



CITY OF MIAMI GARDENS CITY COUNCIL MEETING AGENDA

Meeting Date: September 9, 2015
18605 NW 27th Avenue
Miami Gardens, Florida 33056
Next Regular Meeting Date: September 23, 2015
Phone: (305) 914-9010 **Fax:** (305) 014-9033
Website: www.miamigardens-fl.gov
Time: 7:00 p.m.

Mayor Oliver Gilbert
Vice Mayor Felicia Robinson
Councilman Rodney Harris
Councilwoman Lisa C. Davis
Councilman David Williams Jr.
Councilwoman Lillie Q. Odom
Councilman Erhabor Ighodaro, Ph.D.
City Manager Cameron Benson
City Attorney Sonja K. Dickens, Esq.
City Clerk Ronetta Taylor, MMC

Article VII of the Miami Gardens Code entitled, “Lobbyist” requires that all lobbyists before engaging in any lobbying activities to register with the City Clerk and pay a one-time annual fee of \$250.00. This applies to all persons who are retained (whether paid or not) to represent a business entity or organization to influence “City” action. “City” action is broadly described to include the ranking and selection of professional consultants, and virtually all legislative, quasi-judicial and administrative action. All not-for-profit organizations, local chamber and merchant groups, homeowner associations, or trade associations and unions must also register however an annual fee is not required.

- (A) CALL TO ORDER/ROLL CALL**
- (B) INVOCATION**
- (C) PLEDGE OF ALLEGIANCE**
- (D) APPROVAL OF MINUTES**
 - D-1) Regular City Council Minutes – July 22, 2015
- (E) ORDER OF BUSINESS** (Items to be pulled from Consent Agenda at this time)
- (F) SPECIAL PRESENTATIONS (5 minutes each)**
 - F-1) Vice Mayor Robinson – Beauty Schools of America
 - F-2) Councilman David Williams Jr.
 - F-3) City Manager Cameron Benson – Rolling Crest Lucerne Summer Program Participants

(G) PUBLIC COMMENTS

(H) ORDINANCE(S) FOR FIRST READING:

- H-1) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING ARTICLE IX ENTITLED “ANIMALS” OF THE CODE OF ORDINANCES TO DESIGNATE A BIRD SANCTUARY WITHIN THE CITY’S CORPORATE BOUNDARIES; PROVIDING FOR EXEMPTIONS; PROVIDING FOR PENALTIES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY COUNCILMAN DAVID WILLIAMS JR.)**
- H-2) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING SECTION 34-288(1)(3) “USES PERMITTED WITH EXTRA REQUIREMENTS” TO PROVIDE THAT THE ADMINISTRATIVE OFFICIAL MAY IMPOSE ADDITIONAL REQUIREMENTS ON ADULT ENTERTAINMENT CLUBS; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY MAYOR OLIVER GILBERT III)**
- H-3) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING CHAPTER 14, ARTICLE 1, SECTION 14-1 OF THE CODE ADDING SUBSECTION (d) TO PROVIDE CIVIL PENALTIES FOR THE POSSESSION OF CANNABIS (MARIJUANA) FOR AMOUNTS UNDER 20 GRAMS AND POSSESSION OF DRUG PARAPHERNALIA; SETTING; PROVIDING FOR PENALTIES AND ENFORCEMENT; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)**
- H-4) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING THE CITY CODE BY CREATING ARTICLE XI. “MASSAGE THERAPY ESTABLISHMENTS,” IN CHAPTER 6, “BUSINESSES”,**

PROVIDING ADDITIONAL OPERATIONAL STANDARDS FOR MASSAGE THERAPY ESTABLISHMENTS, PROVIDING FOR ENFORCEMENT AND PENALTIES, PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY COUNCILWOMAN LISA C. DAVIS)

H-5) AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING CHAPTER 2, ARTICLE IX, DIVISION 4 (PREFERENTIAL PURCHASING) OF THE CODE OF ORDINANCES; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)

(I) ORDINANCE(S) FOR SECOND READING/PUBLIC HEARING(S)
None

(J) RESOLUTION(S)/PUBLIC HEARING(S)

J-1) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING AMENDMENTS TO COMMUNITY DEVELOPMENT BLOCK GRANT ACTION PLANS FOR FISCAL YEARS 2010 THROUGH 2015, AS OUTLINED IN EXHIBIT "A" ATTACHED HERETO; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)

J-2) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ALLOCATING FISCAL YEAR 2015-2016 COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") PUBLIC SERVICE FUNDS, IN THE AMOUNT OF NINE THOUSAND DOLLARS (\$9,000.00) TO CARRFOUR SUPPORTING HOUSING, INC.; AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY THAT CERTAIN SUBRECIPIENT AGREEMENT FOR THIS PURPOSE, ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)

- J-3) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ALLOCATING FISCAL YEAR 2015-2016 COMMUNITY DEVELOPMENT BLOCK GRANT (“CDBG”) PUBLIC SERVICE FUNDS, IN THE AMOUNT OF SEVENTEEN THOUSAND SIX HUNDRED DOLLARS (\$17,600.00) TO JPM CENTRE AT MIAMI GARDENS DRIVE, INC.; AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY THAT CERTAIN SUBRECIPIENT AGREEMENT FOR THIS PURPOSE, ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)**
- J-4) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ALLOCATING FISCAL YEAR 2015-2016 COMMUNITY DEVELOPMENT BLOCK GRANT (“CDBG”) PUBLIC SERVICE FUNDS, IN THE AMOUNT OF FIFTEEN THOUSAND DOLLARS (\$15,000.00) TO KRISTI HOUSE, INC.; AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY THAT CERTAIN SUBRECIPIENT AGREEMENT FOR THIS PURPOSE, ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)**
- J-5) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ALLOCATING FISCAL YEAR 2015-2016 COMMUNITY DEVELOPMENT BLOCK GRANT (“CDBG”) PUBLIC SERVICE FUNDS, IN THE AMOUNT OF TWELVE THOUSAND DOLLARS (\$12,000.00) TO MT. PISGAH SEVENTH DAY ADVENTIST CHURCH; AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY THAT CERTAIN SUBRECIPIENT AGREEMENT FOR THIS PURPOSE, ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)**
- J-6) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ALLOCATING FISCAL YEAR 2015-2016 COMMUNITY DEVELOPMENT BLOCK GRANT (“CDBG”) PUBLIC SERVICE FUNDS, IN THE AMOUNT OF TEN THOUSAND, FIVE HUNDRED DOLLARS (\$10,500.00) TO NORTH**

DADE YOUTH & FAMILY COALITION (NDYFC); AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY THAT CERTAIN SUBRECIPIENT AGREEMENT FOR THIS PURPOSE, ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)

J-7) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ALLOCATING FISCAL YEAR 2015-2016 COMMUNITY DEVELOPMENT BLOCK GRANT (“CDBG”) PUBLIC SERVICE FUNDS, IN THE AMOUNT OF TEN THOUSAND DOLLARS (\$10,000.00) TO PROSPERITY SOCIAL & COMMUNITY DEVELOPMENT GROUP, INC., (PSCDG); AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY THAT CERTAIN SUBRECIPIENT AGREEMENT FOR THIS PURPOSE, ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)

J-8) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ALLOCATING FISCAL YEAR 2015-2016 COMMUNITY DEVELOPMENT BLOCK GRANT (“CDBG”) PUBLIC SERVICE FUNDS, IN THE AMOUNT OF SIXTY THOUSAND DOLLARS (\$60,000.00) TO SUNSHINE FOR ALL, INC.; AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY THAT CERTAIN SUBRECIPIENT AGREEMENT FOR THIS PURPOSE, ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)

J-9) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ALLOCATING FISCAL YEAR 2015-2016 COMMUNITY DEVELOPMENT BLOCK GRANT (“CDBG”) PUBLIC SERVICE FUNDS, IN THE AMOUNT OF FIFTEEN THOUSAND NINE HUNDRED NINETY-SIX DOLLARS (\$15,996.00) TO SWITCHBOARD OF MIAMI INC.; AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY THAT CERTAIN SUBRECIPIENT AGREEMENT FOR THIS PURPOSE, ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR

INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)

(K) CONSENT AGENDA:

- K-1) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, CONDEMNING THE DOMINICAN REPUBLIC'S IMPENDING MASS DEPORTATION OF DOMINICANS OF HAITIAN DESCENT; URGING THE DOMINICAN REPUBLIC TO COMPLY WITH INTERNATIONAL HUMAN RIGHTS LAWS, AND HALT ALL IMPENDING DEPORTATIONS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY MAYOR OLIVER GILBERT III)**
- K-2) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE USE OF FUNDS FOR FAMILY ENTERTAINMENT FOR COUNCILMAN HARRIS' FOOD TRUCK INVASION EVENT FROM THE SPECIAL EVENT FUND; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY COUNCILMAN RODNEY HARRIS)**
- K-3) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, RECOGNIZING OCTOBER 2015 AS BREAST CANCER AWARENESS MONTH IN THE CITY OF MIAMI GARDENS AND IMPLEMENTING PINK MONTH EVENTS; AUTHORIZING AN ALLOCATION OF FIVE THOUSAND DOLLARS (\$5,000.00) FROM THE SPECIAL EVENT FUND UPON APPROVAL OF THE 2015-2016 FISCAL YEAR BUDGET; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY VICE MAYOR FELICIA ROBINSON)**
- K-4) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, CANCELING THE NOVEMBER 25, 2015, AND DECEMBER 23, 2015, CITY COUNCIL MEETINGS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE. (SPONSORED BY THE CITY CLERK)**
- K-5) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, RESCHEDULING THE**

