

**SUBRECIPIENT AGREEMENT BETWEEN
LAKE WORTH BEACH COMMUNITY REDEVELOPMENT AGENCY
AND
CITY OF LAKE WORTH BEACH
FOR PRO HOUSING GRANT PROGRAM**

This is an Agreement made and entered into by and between: **LAKE WORTH COMMUNITY REDEVELOPMENT AGENCY**, a public agency created pursuant to Chapter 163, Florida Statutes, hereinafter referred to as "LWBCRA," on _____.

AND

CITY OF LAKE WORTH BEACH, a Florida municipal corporation, hereinafter referred to as "CITY."

The LWBCRA and the CITY are collectively known as the "Parties."

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that would harmonize geographic, economic, population and other factors influencing the needs and developments of local communities; and

WHEREAS, this Agreement is intended to define those roles and responsibilities of the Parties with respect to the use of grant funds awarded by the U.S. Department of Housing and Urban Development ("HUD") for the PRO Housing Grant Program (the "Grant") for the following activities which are intended to remove the following barriers to affordable housing:

1. Policy Reform
2. Establishing a dedicated fund for Infrastructure Improvements to support the construction of new affordable housing in high opportunity areas
3. Establish an affordable housing development fund and establish an affordable housing preservation seed fund
4. Expand Homebuyer Education Programs

WHEREAS, the LWBCRA is the Grantee of the funds provided by HUD pursuant to the HUD Funding Approval/Agreement dated January 27, 2025, (the "Grant Agreement") a copy of which is attached hereto as Exhibit "A," and incorporated herein by reference; and

WHEREAS, HUD has approved LWBCRA's grant application to use the amount of \$4,400,002.00 (the "Grant Funds") to perform the activities included in the Project; and

WHEREAS, a portion of the Grant Funds in the amount of One Hundred Twenty Five Thousand and 00/100 Dollars (\$125,000.00) has been allocated to the CITY for the performance of the activities as more fully described in Exhibit "B," which is attached hereto and incorporated herein by reference; and

WHEREAS, the LWBCRA will use the HUD Funding Agreement, as the mechanism to reimburse the CITY, as the CITY completes specified milestones for this Project; and

WHEREAS, the LWBCRA is responsible for ensuring that the Grant Funds are properly utilized to implement the Project in a manner consistent with the Grant Agreement; and

WHEREAS, the CITY desires to perform its obligations under this Agreement within its municipal boundaries; and

WHEREAS, CRA and CITY desire to enter into an Agreement whereby the duties and obligations of each party to the other are set forth therein.

WHEREAS, this Agreement serves both a municipal and public purpose, is consistent with and furthers the LWBCRA's Redevelopment Plan, and is consistent with the requirements of Chapter 163, Florida Statutes.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the LWBCRA and CITY agree as follows:

ARTICLE 1 DEFINITIONS AND IDENTIFICATIONS

For purposes of this Agreement, reference to one gender shall include the other, use of the plural shall include the singular, and use of the singular shall include the plural. The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1.1 **Agreement** - means this document, Articles 1 through 13, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
- 1.2 **Effective Date and Term** — This Agreement shall take effect on the date executed by the last of the Parties. This Agreement and the Subrecipient Agreement shall remain in effect until the grant obligations are met and the LWBCRA provides notice and final acceptance of the CITY's deliverables consistent with the scope and purpose of the Grant Agreement.

