

**CITY OF LAKE WORTH BEACH
SUB-GRANT AGREEMENT**

THIS AGREEMENT (“Agreement”) is made as of the _____ day of _____, 2021, by and between the **City of Lake Worth Beach**, a Florida Municipal Corporation, whose mailing address is 7 North Dixie Highway, Lake Worth Beach, Florida 33460 (“City”) and **Legal Aid Society of Palm Beach County, Inc.**, a not for profit corporation authorized to do business in the State of Florida, whose mailing address is 423 Fern Street, Suite 200, West Palm Beach, Florida 33401 (“Legal Aid”), whose Federal Tax ID is 59-6046994.

WHEREAS, on March 11, 2021, the American Rescue Plan Act of 2021 (Public Law No. 117-2) (“ARPA”) was enacted into law; and

WHEREAS, the City has been notified that it will receive funding to implement ARPA; and

WHEREAS, the City has decided to contract with Legal Aid, as a sub-grantee under ARPA, to provide assistance to tenants who reside in Lake Worth Beach Beach and who are at risk of being evicted (“the Project”); and

WHEREAS, Legal Aid has agreed to be a sub-recipient of ARPA funds from the City and to properly account for the expenditure of said funds.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, the City and Legal Aid agree as follows:

SECTION 1 – SCOPE OF SERVICES

Legal Aid agrees to provide legal assistance services under the American Rescue Plan (ARPA) to eligible Lake Worth Beach Beach tenants experiencing the risk of eviction and/or homelessness, as set forth in the attached 2021 Tenant Legal Assistance Program Scope of Work and Services (Exhibit “A”), and in Section 2 of this Agreement.

SECTION 2 – COMPENSATION

A. The City will pay Legal Aid \$550 for each unit of unduplicated eviction representation for tenants for ARPA eligible Lake Worth Beach Beach residents, up to a total of 75 units, for a total of \$41,250.

B. Legal Aid will present, on a quarterly basis, five (5) workshops for landlords to assist in preventing evictions, assisting in establishing a cooperative relationship between landlords and tenants and to educate landlords regarding small business economic assistance programs to assist in preventing evictions. The City will pay Legal Aid \$300 for each such workshop, up to a total of \$1,500.

C. Legal Aid will present, on a quarterly basis, five (5) workshops for tenants to assist in preventing evictions, assisting in establishing a cooperative relationship between landlords and tenants, and to educate tenants regarding household assistance programs to assist in preventing evictions. The City will pay Legal Aid \$300 for each such workshop, up to a total of \$1,500.

D. The City will reimburse Legal Aid, up to a total of \$5,750 for costs incurred in defending eviction proceedings, including: court costs; court reporter fees; subpoena fees; and similar fees, incurred in representing tenants as set forth in Section 2A.

E. The total compensation to be paid to Legal Aid under this Agreement (including all amendments thereto) shall not exceed \$50,000 unless an amendment to this Agreement is approved by the City Commission and executed by the Mayor and City Clerk. However, this is a non-exclusive Agreement and the City does not guarantee any level or amount of services hereunder or that the City will not terminate this Agreement before all services are utilized. The City's obligation to make payments to Legal Aid under the Agreement is limited to eligible ARPA payments received by the City.

SECTION 3 – TERMINATION

Either the City or the Legal Aid may terminate this Agreement at any time upon written notice to the other. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination.

SECTION 4 – SUB-GRANTEE'S OBLIGATIONS

As an ARPA Sub-Grantee, Legal Aid agrees to comply with ARPA Rules, Regulations and Requirements. Any and all notifications, reports or other documentation shall be prepared and timely submitted to the City in order for the City to timely provide such notifications, reports or other documentation to comply with ARPA. All terms and conditions of ARPA Funding applicable to the City are applicable and enforceable by the City against Legal Aid.

The Project is being funded in whole by the American Rescue Plan Act. The parties anticipate that the City will be entering into a contract for the ARPA funds, which includes the Requirements for Federally Funded Projects ("Grant Agreement"). Legal Aid shall abide by all requirements and obligations imposed on the City under the Grant Agreement. This includes, but is not limited to, Legal Aid abiding by all federal requirements; conditions of payment; reports; audits; prior written approvals; termination; and, all requirements in the Requirements for Federally Funded Projects. If the Grant Agreement is terminated for any reason, this Contract and the Contract Documents will also be terminated unless agreed in writing by the City and Legal Aid to be extended. Legal Aid will also provide any additional activity information or statistics that may be requested by the City or to comply with ARPA.

SECTION 5 – REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise.

SECTION 6 – WAIVER OF JURY TRIAL AND ENFORCEMENT COSTS

WAIVER OF JURY TRIAL. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

If any legal action or other proceeding is brought for the enforcement of the Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of the Agreement, the parties agree that each party shall be responsible for its own attorney's fees.

SECTION 7 - AUTHORITY TO PRACTICE

Legal Aid hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner and in accordance with applicable law. Proof of such licenses and approvals shall be submitted to the City upon request.

SECTION 8 – SEVERABILITY

If any term or provision of the Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of the Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of the Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 9 - PUBLIC ENTITY CRIMES

As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Agreement, Legal Aid certifies that it, its affiliates, suppliers, subcontractors and any other entity who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.