WEDNESDAY, NOVEMBER 11, 2015 TO TUESDAY, NOVEMBER 10, 2015; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY CLERK)

K-6) A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AWARDED A BID TO COOPER-GENERAL CORPORATION, FOR THE PURCHASE AND INSTALLATION OF THE PUBLIC SAFETY DISPATCH SYSTEM IN THE POLICE DEPARTMENT COMPLEX; AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS, IN AN AMOUNT NOT TO EXCEED, ONE HUNDRED TWENTY-NINE THOUSAND, EIGHT HUNDRED TWENTY-SEVEN DOLLARS AND EIGHTY CENTS (\$129,827.80), FOR THIS PURPOSE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE. (SPONSORED BY THE CITY MANAGER)

(L) RESOLUTION(S):

QUASI-JUDICIAL ZONING HEARINGS:

(M) ORDINANCES ON FOR FIRST READING(S):

(N) ORDINANCES ON FOR SECOND READING/PUBLIC HEARING(S)

None

(O) RESOLUTION(S)/PUBLIC HEARING(S)

(P) REPORTS OF CITY MANAGER/CITY ATTORNEY/CITY CLERK

(Q) REPORTS OF MAYOR AND COUNCIL MEMBERS

(R) WRITTEN REQUESTS, PETITIONS & OTHER WRITTEN COMMUNICATIONS FROM THE PUBLIC

(S) ADJOURNMENT

IN ACCORDANCE WITH THE AMERICAN WITH DISABILITIES ACT OF 1990, ALL PERSONS WHO ARE DISABLED AND WHO NEED SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THIS MEETING BECAUSE OF THAT DISABILITY SHOULD CONTACT RONETTA TAYLOR, MMC, CITY CLERK (305) 014-9010 EXT. 2830, NO LATER THAN 48 HOURS PRIOR TO SUCH PROCEEDINGS. TDD NUMBER 1-800-955-8771.

ANYONE WISHING TO OBTAIN A COPY OF ANY AGENDA ITEM MAY CONTACT RONETTA TAYLOR, MMC, CITY

CLERK (305) 914-9010 EXT. 2830. THE ENTIRE AGENDA PACKET CAN ALSO BE FOUND ON THE CITY'S WEBSITE AT www.miamigardens-fl.gov.

ANYONE WISHING TO APPEAL ANY DECISION MADE BY THE CITY OF MIAMI GARDENS WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING WILL NEED A RECORD OF THE PROCEEDINGS AND, FOR SUCH PURPOSE, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.



City of Miami Gardens Agenda Cover Memo

Council Meeting Date: <i>(Enter X in box)</i>	September 9, 2015		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other	
					X		
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
		X		Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes
					X		
Funding Source:	N/A		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
							X
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid #:	N/A			
		X					
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
	X						
Sponsor Name	David Williams Jr., Councilman		Department:	<i>Office of the Mayor & City Council</i>			

Short Title:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING ARTICLE IX ENTITLED "ANIMALS" OF THE CODE OF ORDINANCES TO DESIGNATE A BIRD SANCTUARY WITHIN THE CITY'S CORPORATE BOUNDARIES; PROVIDING FOR EXEMPTIONS; PROVIDING FOR PENALTIES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

Under the Migratory Bird Act it is unlawful to capture, kill or sell any migratory birds in the United States. The Act is limited to migratory birds that are native to the United States. In accordance with Florida law, an incorporated municipality may declare a bird sanctuary within its corporate boundaries, and extend protection to non-native bird species. Councilman David Williams Jr. recommends that the

**Item H-1) Ordinance
First Reading
Bird Sanctuary**

City be designated as a bird sanctuary to protect all species of birds within the City's corporate boundaries.

Proposed Action:

Councilman David Williams Jr. is recommending that the City Council adopts this Ordinance.

Attachment:

None.

ORDINANCE NO. 2015_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING ARTICLE IX ENTITLED "ANIMALS" OF THE CODE OF ORDINANCES TO DESIGNATE A BIRD SANCTUARY WITHIN THE CITY'S CORPORATE BOUNDARIES; PROVIDING FOR EXEMPTIONS; PROVIDING FOR PENALTIES; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, under the Migratory Bird Act it is unlawful to capture, kill or sell any migratory birds that are native to the United States, and

WHEREAS, in accordance with Florida law, an incorporated municipality may declare a bird sanctuary within its corporate boundaries, and extend protection to non-native bird species, and

WHEREAS, Councilman David Williams Jr. recommends that the City designates itself as a bird sanctuary to protect all species of birds within the City's corporate boundaries,

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AS FOLLOWS:

Section 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Ordinance.

Section 2. AMENDMENT: Article IX entitled "Animals" of the City's Codes of Ordinances is hereby amended as follows:

Added language is underlined. Deleted language is stricken through.

1 **DIVISION I. - GENERALLY**

2
3 **Sec. 14-588. - City designated a bird sanctuary.**

- 4
5 (a) The entire area embraced within the incorporated limits of the city is
6 hereby designated as a bird sanctuary.
- 7 (b) The bird sanctuary is created and established for the protection,
8 preservation, and encouragement of birds, bird life, bird eggs, and
9 bird nests within such area.
- 10 (c) It shall be unlawful for any person at any time to damage, destroy
11 or molest any bird or bird eggs or bird nests within the sanctuary.
- 12 (d) It shall be unlawful for any person to carry in or upon said bird
13 sanctuary any slingshot, trap or any other similar device used in the
14 taking, destruction or molestation of any bird, bird eggs or bird
15 nests in the sanctuary, with the intent to use such device in
16 violation of this section.
- 17 (e) It shall be unlawful for any person to cause or permit any dog to
18 enter into or upon the bird sanctuary for the purpose of destroying
19 or molesting any birds, bird eggs, or bird nests.

20
21 **Sec. 14-589.- Enforcement.**

22 City police officers and code enforcement officers shall have
23 primary responsibility for the regulations contained in this article.
24 Nothing in this article shall prevent a police officer or code
25 enforcement officer from obtaining voluntary compliance by way of
26 warning, notice or education.

27
28 **Section. 14-590. Exemptions.**

- 29 (a) The sanctuary established by Section 14-588 shall not include
30 protection of feral pigeon populations or other invasive and/or non-
31 native species such as Starlings, House Wrens, which are not
32 protected by state or federal law and which may threaten native
33 bird species.
- 34
35 (b) The provisions of Section 14-588 shall not prevent property owners
36 from removing Muscovy ducks from their property in a reasonable
37 manner.

38
Added language is underlined. Deleted language is stricken through.

1 **Sec. 14-591.- Penalties.**

2 Any person convicted of a violation of Section 14-588 shall be
3 punished by a fine not to exceed \$500.00 or by imprisonment not to
4 exceed 60 days, or both, in the discretion of the county court.

5

6 Section 3. CONFLICT: All ordinances or Code provisions in conflict
7 herewith are hereby repealed.

8 Section 4. SEVERABILITY: If any section, subsection, sentence,
9 clause, phrase or portion of this Ordinance is for any reason held invalid or
10 unconstitutional by any court of competent jurisdiction, such portion shall be
11 deemed a separate, distinct and independent provision and such holding shall
12 not affect the validity of the remaining portions of this Ordinance.

13 Section 5. INCLUSION IN CODE: It is the intention of the City
14 Council of the City of Miami Gardens that the provisions of this Ordinance shall
15 become and be made a part of the Code of Ordinances of the City of Miami
16 Gardens and that the section of this Ordinance may be renumbered or relettered
17 and the word "Ordinance" may be changed to "Chapter," "Section," "Article" or
18 such other appropriate word or phrase, the use of which shall accomplish the
19 intentions herein expressed.

20 Section 6. EFFECTIVE DATE: This Ordinance shall become effective
21 immediately upon its final passage.

22 PASSED ON FIRST READING ON THE _____ DAY OF _____,
23 2015.

Added language is underlined. Deleted language is stricken through.

1 PASSED ON SECOND READING ON THE ____ DAY OF _____,
2 2015.

3
4 ADOPTED AND PASSED BY THE CITY COUNCIL OF THE CITY OF
5 MIAMI GARDENS AT ITS REGULAR MEETING HELD ON THE ____ DAY OF
6 _____, 2015.

7
8 _____
9 OLIVER GILBERT, III, MAYOR

10
11
12
13 **ATTEST:**

14
15
16 _____
17 RONETTA TAYLOR, MMC, CITY CLERK

18
19
20 PREPARED BY: SONJA KNIGHTON DICKENS, ESQ., CITY ATTORNEY

21
22
23 SPONSORED BY: COUNCILMAN DAVID WILLIAMS JR.