- 1.3 **Supplemental Termination Provisions** — The Parties may terminate this Agreement subject to the following conditions:
- a. If the CITY elects not to continue the Project at any point, the CITY agrees to forfeit any right to the receipt of any remaining, unexpended Grant Funds. In the event of termination, the CITY shall not be required to reimburse the LWBCRA for Grant Funds provided to the CITY as reimbursement for eligible costs prior to the date of termination of this Agreement. The City shall be entitled to reimbursement of eligible costs through the date of termination of this Agreement. All other terms and conditions of this agreement would remain in effect.
 - b. **Federal Government Termination** — Any or all terms of this Agreement or the Subrecipient Agreement may be suspended or terminated if the Federal Government suspends or terminates the Project funding.
 - c. In the event that this Agreement is terminated at any point before grant closeout, the LWBCRA will continue to serve as the HUD Grantee and the CITY will continue to be the subrecipient until any contracts related to the Project and/or this Agreement are closed and any dispute with any contractor is resolved, and/or the Project is complete and records are transferred.
 - d. The parties agree that they will provide mutual support to ensure each Party meets its obligation under the Subrecipient Agreement and this Agreement.
 - e. The Parties agree that the LWBCRA, as the HUD recipient, has a fundamental oversight function to ensure that all HUD requirements are met and the CITY will provide all necessary records and materials in a timely manner to ensure that LWBCRA can meet that function during the term of this Agreement.
- 1.4 **LWBCRA Board** – The Board of Commissioners of the Lake Worth Beach Community Redevelopment Agency.
- 1.5 **LWBCRA Contract Administrator** - The LWBCRA Executive Director, or his/her designee. The primary responsibilities of the LWBCRA Contract Administrator are to coordinate and communicate with CITY.
- 1.6 **CITY Commission** – The City Commission of the City of Lake Worth Beach.
- 1.7 **City Contract Administrator** - The City Manager, or his/her designee. The primary responsibilities of the City Contract Administrator are to coordinate and communicate with LWBCRA and to manage and supervise execution and completion of the Scope of Work and the terms and conditions of this Agreement

as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the City Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Work.

ARTICLE 2 PURPOSE AND SCOPE

- 2.1 The purpose of this Agreement is to set out the terms and conditions for the CITY to provide under the PRO Housing Grant Program. The City will provide a housing planner to expedite plan and permit review for affordable housing projects and may develop an accessory dwelling unit guide. These activities have been determined to fall within the intentions of the Program.
- 2.2 The Scope of Work is related to housing within the CITY's municipal boundaries.
- 2.3 Pursuant to the Grant Agreement, the CRA will make available One Hundred Twenty Five Thousand and 00/100 Dollars (\$125,000.00) of PRO Housing Grant Funds from HUD for the Scope of Work provided herein, in furtherance of the PRO Housing Grant Program. Through this Agreement, the LWBCRA will reimburse the CITY for completing activities consistent with the Grant Agreement, as provided herein. The reimbursement will occur on a monthly basis as the CITY provides invoices and progress reports to document its progress.
- 2.4 The allocation of the Grant Funds to the CITY shall be in accordance with the allocation of funds provided in the Scope of Work which is attached hereto as Exhibit "B," and incorporated herein by reference.
- 2.5 In addition, the LWBCRA will provide the CITY Twenty Thousand and 00/100 Dollars (\$20,000) in Tax Increment Funds to be utilized by the CITY in support of its activities consistent with this Agreement. The LWBCRA shall provide the Tax Increment Funds to the CITY as reimbursement for the CITY's costs associated with the development and adoption of an accessory dwelling unit guide. The reimbursement will occur on a monthly basis as the CITY provides invoices and progress reports to document its progress.
- 2.6 Further, the CITY will leverage various funding sources to the extent feasible, targeting alternate funding sources, including local funds, for improvements that are not eligible for HUD funding.
- 2.7 The CITY will be responsible for administering and managing the Scope of Work within its boundaries in a manner satisfactory to the LWBCRA and consistent with this Agreement.

- 2.8 The CITY, as the Responsible Entity ("RE"), shall conduct HUD's environmental review responsibilities as provided in 24 CFR Part 58. In addition, the CITY shall submit the required Request for Release of Funds ("RROF") to HUD, and obtain an Authorization to Use Grant Funds ("AUGF") from HUD prior to the commencement of any activities that will be eligible for reimbursement pursuant to this Agreement.