SECTION 10 - ENTIRETY OF CONTRACTUAL AGREEMENT

The City and Legal Aid agree that this Agreement sets forth the entire contract between the parties with respect to the Scope of Services described in Section 1, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 11 – WAIVER

Failure of either party to enforce or exercise any right(s) under the Agreement shall not be deemed a waiver of either party's right to enforce or exercise said right(s) at any time thereafter.

SECTION 12 – COMPLIANCE

Each of the parties agrees to perform its obligations under the Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of the

Agreement. In the event that either party becomes aware of a possible violation of law, regulation or administrative instruction that might affect the validity or legality of the services provided under the Agreement, such party shall immediately notify the other party and the parties shall agree on appropriate corrective action. In the event either party becomes aware that any investigation or proceeding has been initiated with respect to any of the services provided hereunder, such party shall immediately notify the other party.

SECTION 13 – EFFECTIVENESS, COUNTERPARTS AND PALM BEACH COUNTY IG

This Agreement shall not become effective until approved by the City Commission. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding on the City and Legal Aid at such time as both have executed a counterpart of this Agreement.

In accordance with Palm Beach County ordinance number 2011-009, this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. Legal Aid should review Palm Beach County ordinance number 2011-009 in order to be aware of its rights and/or obligations under such ordinance and as applicable.

SECTION 14 – INDEPENDENT CONTRACTOR

No relationship of employer or employee is created by this Agreement, it being understood that Legal Aid will act hereunder as an independent contractors and none of the Legal Aid's, officers, directors, employees, representatives or agents performing services for Legal Aid pursuant to this Agreement shall have any claim against the City for compensation of any kind under this Agreement. The relationship between the City and Legal Aid is that of independent entities, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 15 –INVOICING

Legal Aid shall render monthly invoices to the City for services that have been rendered in conformity with this Agreement in the previous month. Invoices shall be submitted by the 10th day of the Month. Invoices will normally be paid within thirty (30) days following the City's receipt of Legal Aid's invoice.

All invoices must be submitted to the Financial Services Department, 7 North Dixie Highway, Lake Worth Beach, FL 33460, on a monthly basis for review and approval prior to payment. Invoices should be itemized to specifically and concisely identify each task performed and should reflect the actual time spent on each task.

SECTION 16 - INSURANCE

The Legal Aid shall maintain during the term of this Agreement all insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have

a rating of no less than “excellent” by A.M. Best or as mutually agreed upon by the City and the Legal Aid.

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Professional liability/ Errors and Omissions	\$300,000 annual aggregate
Commercial General Liability Insurance	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability (optional /per case basis)	\$1,000,000 combined Single Limit
Workers’ Compensation	Must be in accordance with State and Federal Laws (no minimum amount)

Proof of all insurance coverage shall be furnished to the City by way of an endorsement to same or certificate of insurance upon request by the City. The City shall be identified as an “Additional Insured” on general and auto liability. Failure to comply with the foregoing requirements shall not relieve Legal Aid of its liability and obligations under this Agreement.

SECTION 17 – E-VERIFY

Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, Legal Aid shall:

- a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractor (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors’ newly hired employees;
- b. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an “unauthorized alien” as defined in Section 448.095(1)(k), Florida Statutes;
- c. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the City upon request;
- d. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- e. Be aware that a violation of section 448.09, Florida Statutes (Unauthorized Aliens; Employment Prohibited), shall be grounds for termination of this Agreement; and,
- f. Be aware that if the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes, Legal Aid may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the City as a result of the termination of the Agreement.

SECTION 18 – SCRUTINIZED COMPANIES

- a. Legal Aid certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if Legal Aid or any of its subcontractors are found to have submitted a false certification; or if Legal Aid or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.
- b. If this Agreement is for one million dollars or more, Legal Aid certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Agreement at its sole option if Legal Aid, or any of its subcontractors are found to have submitted a false certification; or if Legal Aid or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.
- c. Legal Aid agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- d. Legal Aid agrees that the certifications in this section shall be effective and relied upon by the City for the term of this Agreement, including any and all renewals.
- e. Legal Aid agrees that if it or any of its subcontractors' status changes in regards to any certification herein, Legal Aid shall immediately notify the City of the same.
- f. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

SECTION 19 – PUBLIC RECORDS

Legal Aid shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the City as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- a. Keep and maintain public records required by the City to perform the service.
- b. Upon request from the City's custodian of public records or designee, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the Legal Aid does not transfer the records to the City.
- d. Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of Legal Aid or keep and maintain public records required by the City to perform the service. If Legal Aid transfers all public records to the City upon completion of the Agreement, Legal Aid shall destroy any duplicate public records that are exempt

or confidential and exempt from public records disclosure requirements. If Legal Aid keeps and maintains public records upon completion of the Agreement, Legal Aid shall

meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records or designee, in a format that is compatible with the information technology systems of the City.

IF LEGAL AID HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO LEGAL AID'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT (561) 586-1660, cityclerk@lakeworthbeachfl.gov, or 7 North Dixie Highway, Lake Worth Beach, FL 33460.

IN WITNESS WHEREOF, the parties hereto have caused this Sub-Grant Agreement to be executed as of the day and year set forth above.

CITY OF LAKE WORTH BEACH

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Bruce T. Miller, Financial Services Director

**LEGAL AID SOCIETY OF PALM BEACH
COUNTY, INC.**

By: _____
Robert A. Bertisch, Executive Director

[Corporate Seal]