24
25
26 Moved by: _____

27 Second by: _____

28
29 **VOTE:** _____

30			
31	Mayor Oliver Gilbert, III	_____ (Yes)	_____ (No)
32	Vice Mayor Felicia Robinson	_____ (Yes)	_____ (No)
33	Councilwoman Lillie Q. Odom	_____ (Yes)	_____ (No)
34	Councilman David Williams Jr	_____ (Yes)	_____ (No)
35	Councilwoman Lisa C. Davis	_____ (Yes)	_____ (No)
36	Councilman Rodney Harris	_____ (Yes)	_____ (No)
37	Councilman Erhabor Ighodaro, Ph.D.	_____ (Yes)	_____ (No)
38			

Added language is underlined. Deleted language is stricken through.



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	September 9, 2015		Item Type:	Resolution	Ordinance	Other	
			<i>(Enter X in box)</i>		X		
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading:	1st Reading		2nd Reading	
		X	<i>(Enter X in box)</i>	Public Hearing:	Yes	No	Yes
			<i>(Enter X in box)</i>		X		
Funding Source:			Advertising Requirement:	Yes		No	
			<i>(Enter X in box)</i>			X	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid #:				
		X					
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
		X					
			Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input checked="" type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communcation <input type="checkbox"/>				
Sponsor Name	Oliver Gilbert III, Mayor		Department:	Office of the Mayor & City Council			

Short Title:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING SECTION 34-288(1)(3) "USES PERMITTED WITH EXTRA REQUIREMENTS" TO PROVIDE THAT THE ADMINISTRATIVE OFFICIAL MAY IMPOSE ADDITIONAL REQUIREMENTS ON ADULT ENTERTAINMENT CLUBS; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

There are adult entertainment clubs that operate in the City of Miami Gardens. These clubs, as well as regular night clubs, can be of a concern to the City because of the potential for criminal and civil

incidents. The Code currently allows the Administrative Official to impose additional requirements on night clubs such as, restriction of hours of operation, security and off duty police requirements and other requirements. This Ordinance will extend these restrictions to adult entertainment clubs. In addition, operators of adult entertainment clubs will be required to submit a security plan for approval by the Police Chief or the Police Chief's designee.

Proposed Action:

That the City Council approves the attached Ordinance.

Attachment:

ORDINANCE NO. 2015_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING SECTION 34-288(1)(3) "USES PERMITTED WITH EXTRA REQUIREMENTS" TO PROVIDE THAT THE ADMINISTRATIVE OFFICIAL MAY IMPOSE ADDITIONAL REQUIREMENTS ON ADULT ENTERTAINMENT CLUBS; PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, there are adult entertainment clubs that operate in the City, and

WHEREAS, these clubs, as well regular night clubs, can be of a concern to the City because of the potential for criminal and civil incidents, and

WHEREAS, the Code currently allows the Administrative Official to impose additional requirements on night clubs such as, restriction of hours of operation, security and/or off duty police requirements and other requirements, and

WHEREAS, this Ordinance will extend these restrictions to adult entertainment clubs and will impose additional requirements as well,

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AS FOLLOWS:

Section 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Ordinance.

Section 2. AMENDMENT: Section 34-288 of the Code of Ordinances is amended as follows:

1 Sec. 34-288. - Uses permitted with extra requirements.

2

3 The extra requirements of this section shall be deemed necessary in order
4 for uses subject to such requirements to be considered appropriate and
5 compatible within the applicable zoning districts where such extra
6 requirements apply.

7

8

9 * * * * *

10 3. *Adult entertainment club.* Any business which features live
11 entertainment requiring the exclusion of minors pursuant to F.S ch.
12 847. For such uses, upon review of a certificate of use application, the
13 administrative official may impose conditions as deemed necessary to
14 ensure compliance with code requirements or minimize or mitigate the
15 impacts of the use on public facilities, adjacent properties and the
16 surrounding neighborhood, including, but not limited to, the following:

- 17 1. Restriction of hours of operation.
- 18 2. Security requirements;
- 19 3. Off-duty police requirements;
- 20 3. Limitations of use to within the enclosed premises;
- 21 4. Posting of policies, as it refers to dress code and service of alcohol;
- 22 5. Business registration with city and other programs such as a "We
23 Care" business;
- 24 6. Conditions to minimize noise and for nuisance abatement.

25

26 In addition, prior to the issuance of a certificate of use, the applicant shall
27 submit a security plan to the city which details the applicant's plans for
28 interior and exterior security, for the review and approval by the Police
29 Chief or the Police Chief's designee. At a minimum the security plan shall
30 indicate the number of security personnel to be used and the number of
31 off-duty police officers to be used.

32 Nothing contained herein shall be deemed to affect any variances that
33 were previously approved by the city council.

34 * * * * *

35 Section 3. CONFLICT: All ordinances or Code provisions in conflict herewith
36 are hereby repealed.

1 Section 4. SEVERABILITY: If any section, subsection, sentence, clause,
2 phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by
3 any court of competent jurisdiction, such portion shall be deemed a separate, distinct
4 and independent provision and such holding shall not affect the validity of the remaining
5 portions of this Ordinance.

6 Section 5. INCLUSION IN CODE: It is the intention of the City Council of
7 the City of Miami Gardens that the provisions of this Ordinance shall become and be
8 made a part of the Code of Ordinances of the City of Miami Gardens and that the
9 section of this Ordinance may be renumbered or relettered and the word "Ordinance"
10 may be changed to "Chapter," "Section," "Article" or such other appropriate word or
11 phrase, the use of which shall accomplish the intentions herein expressed.

12 Section 6. EFFECTIVE DATE: This Ordinance shall become effective
13 immediately upon its final passage.

14 PASSED ON FIRST READING ON THE _____ DAY OF _____, 2015.

15 PASSED ON SECOND READING ON THE _____ DAY OF _____, 2015.

16 ADOPTED AND PASSED BY THE CITY COUNCIL OF THE CITY OF MIAMI
17 GARDENS AT ITS REGULAR MEETING HELD ON THE _____ DAY OF
18 _____, 2015.

19 _____
20 OLIVER GILBERT III, MAYOR
21

22
23

1 ATTEST:

2

3

4

5 _____
6 RONETTA TAYLOR, MMC, CITY CLERK

6

7

8 PREPARED BY: SONJA KNIGHTON DICKENS, ESQ., CITY ATTORNEY

9 SPONSORED BY: MAYOR OLIVER GILBERT, III

10

11 Moved by: _____

12 Second by: _____

13

14 **VOTE:** _____

15

16	Mayor Oliver Gilbert, III	_____ (Yes)	_____ (No)
17	Vice Mayor Felicia Robinson	_____ (Yes)	_____ (No)
18	Councilwoman Lillie Q. Odom	_____ (Yes)	_____ (No)
19	Councilman David Williams Jr	_____ (Yes)	_____ (No)
20	Councilwoman Lisa C. Davis	_____ (Yes)	_____ (No)
21	Councilman Rodney Harris	_____ (Yes)	_____ (No)
22	Councilman Erhabor Ighodaro, Ph.D.	_____ (Yes)	_____ (No)

23

24

25



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	September 9, 2015		Item Type:	Resolution	Ordinance	Other	
			<i>(Enter X in box)</i>		X		
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
		X		Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes
					x		
Funding Source:			Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
						x	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid #:				
		X					
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
		X					
			Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communication <input type="checkbox"/>				
Sponsor Name	Cameron Benson, City Manager		Department:	City Manager			

Short Title:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING CHAPTER 14, ARTICLE 1, SECTION 14-1 OF THE CODE ADDING SUBSECTION (d) TO PROVIDE CIVIL PENALTIES FOR THE POSSESSION OF CANNABIS (MARIJUANA) FOR AMOUNTS UNDER 20 GRAMS AND POSSESSION OF DRUG PARAPHERNALIA; SETTING; PROVIDING FOR PENALTIES AND ENFORCEMENT; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

The City of Miami Gardens aims to decrease the possession, use, or sale of illegal drugs within its boundaries. Several other states and local governments have modified their drug laws to create civil violations for possession of small amounts of cannabis (marijuana) as opposed to arresting these individuals. The attached Ordinance establishes a mechanism whereby in those cases where a person is alleged to have committed the offense of possession of 20 grams or less of marijuana or paraphernalia, Miami Gardens' police officers will have the discretion to issue a civil citation instead of arresting the person.

This Ordinance will benefit to both the person who allegedly commits the offense and the City. The person will avoid a criminal penalty for the offense and the City will recognize an increase in revenue because these violations will be processed as civil violations.

Proposed Action:

That the City Council approves the attached Ordinance.