ARTICLE 3 FEDERAL GRANT PROGRESS AND FINANCIAL REPORTING

- 3.1 CITY agrees to comply with all the terms and conditions set forth in the Grant Agreement. A copy of the Grant Agreement executed by LWBCRA is attached hereto as Exhibit "A," and incorporated herein by reference. CITY acknowledges that the Grant Agreement may be amended by HUD from time to time and CITY agrees to abide by any and all such amendments. In consideration of LWBCRA's payment to CITY of the Grant Funds, CITY shall perform the Scope of Work in compliance with each and every applicable term and condition set forth in this Agreement and the Grant Agreement.
- 3.2 The CITY agrees to submit timely progress and financial reports to the LWBCRA, so that the LWBCRA can submit required timely and accurate progress and financial reports to HUD. The Parties agree to work collaboratively to ensure reports to HUD are complete, accurate, and timely.
- 3.3 In addition to the progress reporting elements listed in this Agreement, any delay in schedule or concern about not meeting the grant schedule or expanding the scope or exceeding the grant budget must be identified and accompanied by an explanation of what steps are being taken to bring the scope, schedule and budget back in line with the grant provisions.
- 3.4 If for any reason the CITY does not provide the required progress and financial reports, the LWBCRA reserves the right to withhold future reimbursements for the Scope of Work.

ARTICLE 4 PROCUREMENT PROCEDURES

- 4.1 The CITY agrees that it must demonstrate that its procurement policies and procedures meet the HUD/Federal procedural and recordkeeping requirements. The CITY and LWBCRA agree that the CITY will have the primary role overseeing and administering the Scope of Work . These duties include but are not limited to: retention of consultants, financial accounting, design professionals, and related services issuance of any contracts, change orders, supplemental agreements, amendments, or additional work orders that may become necessary to complete

the Scope of Work.

- 4.2 In the event that a submittal, contract modification, or supplemental agreement is determined by the CITY to be necessary and it is expected to increase the cost or time for performance of any contract awarded by the CITY, the CITY agrees to submit written notice to the LWBCRA before approving the submittal or issuing or executing such change or agreement. The CITY also acknowledges that any change to any contract is considered a change order under HUD procurement requirements and requires the CITY to do an independent cost analysis and action plan amendment as part of the change order process.
- 4.3 The Parties agree that the CITY will not move forward with a modification action without LWBCRA approval.
- 4.4 The CITY agrees to provide sufficient documentation to LWBCRA to demonstrate compliance with HUD and federal procurement requirements as a condition precedent to reimbursement.

ARTICLE 5

ACTIVITIES RELATED TO DESIGN AND CONSTRUCTION

- 5.1 Scope of Work — The Scope of Work (Exhibit “B”) contained in this Agreement forms the basis for the CITY’s award of contracts for the completion of activities associated with the Scope of Work.
- 5.2 Sources and Uses of Funds —The LWBCRA expects the CITY to utilize the funds in a manner consistent with the Scope of Work as provided in Exhibit “B,” and no additional funds to be available for the Project beyond that identified in this Agreement.
- 5.3 Any Contractor selected by the CITY under its procurement procedures must be eligible to receive a contract under Federal, State and City of Lake Worth Beach (“City”) procurement rules or regulations and must not appear on any City, State, or Federal list of suspended or ineligible contractors.
- 5.4 The Parties agree to cooperate in meeting all HUD and related Federal requirements and to strive to perform in a manner that does not delay the Scope of Work. LWBCRA will provide notice of changes to Federal regulations that affect the Project as soon as able.
- 5.5 The Parties acknowledge and agree that all approval actions on submittals, contract modifications or supplemental agreements authorized by this Agreement will be in accordance with the procedures and authority specified in the laws, charters, ordinances, regulations to which an individual Party is subject to or governed by.

- 5.6 Ownership of Documents — Upon completion or termination of this Agreement, all documents created or prepared by either Party will remain the property of that Party. All such documents, except those that may be privileged or otherwise may be legally withheld, will be made available to the other Party without restriction or limitation on their further use.
- 5.7 The CITY agrees, by written notification to LWBCRA, to designate an individual to act as its "CITY Project Representative." The CITY Project Representative will be available to and is authorized to represent and act on behalf of the CITY within the limits described in the written notification, and, will, to the limits agreed to by the Parties, be involved in the Scope of Work execution on a day-to-day basis. LWBCRA will also appoint by written notification the designation of an individual to act as the "LWBCRA Project Manager." The LWBCRA Project Manager will be available to represent and act on behalf of the LWBCRA within the limits described in the written notification, and will, to the limits agreed to by the Parties, be involved in the Grant Agreement developments on a day-to-day basis. Both Parties agree that it is important to keep both Project Managers apprised of all developments/issues that arise related to the Scope of Work and Grant Agreement.

