly related to the home repair.

Program Case Manager- \$2,700.00

One (1) FTE (\$17/hr at approximately 160 total hours)

Client visits, screening, income certifications, outreach, volunteer management all services directly related to the home repair.

Volunteer Labor- \$14,400.00 100 volunteers (\$18/hr at approximately 8 total hours per volunteer) Client visits, screening, income certifications, outreach, volunteer management all services directly related to the home repair.

<u>Supplies – \$2,500.00</u>

Construction materials and supplies for the MLK Day of Services/Community Block Rebuilds and renovations,.

<u>Construction</u> – <u>\$1,500.00</u>

Skilled Labor, contractor services to provide home renovations, minor repairs, site preparation.

	Funding Sources Summary					
	Cost Category	COUNTY	RTBC - MATCH	RTBC - IN-KIND	TOTAL	
Α.	Personnel and Fringe Benefits	\$9,100.00	\$5,200.00	\$14,400.00	\$28,700.00	
D.	Supplies/Construction Materials	\$11,000.00	\$2,500.00	NA	\$13,500.00	
E.	Construction	\$3,200.00	NA	\$1,500.00	\$4,700.00	
F.	Other	\$1,700.00	NA	Na	\$1,700.00	
G.	Total	\$25,000.00	\$7,700.00	\$15,900.00	\$48,600.00	
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PROJECT SCHEDULE/TIMELINE

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

Work Task	Start-Up Date (if applicable)	Date of Completion	
Receive and coordinate referrals,	Upon Agreement	September 30, 2024	
conduct phone interviews for	Execution		
preliminary eligibility			

Review completed applications, conduct income certifications, home assessments/25point health and safety assessments	December 2, 2023	September 30, 2024
MLK Day of Service Block Rebuild - Minor Repairs for a minimum of 4 homes	January 1, 2024	January 30, 2024
Additional Block Rebuild projects	December 17, 2023	September 30, 2024
Complete final close-out report, final billings	N/A	September 30, 2024

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EXHIBIT B REQUEST FOR PAYMENT

	Contract Period	to		
1.	Project Name:			
2.	Organization:	Telephone Number:		
3.	Total Expenditures Up to Last Billing:			
4.	Expenditures This Billing:			
5.	Total Expenditures To Date:	· · ·	-	
6.	Detail of Request for			
	Payment (Attach copies of Invoices, Other Applicable			
	Documentation)			
7.	Final List of Costs per Homeowner Assisted up to this Billing:			

Total Request for Reimbursement \$ _____

Certification:

I certify that this billing invoice is correct and just and 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 are satisfactory and are consistent with the amount billed.

Signature and Title of Authorized Official

Date