Attachment:

1 SECTION 2. AMENDMENT: Section 14-1 of the Code of Ordinances is hereby
2 amended to add Subsection (d):

3 CHAPTER 14

4 MISCELLANEOUS OFFENSES

5 ARTICLE I. - IN GENERAL

6 **Sec. 14-1. - Misdemeanor; adoption of state law; penalties.**

- 7 (a) It shall be unlawful and a violation of this chapter for any person to commit within the city,
8 any act which is recognized by the laws of the state as a misdemeanor.
- 9 (b) All statutes of the state defining and prohibiting criminal offenses against the state not
10 punishable by death or by imprisonment in the state prison and defined by state law as
11 misdemeanors are adopted and incorporated by reference as part of this article to the same
12 extent and to the same effect as if the provisions of each such statute was set out in full
13 herein defining and prohibiting each such offense against the state to be an act prohibited
14 by or an offense in violation of this article.
- 15 (c) All acts defined as misdemeanors in said state statutes are hereby prohibited and declared
16 to be violations of this chapter and any person shall, upon conviction in the court of
17 appropriate jurisdiction for violation thereof, be punished by a fine not exceeding \$500.00 or
18 by imprisonment in the county jail for not more than 60 days, or by both such fine and
19 imprisonment, but in no case shall the fine or imprisonment imposed under this chapter be
20 greater than the maximum fine or penalty for the same offense under the state statute.
- 21 (d) Notwithstanding subsections (a) through (c), the following misdemeanor(s) under State law
22 are eligible to receive a civil violation notice, at the discretion of a law enforcement officer,
23 provided that such violations are not charged in conjunction with any charge that is a
24 felony, driving under the influence, incident involving domestic violence, or violent crime, as
25 those terms are defined under State law:

- 26 1) Possession of Cannabis in an amount of 20 grams or less, as set forth in section
27 893.13(6)(b) of the Florida Statutes, as such may be amended from time to time;
28 and/or
- 29 2) Possession of Drug Paraphernalia, as set forth in sections 893.146 and
30 893.147(1)(b) of the Florida Statutes, as such may be amended from time to
31 time.

32 An individual issued a civil violation notice for a violation of subsection (d)(1) or (d)(2) will
33 be subject to the fine set forth herein.

34 3) Penalties and Enforcement

- 35 a. A person in violation of subsection (d)(1) or (d)(2) shall receive a fine of
36 \$100.00.
- 37 b. Enforcement. The Miami Gardens police department shall enforce this
38 section. This shall not preclude other law enforcement agencies from any
39 action to assure compliance with this section and all applicable laws. If a
40 police officer finds a violation of (d)(1) or (d)(2), the police officer will be

1 authorized to issue a notice of violation. The notice shall inform the
2 violation of the nature of the violation, amount of fine, that the violation
3 may be appealed by requesting an administrative hearing before a
4 special master within ten (10) days after service of the notice of violation,
5 and that failure to appeal the violation within ten (10) days of service shall
6 constitute an admission of the violation and a waiver of the right to a
7 hearing.

8 4) Rights of violator; payment of fine; right to appear; failure to pay civil fine or to
9 appeal; appeals from decisions of the special master.

10 a. A violator who has been served with notice of violation must elect to
11 either:

12 i. pay the civil fine in the manner indicated on the notice of violation;
13 or

14 ii. request an administrative hearing before a special master to
15 appeal the notice of violation, which must be requested within ten
16 (10) days of the service of the notice of violation.

17 b. The procedures for appeal by administrative hearing of the notice of
18 violation shall be as set forth in Chapter 8 of the Code.

19 c. Each violation of the article shall be subject to enforcement though
20 Chapter 8, Code Enforcement, as may be amended from time to time.

21 d. The special master shall be prohibited from hearing the merits of the
22 notice of violation or considering the timeliness of a request for an
23 administrative hearing if the violator has failed to request an
24 administrative hearing within ten (10) days of the service of the notice of
25 violation.

26 e. The special master shall not have discretion to alter the penalties
27 prescribed in subsection (3)(a).

28
29 ~~(d)~~(e) The city police department shall have the authority to enforce all provisions of this
30 chapter.

31
32 SECTION 4. CONFLICT. All Ordinances or Code provisions in conflict herewith are
33 hereby repealed.

34 SECTION 5. SEVERABILITY. If any section, subsection, sentence, clause,
35 phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any
36 court of competent jurisdiction, such portion shall be deemed as a separate, distinct and
37 independent provision and such holding shall not affect the validity of the remaining portions of
38 this Ordinance.

1 SECTION 6. INCLUSION IN CODE. It is the intention of the City Council of the
2 City of Miami Gardens that the provisions of this Ordinance shall become and be made a part of
3 the Code of Ordinances of the City of Miami Gardens and that the section of this Ordinance may
4 be renumbered or relettered and the word "Ordinance" may be changed to "Chapter," "Section,"
5 "Article," or such or appropriate word or phrase the use of which shall accomplish the intentions
6 herein expressed.

7 SECTION 7. EFFECTIVE DATE. This Ordinance shall become effective immediately
8 upon its final passage.

9 PASSED ON FIRST READING ON THE ____ DAY OF _____, 2015.

10 PASSED ON SECOND READING ON THE ____ DAY OF _____, 2015.

11 ADOPTED AND PASSED BY THE CITY COUNCIL OF THE CITY OF MIAMI
12 GARDENS AT ITS REGULAR MEETING HELD ON THE ____ DAY OF
13 _____, 2015.

14 _____
15 OLIVER GILBERT III, MAYOR
16

17
18
19 ATTEST:
20

21
22 _____
23 RONETTA TAYLOR, MMC, CITY CLERK
24

25
26 PREPARED BY: SONJA KNIGHTON DICKENS, ESQ., CITY ATTORNEY

1 SPONSORED BY: CAMERON D. BENSON, CITY MANAGER

2

3 Moved by: _____

4 Second by: _____

5

6 **VOTE:** _____

7

8	Mayor Oliver Gilbert, III	_____ (Yes)	_____ (No)
9	Vice Mayor Felicia Robinson	_____ (Yes)	_____ (No)
10	Councilwoman Lillie Q. Odom	_____ (Yes)	_____ (No)
11	Councilman David Williams Jr	_____ (Yes)	_____ (No)
12	Councilwoman Lisa C. Davis	_____ (Yes)	_____ (No)
13	Councilman Rodney Harris	_____ (Yes)	_____ (No)
14	Councilman Erhabor Ighodaro, Ph.D.	_____ (Yes)	_____ (No)

15

16

17

18



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	September 9, 2015		Item Type:	Resolution	Ordinance	Other	
			<i>(Enter X in box)</i>		X		
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
		X			X		
			Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes	No
Funding Source:			Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid #:				
		X					
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
	X						
Sponsor Name	Lisa C. Davis, Councilwoman		Department:	Office of the Mayor & City Council			

Short Title:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING THE CITY CODE BY CREATING ARTICLE XI. "MESSAGE THERAPY ESTABLISHMENTS," IN CHAPTER 6, "BUSINESSES", PROVIDING ADDITIONAL OPERATIONAL STANDARDS FOR MESSAGE THERAPY ESTABLISHMENTS, PROVIDING FOR ENFORCEMENT AND PENALTIES, PROVIDING FOR ADOPTION OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.

Summary:

Councilwoman Lisa C. Davis was appointed to serve on the Human Trafficking Steering Planning Committee, established by Florida National University. The purpose of the Committee was to study

human trafficking and to make recommendations for alleviating it. Ms. Davis is recommending that as a first step to alleviating human trafficking that the City of Miami Gardens joins forces with other local governments and agencies in an effort to “crack down” on human trafficking by enacting an ordinance that specifically deals with human trafficking.

The Florida Task Force on Human Trafficking has determined that massage establishments are recognized as sites where human trafficking activity occurs, and Section 480.52, Florida Statutes, expressly allows a municipality to regulate persons and establishments licensed as massage therapists, so long as such regulations do not exceed the powers of the State of Florida under Chapter 480, Florida Statutes.

Councilwoman Lisa C. Davis and the City Council for the City of Miami Gardens desire to implement standards for the operation of massage therapy establishments in an effort to further the health, safety, and welfare of the City and are in the best interest of the community.

Proposed Action:

That the City Council adopt the attached Ordinance.

Attachment:

ORDINANCE NO. 2015_____

1
2
3 AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI
4 GARDENS, FLORIDA, AMENDING THE CITY CODE BY
5 CREATING ARTICLE XI. "MASSAGE THERAPY
6 ESTABLISHMENTS," IN CHAPTER 6, "BUSINESSES",
7 PROVIDING ADDITIONAL OPERATIONAL STANDARDS FOR
8 MASSAGE THERAPY ESTABLISHMENTS, PROVIDING FOR
9 ENFORCEMENT AND PENALTIES, PROVIDING FOR ADOPTION
10 OF REPRESENTATIONS; REPEALING ALL ORDINANCES IN
11 CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING
12 FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.
13

14 WHEREAS, Councilwoman Lisa C. Davis was appointed to serve on the Human
15 Trafficking Steering Planning Committee, established by Florida National University,
16 and

17 WHEREAS, the purpose of the Committee was to study human trafficking and to
18 make recommendations for alleviating it, and

19 WHEREAS, Ms. Davis is recommending that as a first step to alleviating human
20 trafficking that the City of Miami Gardens joints forces with other local governments and
21 agencies in an effort to "crack down" on human trafficking by enacting an ordinance
22 that specifically deals with human trafficking, and

23 WHEREAS, the trade and exploitation of human beings for the purposes of
24 indentured servitude, forced prostitution and labor, and any other activity that deprives a
25 person of his/her human rights ("human trafficking activity") constitutes modern-day
26 slavery and a worldwide crisis, and

27 WHEREAS, no community, including the City of Miami Gardens (the "City"), is
28 immune to human trafficking activity due, in part, because of various legitimate