ARTICLE 6

FUNDING AND REIMBURSEMENT PROCEDURES

- 6.1 The LWBCRA agrees to reimburse the CITY upon submission of satisfactory, substantiated documentation and detailed invoices for costs and expenses associated with this Agreement. The LWBCRA will not reimburse the CITY for any costs or expenses until the CITY and the LWBCRA have completed the environmental review, and the environmental review has been accepted by HUD. The LWBCRA agrees to reimburse CITY for expenditures that are allowable under the Grant Agreement.
- 6.2 Upon receipt of CITY's properly documented invoice, LWBCRA shall pay CITY's invoice within 30 days. CITY's invoice shall include evidence that CITY has paid its local share contribution, if applicable, which may include payroll records, and invoices from CITY's contractor(s) and proof of payment to contractor(s) to verify that CITY has incurred the costs set out in its invoice. The LWBCRA reserves the right to require CITY to submit additional reasonable documentation to verify that CITY has incurred the costs set out in its invoice and that the amount of the invoice does not exceed the applicable allocation of Grant Funds.
- 6.3 Each invoice must list total expenses, and include supporting receipts, and any reasonable and necessary documentation determined by LWBCRA to comply with HUD requirements.

- 6.4 The CITY agrees to submit requests for reimbursement by submitting original itemized invoices with receipts in a form and containing all items required by the LWBCRA. If there is any question with any invoiced amount, authorized representatives of LWBCRA and the CITY will meet within five days to resolve any questions or disputes regarding the invoice.
- 6.5 The CITY agrees to remit to LWBCRA any excess payments made to the CITY and/or any costs disallowed by HUD within thirty (30) days of notification by the LWBCRA.
- 6.6 The CITY agrees that costs eligible for Federal participation must comply with all the following requirements, except to the extent that LWBCRA determines otherwise in writing. To be eligible for reimbursement, Project costs must be:
- a. Consistent with the Scope of Work, this Agreement, and the terms of the Grant Agreement;
 - b. Necessary in order to accomplish the Scope of Work;
 - c. Reasonable for the goods or services purchased;
 - d. Actual net costs to the CITY (i.e., the price paid minus any refunds, rebates, or other items of value received by the CITY that have the effect of reducing the cost actually incurred, excluding program income);
 - e. Incurred for work performed after the Effective Date of the Grant Agreement, and after the Environmental Review has been accepted by HUD, unless LWBCRA determines otherwise in writing;
 - f. Documentation that meets HUD and LWBCRA reimbursement requirements;
 - g. Treated consistently in accordance with accounting principles and procedures consistent with the [OMB Super Circular](#), approved by LWBCRA, and with accounting principles and procedures approved by the CITY for its third-party contractors and subrecipients.
- 6.7 All references to OMB regulations are updated to reflect the [OMB Super Circular](#) (2 CFR Part 200) and associated HUD Regulations and requirements.
- 6.8 The LWBCRA shall have no obligation to independently fund the costs of the Scope of Work.
- 6.9 Reimbursement of the CITY's expenses for the Scope of Work funded by the Grant Agreement shall be subject to the cost principles set forth in Part 200 – Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Award at the following links:
- i. (<https://www.gpo.gov/fdsys/granule/CFR-2017-title2-vol1/CFR-2017-title2-vol1-part200>);
 - ii. (<https://www.gpo.gov/fdsys/pkg/CFR-2017-title2-vol1/pdf/CFR-2017-title2-vol1-part200.pdf>);
 - iii. and The Federal Register at:

(<https://www.federalregister.gov/documents/2017/05/17/2017-09909/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards>);

as well as any other applicable provisions.

- 6.10 If LWBCRA disputes any items on an invoice for a reasonable cause, LWBCRA may deduct that disputed item from the payment, but shall not delay payment for the undisputed portions. The amounts and reasons for such deductions shall be documented to CITY and the parties agree to timely meet to resolve any such disputes.
- 6.11 The LWBCRA's obligation to provide reimbursement to CITY for the Grant Funded portion of the Scope of Work shall be limited to the availability of funds to LWBCRA from HUD under the Grant Agreement. In the event that HUD shall deny any of LWBCRA's request for payments relating to the Grant Funded portion of the Scope of Work, or if HUD shall request the return of any funds relating to the Grant Funded portion of the Scope of Work that have been previously paid, CITY shall, within sixty (60) days of receiving notice from LWBCRA of HUD's denial or request for return of funds already paid, return to LWBCRA the funds that HUD has declined to reimburse or requested to be returned. CITY's requirement to return funds shall include the payment of any interest or penalties required by HUD.

ARTICLE 7 INDEMNIFICATION

Nothing contained in this Agreement shall be deemed to be a waiver of, or affect the rights, privileges, and immunities of the CITY or LWBCRA as set forth in Section 768.28, Fla.Stat.

ARTICLE 8 TERM

- 8.1 This Agreement shall be effective upon execution by both parties and shall continue in full force and effect until CITY completes the Scope of Work under this Agreement or the Grant Funds are fully expended by the LWBCRA, and HUD closes the Grant.
- 8.2 The parties hereto may extend this Agreement by mutual consent in writing prior to the expiration of the Term. This provision in no way limits either party's right to terminate this Agreement at any time during the Term.

ARTICLE 9 INSURANCE

CITY is an entity subject to Section 768.28, Florida Statutes, and CITY shall furnish the LWBCRA with written verification of liability protection in accordance with state law prior to final execution of this Agreement.

ARTICLE 10 TERMINATION

- 10.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within thirty (30) days after written notice from the aggrieved party identifying the breach.
- 10.2 This Agreement may be terminated for cause for reasons including, but not limited to, CITY's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.
- 10.3 Should either party involuntarily fail to perform any of their respective obligations pursuant to this Agreement, this Agreement may be terminated.
- 10.4 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement.

ARTICLE 11 MAINTENANCE OF RECORDS/AUDITS

- 11.1 CITY shall maintain books, records, documents, and other evidence directly pertinent to work under this Agreement in accordance with generally accepted accounting principles and practices. CITY shall also maintain for a period of three (3) years from the latter of the date of the grant close-out or expiration of this Agreement the financial information and data used by CITY in the preparation or support of the proposed or actual costs submitted for reimbursement under this Agreement. CITY agrees to permit the LWBCRA, HUD, and the U.S. Comptroller General, or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records and to conduct performance and/or financial audits of CITY books, records and accounts pertaining to the grant expenditures for this Project.
- 11.2 CITY shall be responsible for meeting the audit requirements of Part 200 – Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Award (<https://www.gpo.gov/fdsys/granule/CFR-2017-title2-vol1/CFR-2017-title2-vol1-part200>), and any further revision or supplement thereto. CITY agrees that the audit will be conducted in accordance with U.S. Government Accountability Office (U.S. GAO) "Government Auditing Standards." Upon the CRA's request, CITY must submit a copy of its audit, completed in accordance with

the above-described requirements, within 30 days after completion of the audit, but no later than one year after the end of the audit period.

- 11.3 CITY and any of its contractors or subcontractors shall preserve and make available, at reasonable times for examination and audit by the LWBCRA, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CITY's and its subcontractors' records, CITY and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CITY or its subcontractors.
- 11.4 Failure or refusal by the CITY to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by the LWBCRA.

Section 119.0701(2)(a), Florida Statutes

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

Custodian of Records: Emily Theodossakos
Mailing address: Lake Worth Beach CRA
1121 Lucerne Avenue
Lake Worth Beach, Florida 33460
Telephone number: (561) 493-2550
Email: etheodossakos@lakeworthbeachfl.gov

ARTICLE 12
NONDISCRIMINATION

- 12.1 In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 52 U.S.C. Section 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S. C. Section 12132, Federal transit law, 49 U.S.C. Section 5332, and

implementing regulations; CITY will not discriminate against any employee, applicant for employment, or contractor hired, or any passenger provided transit service because of race, color, religion, national origin, ancestry, sex, age, or disability.

- 12.2 Contract Assurance: Neither CITY nor any of its contractors or subcontractors may discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. CITY shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of this US Department of Transportation-assisted Agreement. Failure by CITY to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or any other remedy allowed by law.