1 business fronts that serve to mask the illegal and indignant activity, and

2 WHEREAS, several governmental agencies, have reported substantiated
3 findings that massage establishments have been regularly recognized as sites that
4 mask and host human trafficking activity, and

5 WHEREAS, the strategic plan resulting from the Florida Task Force on
6 Human Trafficking stated that massage establishments are recognized as sites where
7 human trafficking activity occurs, and

8 WHEREAS, Section 480.52, Florida Statutes, expressly allows a municipality to
9 regulate persons and establishments licensed as massage therapists, so long as such
10 regulation does not exceed the powers of the State of Florida under Chapter 480,
11 Florida Statutes, and

12 WHEREAS, the Mayor and City Council have been made aware of reports, from
13 law enforcement and published in the media, that human trafficking activity may be
14 occurring as an adverse secondary effect associated with unregulated and unlicensed
15 massage businesses, and

16 WHEREAS, the Mayor and City Council find that unregulated massage
17 businesses, particularly those that operate during early morning or late night hours,
18 carry a substantial risk of contributing to the occurrence of human trafficking activity, as
19 well as conducting other criminal activity and diminished property values, and

20 WHEREAS, pursuant to Section 480.052, state law does not preempt local
21 regulation of massage establishments, and

1 WHEREAS, the Mayor and City Council desire to provide further standards for
2 the operation of massage therapy establishments, recognizing that there are legitimate
3 licensed, and reputable massage therapy establishments that will be likewise protected
4 by additional operational standards, and

5 WHEREAS, the Mayor and City Council believe that policies contained herein
6 to reduce the opportunities for human trafficking activities to occur, further the
7 health, safety, and welfare of the City, and are in the best interest of the community,

8 NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY
9 OF MIAMI GARDENS, FLORIDA, AS FOLLOWS:

10 SECTION 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas
11 paragraphs are hereby ratified and confirmed as being true, and the same are hereby made
12 a specific part of this Ordinance.

13 SECTION 2. AMENDMENT: The Code of Ordinances of the City of Miami Gardens
14 is hereby amended by creating Article XI "Massage Therapy Establishments" in Chapter
15 "Businesses" to provide as follows:

16 **CHAPTER 6 BUSINESSES**

17

18 **ARTICLE XI – MASSAGE THERAPY ESTABLISHMENTS**

19

20 **Section 6-37,**

21

22 *(a) Legislative Intent.*

23

24 It is the intent of the City Council of the City of Miami Gardens, Florida, to enact
25 by Ordinance, in accordance with Chapter 480, Florida Statutes, local laws providing
26 for regulations and standards for massage therapy establishments that cumulatively
27 work to protect legitimate massage therapy establishments and to eliminate

1 opportunities for illegitimate massage therapy establishments to serve as fronts and/or
2 hosts for human trafficking activities, with the greater intention of preserving the dignity
3 and human rights of all persons in the city.
4

5 (b) Definitions.
6

7 The terms of this section shall have the same definitions as provided in Section
8 480.033, Florida Statutes, as may be amended from time to time, unless specifically
9 provided otherwise herein. For the purposes of clarity, the City adopts from Section
10 480.033 the definitions of the following words:
11

- 12 (1) “Massage” means the manipulation of the soft tissues of the human body
13 with the hand, foot, arm, or elbow, whether or not such manipulation is
14 aided by hydrotherapy, including colonic irrigation, or thermal therapy, any
15 electrical or mechanical device, or the application to the human body of a
16 chemical or herbal preparation.
17
- 18 (2) “Massage therapist” means a person licensed as required by this act, who
19 administers massage for compensation, and
20
- 21 (3) “Establishment” means a site or premises, or portion thereof, wherein a
22 massage therapist practices massage.
23

24 (c) Unlicensed provision of massage unlawful.
25

26 Unless expressly exempted, no person may provide massage as part of
27 any business or for any consideration or remuneration in the city, unless the

individual is duly licensed under Chapter 480, Florida Statutes, the individual and/or establishment has obtained an appropriate business tax receipt from the City, and the individual and/or Establishment has all other city and county approvals necessary to carry on such a business.

(d) Requirements for Massage Establishments.

A permitted massage therapy business shall meet all of the following requirements:

- (1) The massage therapy business (or establishment) shall be licensed and meet all of the requirements set out in Florida law, including the requirements in Chapter 480, Florida Statutes, and Chapters 64B7-26 and 64B7-30, Florida Administrative Code.
- (2) All persons in the massage therapy business or establishment who offer to provide or provide massage as defined in this Section and in Section 480.033, Florida Statutes, shall be licensed by the State of Florida and the license shall be in good standing. Each licensed massage therapist shall be in compliance with all requirements of Florida law, including those statutes and administrative rules referenced in this Section.
- (3) The massage therapy business may only operate between the hours the hours of 5:00 a.m. through midnight, subject to the exceptions set forth in article this section.
- (4) The hours of operation set forth in paragraph (3) of this section do not apply to any of the following:
 - (a) A massage therapy business located on the premises of a healthcare facility as defined in Section 408.07, Florida Statutes,
 - (b) A health care clinic as defined in Section 400.9905(4), Florida Statutes,
 - (c) A hotel, motel, or bed and breakfast inn, as those terms are defined in Section 509.242, Florida Statutes,
 - (d) A timeshare property as defined in Section 721.05, Florida Statutes,
 - (e) A massage performed by a massage therapist acting under the prescription of a physician or physician assistant licensed

Added language is underlined. Deleted language is stricken through.

under Chapter 458, Florida Statutes, a chiropractic physician and/or an osteopathic physician licensed under Chapter 460, Florida Statutes, a podiatric physician licensed under Chapter 461, Florida Statutes, an advanced registered nurse practitioner licensed under part I of Chapter 464, Florida Statutes, or a dentist licensed under Chapter 466, Florida Statutes, and

(f) A massage provided by a licensed massage therapist during a special event wherein the City has approved the operation during the special event.

(5) No massage establishment or business may be used as a place of residence for any person. Facilities essential to a residence, such as, without limitation, a bedroom or a full kitchen, are prohibited in massage therapy business and/or establishment, except to the extent that bathroom and/or such other facilities are required to maintain state licensure under Chapter 480, Florida Statutes, and Chapters 64B7-26 and 64B7-30, Florida Administrative Code. It shall not be a violation for a massage therapy business or establishment to have and to use appliances associated with prohibited facilities that are lawfully and regularly made a part of the regular, legitimate business of a massage establishment and which are not used in any manner that would violate city, county, and state laws.

(e) Enforcement & Penalties.

(1) It shall be unlawful to operate a massage therapy business or establishment in contravention of this article. A person violating the provisions of this article commits a violation of the city's municipal code and commits a misdemeanor of the second degree. A violation of the provisions of this Article may also result in the revocation or suspension of the violator's certificate of use as provided in Section 6-36 of the city code and denial of a Business Tax receipt as provided in section 22-212 of the city code. The city shall report any violations of this article by a licensed massage therapist to the Florida Department of Professional and Business Regulation, or such other agency as may correspond to the situation, which may result in additional penalties.

(2) Any premises in which massage is offered or performed, by persons unlicensed by the State of Florida or otherwise in violation or otherwise in violation of the provisions of Chapter 480, Florida Statutes, and Chapters 64B7-26 and 64B7-30, Florida Administrative Code, for which discipline may be imposed by the State of Florida, shall be in

Added language is underlined. Deleted language is stricken through.

violation of the city code, and such activity may be declared a nuisance and may be abated and enjoined, as provided in Section 823.05, Florida Statutes, and/or such other applicable laws, as a public nuisance.

- (3) The owner, operator, or person in control, of any premises in the city in which massage is offered or provided in violation of either Florida law or this Article shall be liable for a violation of the city code pursuant to Chapter 8 of the code, and shall commit a misdemeanor of the first degree, punishable as provided by Sections 775.082 or 775.083, Florida Statutes. A second or subsequent violation of this section is a felony of the third degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084.
- (4) A person who is unlicensed as a massage therapist by the State of Florida or, notwithstanding the possession of such a license, violates a provision of Chapter 480 or Chapters 64B7-26 or 64B7-30, Florida Administrative Code, which would subject the individual to discipline by the State of Florida for a violation of the requirements of the license, or who violates any provision of this Article, shall be liable for a code violation pursuant to Chapter 8 of this Code and shall commit a misdemeanor of the first degree, punishable as provided in Sections 775.082 or 775.083, Florida Statutes.

SECTION 3. IMPLEMENTATION: The City Manager, City Clerk, and City Attorney are hereby authorized and directed to implement the provisions of this Ordinance and to take any and all necessary administrative actions as may be appropriate by their position to execute the purpose of this Ordinance.

SECTION 4. EDUCATION RESOURCE: The City Manager and City Clerk are hereby directed to create, and take all necessary actions to produce and populate, an educational web page within the City of Miami Gardens' Website providing the public with information and resources on how to identify and combat human trafficking.

SECTION 5. INCORPORATION INTO THE CODE: The provisions of this Ordinance, to the extent appropriate, shall become and be made a part of the Code of

Added language is underlined. Deleted language is stricken through.