ARTICLE 13 MISCELLANEOUS

13.1 THIRD PARTY OBLIGATIONS / BENEFICIARIES

13.1.1 CITY shall be liable to third parties with whom it enters into contracts to effectuate the purposes of the Grant Agreement. CITY shall pay directly such parties for all amounts due under said contracts consistent with the Florida's Local Government Prompt Payment Act.

13.1.2 Neither CITY nor the LWBCRA intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree 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.

13.2 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

For City of Lake Worth Beach:

Jamie Brown, Interim City Manager
7 N. Dixie Highway
Lake Worth Beach, FL 33460

Telephone No. 561-586-1689
e-mail: jbrown@lakeworthbeachfl.gov

With a copy to:

Torcivia, Donlon, Goddeau, and Rubin, PA
Attn: Elizabeth Lenihan, Esq.
701 Northpoint Parkway, 209
West Palm Beach, FL 33407
email: elenihan@torcivialaw.com

For Lake Worth Beach CRA:

Joan Oliva, Executive Director
Lake Worth Beach CRA
1121 Lucerne Avenue
Lake Worth Beach, FL 33460
Telephone No. (561) 493-2550
e-mail: joliva@lakeworthbeachfl.gov

With a copy to:

David N. Tolces, General Counsel
2255 Glades Road, Suite 200-E
Boca Raton, FL 33431
Telephone No. (561) 835-2111
e-mail: dtolces@wsh-law.com

13.3 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any right or interest created herein shall be assigned, transferred, or encumbered without the prior written consent of the other party. The references herein to the U.S. Department of Housing and Urban Development or HUD shall include any successor agency or department of the United States Government.

13.4 COMPLIANCE WITH LAWS

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

13.5 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or the LWBCRA elect to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

13.6 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

13.7 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 13 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 13 shall prevail and be given effect; provided, however, anything in this Agreement to contrary, the Master Agreement and all HUD mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement.

13.8 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. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Fifteenth Judicial Circuit in Palm Beach County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, the LWBCRA AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

13.9 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 the CITY Commission

and the LWBCRA Board or others delegated authority to or otherwise authorized to execute same on their behalf.

13.10 PRIOR AGREEMENTS

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

13.11 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. Exhibits "A" and "B" as referenced herein are incorporated into and made a part of this Agreement.

13.12 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he/she is, on the date he/she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

13.13. MULTIPLE ORIGINALS

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

13.14 NO WAIVER

Neither of the Parties shall be deemed, by any act or omission, to have waived any of its rights or remedies unless such waiver is in writing and signed by the waiving Party, and then only to the extent specifically set forth in such writing. A waiver with reference to one event shall not be construed as continuing or as a bar to or waiver of any right or remedy as to a subsequent event.

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IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: **City of Lake Worth Beach**, signing by and through its Mayor, authorized to execute same, and **Lake Worth Beach Community Redevelopment Agency**, signing by and through its Chair, duly authorized to execute same.

ATTEST:

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Melissa Ann Coyne, MMC, City Clerk

By: _____
Betty Resch, Mayor

Date: _____

Approved as to form and legal sufficiency:

Approved for financial sufficiency:

By: _____
Glen Torcivia, City Attorney

By: _____
Yannick Ngendahayo, Financial
Services Director

**LAKE WORTH BEACH COMMUNITY
REDEVELOPMENT AGENCY**

BY: _____
Carla Blockson, Chair

ATTEST:

Joan Oliva, Executive Director

SUBRECIPIENT AGREEMENT BETWEEN LAKE WORTH BEACH COMMUNITY
REDEVELOPMENT AGENCY AND THE CITY OF LAKE WORTH BEACH FOR PRO
HOUSING PROJECT GRANT

EXHIBIT LIST

Exhibit “A” -- Grant Agreement (to be attached)

Exhibit “B” -- Scope of Work (to be attached)

EXHIBIT “B”

SCOPE OF WORK

1. The City will provide a Housing Planner Position that will be responsible for expedited plans and permit review for affordable housing projects.

PRO Housing Grant Funding: \$125,000

2. The City may hire a consultant to draft Accessory Dwelling Unit Guidelines/Code Provisions.

CRA TIF Funding: \$20,000