Ordinances of the City of Miami Gardens. The City Clerk is authorized to take all actions necessary to incorporate the provisions of this Ordinance into the Code of Ordinances, including, but not limited to, renumbering or relettering sections and to change and that the word "ordinance" may be changes to "section," "article," or such other appropriate word or phrase in order to accomplish such intention.

SECTION 6. SEVERABILITY: The provisions of this Ordinance are declared to be severable and if any section, sentence, clause or phrase of this Ordinance shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but they shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 7. CONFLICTS: All ordinances or parts of ordinances, resolution or parts of resolutions, in conflict herewith, are repealed to the extent of such conflict.

SECTION 8. EFFECTIVE DATE: This Ordinance shall become effective immediately upon its final passage.

PASSED ON FIRST READING ON THE ____ DAY OF _____, 2015.

PASSED ON SECOND READING ON THE ____ DAY OF _____, 2015.

ADOPTED AND PASSED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON THE ____ DAY OF _____, 2015.

Added language is underlined. Deleted language is stricken through.

OLIVER GILBERT, III, MAYOR

ATTEST:

RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, ESQ., CITY ATTORNEY

SPONSORED BY: COUNCILWOMAN LISA C. DAVIS

Moved by: _____

Second by: _____

VOTE: _____

Mayor Oliver Gilbert, III	_____ (Yes)	_____ (No)
Vice Mayor Felicia Robinson	_____ (Yes)	_____ (No)
Councilwoman Lillie Q. Odom	_____ (Yes)	_____ (No)
Councilman David Williams Jr	_____ (Yes)	_____ (No)
Councilwoman Lisa C. Davis	_____ (Yes)	_____ (No)
Councilman Rodney Harris	_____ (Yes)	_____ (No)
Councilman Erhabor Ighodaro, Ph.D.	_____ (Yes)	_____ (No)

Added language is underlined. Deleted language is stricken through.



City of Miami Gardens Agenda Cover Memo

Council Meeting Date: <i>(Enter X in box)</i>	September 9, 2015		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other	
					X		
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
		X			X		
Funding Source:			Advertising Requirement: <i>(Enter X in box)</i>	Yes	No		
					X		
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid #:				
		X					
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i> Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communcation <input type="checkbox"/>			
Sponsor Name	Cameron Benson, City Manager		Department:	City Manager			

Short Title:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AMENDING CHAPTER 2, ARTICLE IX, DIVISION 4 (PREFERENTIAL PURCHASING) OF THE CODE OF ORDINANCES; REPEALING ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR INCLUSION IN CODE; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

In 2008, the City Council established a purchasing preference for bidders that contribute to public schools located within the City of Miami Gardens. In accordance with the policy, when bidders provide proof that they have made a monetary contribution to a public school located within the City, they receive a preference based upon the level of the contribution and the amount of the bid.

This Ordinance is being proposed to simplify the process for bidders who want to contribute to a public school located within the City.

**Item H-5) Ordinance
First Reading
Preferential Purchasing**

Proposed Action:

That the City Council adopt the attached Ordinance.

Attachment:

1 independent provision and such holding shall not affect the validity of the remaining portions of
2 this Ordinance.

3 SECTION 6. INCLUSION IN CODE. It is the intention of the City Council of the
4 City of Miami Gardens that the provisions of this Ordinance shall become and be made a part of
5 the Code of Ordinances of the City of Miami Gardens and that the section of this Ordinance may
6 be renumbered or relettered and the word "Ordinance" may be changed to "Chapter," "Section,"
7 "Article," or such or appropriate word or phrase the use of which shall accomplish the intentions
8 herein expressed.

9 SECTION 7. EFFECTIVE DATE. This Ordinance shall become effective immediately
10 upon its final passage.

11 PASSED ON FIRST READING ON THE ____ DAY OF _____, 2015.

12 PASSED ON SECOND READING ON THE ____ DAY OF _____, 2015.

13 ADOPTED AND PASSED BY THE CITY COUNCIL OF THE CITY OF MIAMI
14 GARDENS AT ITS REGULAR MEETING HELD ON THE ____ DAY OF
15 _____, 2015.

16 _____
17 OLIVER GILBERT III, MAYOR
18

19 ATTEST:

20

21 _____
22 RONETTA TAYLOR, MMC, CITY CLERK
23

24

25 PREPARED BY: SONJA KNIGHTON DICKENS, ESQ., CITY ATTORNEY

26 SPONSORED BY: CAMERON D. BENSON, CITY MANAGER

Added language is underlined. Deleted language is stricken through.

1 Moved by: _____

2 Second by: _____

3

4 **VOTE:** _____

5

6	Mayor Oliver Gilbert, III	_____ (Yes)	_____ (No)
7	Vice Mayor Felicia Robinson	_____ (Yes)	_____ (No)
8	Councilwoman Lillie Q. Odom	_____ (Yes)	_____ (No)
9	Councilman David Williams Jr	_____ (Yes)	_____ (No)
10	Councilwoman Lisa C. Davis	_____ (Yes)	_____ (No)
11	Councilman Rodney Harris	_____ (Yes)	_____ (No)
12	Councilman Erhabor Ighodaro, Ph.D.	_____ (Yes)	_____ (No)
13			

EXHIBIT A

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Sec. 2-785. - Established.

The city council hereby establishes a preference in purchasing and contracting for businesses that have made a monetary contribution of a certain level to a public school operated by Miami-Dade County Public Schools located in the city.

(Ord. No. 2008-20-156, § 2, 5-28-2008)

Sec. 2-786. - Findings of fact.

The city annually spends significant amounts in purchasing personal property, materials, and contractual services in the construction and improvements to real property. The dollars used in making these purchases are derived in large part from taxes and fees imposed on local businesses and the city council has determined the funds generated in the community to the extent possible should be placed back into the local community to aid the citizenry by assisting school-age children within the city. Therefore, the city council has determined it is in the best interest of the city and its citizens to give a preference to businesses in the award of contracts where the business has previously made monetary contributions of a certain level to public schools located within the city.

(Ord. No. 2008-20-156, § 2(a), 5-28-2008)

Sec. 2-787. - Purpose; scope, applicability.

- (a) This policy has been developed to encourage businesses to contribute funds to public schools operated by the Miami-Dade Public Schools, located within the city.
- (b) This policy applies to all businesses interested in participating in the city procurement activities. Eligible businesses must demonstrate that they have contributed the requisite funds to public schools located within the city.

(Ord. No. 2008-20-156, § 2(b), (c), 5-28-2008)

Sec. 2-788. - Policy statement; exceptions.

- (a) In the purchase or letting of contracts for procurement of personal property, materials, certain contractual services, and construction of improvements to real property or to existing structures, the city council or other purchasing authority, may give a preference to businesses that provide financial support to an eligible school.
- (b) The preference set forth in this article shall not apply to any of the following purchases or contracts:
 - (1) Purchases or contracts with an estimated value of \$25,000.00 or less;
 - (2) Purchases exempted by law, rule, policy or procedure from the requirements for competitive solicitation/bid;
 - (3) Purchases or contracts which are funded, in whole or in part by a governmental entity and the laws, regulations, or policies governing such funding which prohibit application of that preference;
 - (4) Purchases made or contracts let under emergency procurement situations as such are defined in the city's procurement policies and procedures or as determined by city council;
 - (5) Purchases that are made through purchasing cooperatives or through the use of existing contracts with other governmental jurisdictions, the state or federal agencies;

Added language is underlined. Deleted language is stricken through.

1 (6) Any purchases that are exempt from the purchasing requirements in accordance with the city's
 2 purchasing ordinance.

3 (Ord. No. 2008-20-156, § 2(d), (e), 5-28-2008)

4 Sec. 2-789. - Procedures.

5 (a) All businesses applying for a procurement preference under this policy shall submit proof of
 6 payment to the school(s) along with a confirmation letter from the school principal accepting the
 7 donation, delineating the amount of the monetary contribution and stating the specific purpose for
 8 the donation. The proof of payment and the confirmation letter from the principal shall be
 9 submitted to the City five (5) days prior to the award of the bid. The City reserves the right to
 10 independently verify the contribution to the school. To be considered, contributions must be made
 11 within the previous 12 months prior to the opening date of the interested bid.

12 ~~All businesses applying for procurement preference under this policy shall submit a letter to the~~
 13 ~~principal of the school that is to receive the donated funds. Said letter shall specify that the~~
 14 ~~donated funds must be spent for the particular school to which the donation is made, and shall~~
 15 ~~specify the specific purpose for the donation. In addition, the business shall obtain a commitment~~
 16 ~~letter from the principal. The commitment letter along with the letter submitted by the business to~~
 17 ~~the school, shall be submitted at the time of submittal of the bid or request for~~
 18 ~~proposal/qualifications. The commitment letter shall delineate the amount of the monetary~~
 19 ~~contribution and the specific purpose for the donation. The commitment letter must be notarized.~~
 20 ~~Contributions must be made within the previous 12 months prior to the opening date of the~~
 21 ~~interested bid_____~~

22
 23 (b) Preferences given under this policy shall adhere to the following:

Bid Levels	Donation Value	Bid Preference (percent)	RFP Bonus Points ¹
\$25,001.00—\$49,999.00	\$2,500.00	5	5 points or 5 percent of total
	\$2,000.00	4	4 points or 4 percent
	\$1,500.00	3	3 points or 3 percent
	\$1,000.00	2	2 points or 2 percent
	\$500.00	1	1 points or 1 percent
\$50,000.00—\$99,999.00	\$5,000.00	5	5 points or 5 percent
	\$4,000.00	4	4 points or 4 percent
	\$3,000.00	3	3 points or 3 percent
	\$2,000.00	2	2 points or 2 percent

Added language is underlined. Deleted language is stricken through.

	\$1,000.00	1	1 points or 1 percent
\$100,000.00—\$249,999.00	\$10,000.00	5	5 points or 5 percent
	\$8,000.00	4	4 points or 4 percent
	\$6,000.00	3	3 points or 3 percent
	\$4,000.00	2	2 points or 2 percent
	\$2,000.00	1	1 points or 1 percent
\$250,000.00—\$499,999.00	\$25,000.00	5	5 points or 5 percent
	\$20,000.00	4	2 points or 2 percent
	\$15,000.00	3	1 points or 1 percent
	\$10,000.00	2	2 points or 2 percent
	\$5,000.00	1	1 points or 1 percent
Over \$500,000.00	\$50,000.00	5	5 points or 5 percent

1

2 ¹Whichever is greater

3 _____

4 (c) Total bid price shall include not only the base bid price but also all alterations to that base bid price
5 resulting from alternates which were both part of the bid and actually purchased or awarded by the
6 city council.

7 (d) ~~When a responsive, responsible bidder submits the lowest price bid, and the bid submitted by one or~~
8 ~~more responsive, responsible, businesses which are qualified per the charitable contribution~~
9 ~~preference is within the preference amount to which they are entitled per the table in subsection (b)~~
10 ~~of this section, then such bidder shall have the opportunity to submit, within five working days of the~~
11 ~~bid opening, a best and final bid equal to or lower than the amount of the low bid previously~~
12 ~~submitted by the actual lowest bidder.~~

13 (e) In the event of an identical tied bid or proposal, after the preference is applied, ~~the bidder making the~~
14 ~~larger contribution to a school will be afforded the first opportunity to meet or exceed the designated~~
15 ~~low bid. In the event of a continuing tie, preference will be given to the local vendor. If none of the~~
16 ~~vendors are local or if two or more vendors are local and a tie still remains, for those contracts that~~
17 ~~are to be awarded by the city manager, the city manager shall determine to whom the bid will be~~

Added language is underlined. Deleted language is stricken through.

1 awarded, and ~~for~~ those contracts to be awarded by the city council, the city council shall
2 determine to whom the bid will be awarded-
3 (Ord. No. 2008-20-156, § 2(f), (g), 5-28-2008)



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	September 9, 2015		Item Type:	Resolution	Ordinance	Other	
			<i>(Enter X in box)</i>	X			
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
		X		Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes
				X			
Funding Source:	Community Development Block Grant (CDBG) Program		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
				X			
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid #:	N/A			
		X					
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i> N/A			
		X					
Sponsor Name	Cameron D. Benson, City Manager		Department:	Community Development			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING AMENDMENTS TO COMMUNITY DEVELOPMENT BLOCK GRANT ACTION PLANS FOR FISCAL YEARS 2010 THROUGH 2015, AS OUTLINED IN EXHIBIT "A" ATTACHED HERETO; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Background

The City of Miami Gardens is an Entitlement jurisdiction, and as such receives an annual allocation of Community Development Block Grant (CDBG) Program funds from the US Department of Housing and Urban Development (HUD). Since becoming an Entitlement jurisdiction in October 2006, the City has received a total of \$11,357,824 in CDBG Program funds.

Each program year the City is required to submit an Annual Action Plan to HUD, which outlines how the City will use its CDBG funds to implement projects that benefit low-to-moderate income individuals/households.

Current Situation

At this time it is necessary to amend the following CDBG Program Year Action Plans - 2010-11, 2011-12, 2012-13, 2013-14, and 2014-15. This amendment reflects a re-allocation of unexpended funds from these years to fund CDBG activities during Program Year 2014-15. A total of \$1,133,064 of CDBG funds will be re-allocated from CDBG funds that were:

- 1) previously awarded but not contracted,
- 2) funds that were obligated but construction work did not commence, and
- 3) from unspent previously awarded projects that came in under budget.

A draft of the attached Amendment to multiple Program Year Action Plans was publicly advertised for thirty (30) days, allowing for public comments. The notice was placed in the Miami Herald Neighbors Section and at City Hall and the Department of Community Development. Additionally, a draft of the proposed Amendment was posted on the City's Website and a hard copy was made available in the Department of Community Development's lobby. No public comments were received.

A resolution is needed to amend the City's Annual Action Plans. Upon City Council's approval, the Amendment must be submitted to HUD.

Fiscal Impact

There is no immediate fiscal impact. This is just an amendment to the expenditure planning of how the funding provided for CDBG will be allocated.

Proposed Action:

That the City Council approves the attached resolution.

Attachments:

- CDBG Action Plan Amendments to PY 2010-2015

RESOLUTION NO. 2015_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING AMENDMENTS TO COMMUNITY DEVELOPMENT BLOCK GRANT ACTION PLANS FOR FISCAL YEARS 2010 THROUGH 2015, AS OUTLINED IN EXHIBIT "A" ATTACHED HERETO; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, since 2006, the City has received a total of Eleven Million Three Hundred Fifty Seven, Eight Hundred Twenty Four Dollars (\$11,357,824.00) in Community Development Block Grant ("CDBG") funds from the United States Department of Housing and Urban Development ("HUD"), and

WHEREAS, each year, HUD requires the City to submit an annual action plan, to outline the manner in which program funds will be utilized to implement projects to benefit low to moderate income individuals and households, and

WHEREAS, City staff recommends amending the action plans for fiscal years 2010 through 2015 to reallocate a total of One Million One Hundred Thirty Three, Seventy Four Dollars (\$1,133,064.00) in unused grant funds to 2014-2015 program year activities,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AS FOLLOWS:

Section 1: ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens hereby authorizes amendments to Community Development Block Grant Action Plans for Fiscal Years 2010 through 2015, as outlined in Exhibit "A" attached hereto.

30 Section 3: EFFECTIVE DATE: This Resolution shall take effect immediately
31 upon its final passage.

32 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI
33 GARDENS AT ITS REGULAR MEETING HELD ON _____, 2015.

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39 **ATTEST:**

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43 _____
RONETTA TAYLOR, MMC, CITY CLERK

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46 PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

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49 SPONSORED BY: CAMERON D. BENSON, CITY MANAGER

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51 Moved by: _____

52

53 **VOTE:** _____

54

55 Mayor Oliver Gilbert, III _____ (Yes) _____ (No)

56 Vice Mayor Felicia Robinson _____ (Yes) _____ (No)

57 Councilwoman Lillie Q. Odom _____ (Yes) _____ (No)

58 Councilman David Williams Jr _____ (Yes) _____ (No)

59 Councilwoman Lisa C. Davis _____ (Yes) _____ (No)

60 Councilman Rodney Harris _____ (Yes) _____ (No)

61 Councilman Erhabor Ighodaro, Ph.D. _____ (Yes) _____ (No)

62

City of Miami Gardens



Department of Community Development

Action Plan Amendments
(Program Years 5, 6, 7, 8, & 9)

FY

2010-

2015

Submitted to: The US Department of Housing & Urban Development;
Community Planning & Development
909 SE First Avenue, Room 500
Miami, Florida 33131-3028

1. INTRODUCTION

EXECUTIVE SUMMARY

This report consists of modifications (amendments) implemented to projects identified in the City of Miami Gardens' 5th, 6th, 7th, 8th, and 9th Program Year Action Plans (FY 2010-2015), for its Community Development Block Grant (CDBG) Program. With the approval of the City Manager, this report delineates adjustments to the projects carried out by the Department of Community Development. These amendments were necessary due to a change in the nature of the projects indicated herein.

In an effort to better meet the priorities and needs of low- and moderate-income city residents, funding allocations have been increased or decreased appropriately by means of transfer, re-allocation, or de-obligation. All funding determinations remain consistent with the goals and objectives set-forth in the 2011-2016 Consolidated Plan and in conjunction with the Citizen Participation Plan. As it relates to citizen participation, a summary of the amendments was made available to the public for review and comment for a period of 30-days beginning on August 9, 2015 through September 9, 2015. The amendment was publicly posted and available on the City's website at <http://www.miamigardens-fl.gov/cd/index.html> and in the Miami Herald for review by the general public.

As an Entitlement Jurisdiction, the City of Miami Gardens is dedicated to complying with the goals and regulations mandated by the U.S. Department of Housing and Urban Development (U.S. HUD), while attempting to provide decent housing, a suitable living environment, and increased economic opportunity for low- and moderate income residents.

The Department of Community Development initiated such amendments with the intent of meeting the following CDBG national objectives: 1) Provide benefits to low-to-moderate income families; 2) Aid in preventing "slums and blight"; 3) To meet other community development needs that have a particular urgency because existing conditions pose a serious and immediate threat to the health and welfare of the community.

Projects submitted in the 5th, 6th, 7th, 8th, & 9th Program Year Action Plans were designed to give maximum priority to feasible activities that promote the CDBG national objectives. Furthermore, Entitlement Grant monies, such as CDBG will be awarded by the City of Miami Gardens to agencies and projects which further the national federal objectives.

2. BACKGROUND

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

The City of Miami Gardens received its first allocation of Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD) in 2006. The primary objective of the CDBG Program as set forth by Congress is the “development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income.” Federal regulations define persons who are low and moderate-income as those individuals (or households) earning less than 80% of the area median income (AMI) as determined by HUD, adjusted by household size.

Usage of the CDBG funds is guided by the City’s Consolidated Plan for Community Development and Housing programs. The Consolidated Plan establishes a long-range strategy for investment of its HUD resources and other resources linked to activities directed at the community development, housing and homeless services needs. The plan covers a five-year period, beginning October 1, 2011 and ending September 30, 2016. Lastly, the City must prepare an Annual Action Plan describing actions/strategies designed to fulfill the Consolidated Plan.

As an Entitlement City, Miami Gardens is awarded an annual CDBG allocation on a formula basis. The formula takes into account total population, overcrowding and poverty. CDBG funds must be used for activities that benefit low- and moderate income persons. Eligible activities include affordable housing, job creation, business expansion opportunities, and services to the most vulnerable in the community.

The Department of Community Development furthers the HUD national objectives by coordinating the priorities collectively established in annual public hearings, with the CDBG national goals and objectives.

3. AMENDMENTS

DETAIL OF AMENDMENTS

2010-2011

Number Key

Project Code	Amendment Number (project-P.Y.-amendment #)	Program Yr	Amendment Sequence
BCRD (CDBG-Commercial Redevelopment)	BCRD-05-006	05	006
BNFR (CDBG-Infrastructure Improvements)	BNFR-05-007	05	007
BHSG (CDBG-Housing Rehabilitation)	BHSG-05-008	05	008

No. BCRD-05-006 (Commercial Redevelopment): The 2010-2011 Action Plan reflected the provision of commercial redevelopment in selected low-mod census tracts in the City. This project included façade improvements for eligible for-profit businesses within the City. An amount of \$120,289.00 was allocated to this project. An activity was identified; however it was completed under budget. As a result, \$21,549.65 has been de-obligated. This amendment will reduce the allocated amount by \$21,549.65. The funds will be re-allocated to the Housing Rehabilitation project in program year 2014-2015, and will bring the total allocation for the 2010-2011 Commercial Redevelopment project to **\$98,739.35**.

No. BNFR-05-007 (Infrastructure Improvements): The 2010-2011 Action Plan reflected the provision of infrastructure improvements in selected low-mod census tracts in the City. This activity consisted of improvements to drainage, water/sewer, street lights, and street reconstruction. The project went over budget by \$20,220.93 due to the hiring of a temporary construction site manager to oversee the project which was not part of the original budget. As a result, this amendment will increase the project by \$20,220.93 from the 2011-2012 Infrastructure project funds. This will bring the total allocation for 2010-2011 Infrastructure Improvements project to **\$755,029.78**.

No. BHSG-05-008 (Housing Rehabilitation): The 2010-2011 Action Plan included an allocation for the Housing Rehabilitation Project. These services are provided to homeowners who are at or below 80% of the area median income and live in the housing unit being rehabilitated. An amount of \$320,702.48 was allocated to this project; however \$199,241.78 remains unobligated and unspent. This amendment will move these unobligated funds from the Housing Rehabilitation project in 2010-2011 and reallocate \$33,369.97 to 2013-2014 and \$165,871.81 to the 2014-2015 program years. This will bring the total allocation for 2010-2011 Housing Rehabilitation project to **\$121,460.70**.

2011-2012

Number Key

Project Code	Amendment Number (project-P.Y.-amendment #)	Program Yr	Amendment Sequence
BCRD (CDBG-Commercial Redevelopment)	BCRD-06-002	06	002
BNFR (CDBG-Infrastructure Improvements)	BNFR-06-003	06	003
BHSG (CDBG-Housing Rehabilitation)	BHSG-06-004	06	004

No. BCRD-06-002 (*Commercial Redevelopment*): The 2011-2012 Action Plan reflected the provision of commercial redevelopment in selected low-mod census tracts in the City. This project included façade improvements for eligible for-profit businesses within the City. An amount of \$72,000.00 was allocated to this project. A portion of the funds remain unobligated and unspent to date. This amendment will reduce the allocated amount by \$52,324.00 and re-allocated it to the Housing Rehabilitation project in program year 2014-2015, and will bring the total allocation for the 2011-2012 Commercial Redevelopment project to **\$19,676.00**.

No. BNFR-06-003 (*Infrastructure Improvements*): The 2011-2012 Action Plan reflected the provision of \$179,566.00 for infrastructure improvements in selected low-mod census tracts in the City. This activity consists of improvements to drainage, water/sewer, street lights, and street re-construction. This amendment will move \$20,220.93 to 2010-2011 and the remaining \$159,345.07 to 2014-2015 in order to complete Phase 2 of the Vista Verde Livable Neighborhood project. The final total amount in this Infrastructure Improvements project for 2011-2012 will be **\$0.00**.

No. BHSG-06-004 (*Housing Rehabilitation*): The 2011-2012 Action Plan included an allocation for the Housing Rehabilitation Project. These services are provided to homeowners who are at or below 80% of the area median income and live in the housing unit being rehabilitated. An amount of \$409,318.43 was allocated to this project. A portion of the funds remain unobligated to date. This amendment will reduce the allocated amount by \$80,987.90 and re-allocate it to the Housing Rehabilitation project in program year 2013-2014. The total allocation remaining for 2011-2012 Housing Rehabilitation project will be **\$328,330.53**.

2012-2013

Number Key

Project Code	Amendment Number (project-P.Y.-amendment #)	Program Yr	Amendment Sequence
BCRD (CDBG-Commercial Redevelopment)	BCRD-07-001	07	001
BNFR (CDBG-Infrastructure Improvements)	BNFR-07-002	07	002
BHSG (CDBG-Housing Rehabilitation)	BHSG-07-003	07	003
BPSV (CDBG-Public Services)	BPSV-07-004	07	004
BADM (CDBG-Administration)	BADM-07-005	07	005

No. BCRD-07-001 (Commercial Redevelopment): The 2012-2013 Action Plan reflected the provision of commercial redevelopment in selected low-mod census tracts in the City. This project included façade improvements for eligible for-profit businesses within the City. An amount of \$200,000.00 was allocated to this project. A portion of the funds remain unobligated to date. This amendment will reduce the allocated amount by \$172,786.10. \$163,484.71 will be reallocated to the Housing Rehabilitation project in program year 2014-2015 and \$9,301.39 will be moved to the Commercial Redevelopment project in 2014-2015. This will bring the total allocation for the 2012-2013 Commercial Redevelopment project to **\$27,213.90**.

No. BNFR-07-002 (Infrastructure Improvements): The 2012-2013 Action Plan reflected the provision of \$168,552.00 for infrastructure improvements in selected low-mod census tracts in the City; known as the Livable Neighborhoods Initiative. This activity consists of improvements to drainage, water/sewer, street lights, and street re-construction. This amendment will move all the funds allocated to this project in 2012-13 to the Infrastructure Improvement project in 2014-2015 in order to complete Phase 2 of the Vista Verde Livable Neighborhood project. The final total amount in this Infrastructure Improvements project for 2012-2013 will be **\$0.00**.

No. BHSG-07-003 (Housing Rehabilitation): The 2012-2013 Action Plan included an allocation for the Housing Rehabilitation Project. These services are provided to homeowners who are at or below 80% of the area median income and live in the housing unit being rehabilitated. An amount of \$245,000 was allocated to this project. A portion of the funds remain unobligated and unspent to date. This amendment will reduce the allocated amount and re-allocated \$32,071.22 to the Housing Rehabilitation project in program year 2013-2014. The total allocation remaining for 2012-2013 Housing Rehabilitation project will be **\$212,928.78**.

No. BPSV-07-004 (Public Services): The 2012-2013 Action Plan included an allocation for the provision of Public Services in the amount of \$141,588.00 which is 15% of the overall CDBG allocation for that year. A portion of the funds remain unobligated and unspent to date. This amendment will reduce the allocated amount and re-allocated \$62.64 to the Housing

Rehabilitation project in program year 2014-2015. The total allocation remaining for 2012-2013 Public Services project will be **\$141,525.36**.

No. BADM-07-005 (Program Administration): The 2012-2013 Action Plan included an allocation for Program Administration in the amount of \$188,785.00 which is 20% of the overall CDBG allocation for that year. A portion of the funds remain unobligated and unspent to date. This amendment will reduce the allocated amount and re-allocated \$3,113.61 to the Housing Rehabilitation project in program year 2014-2015. The total allocation remaining for 2012-2013 Program Administration project will be **\$185,671.39**.

2013-2014

Number Key

Project Code	Amendment Number (project-P.Y.-amendment #)	Program Yr	Amendment Sequence
BCRD (CDBG-Commercial Redevelopment)	BCRD-08-001	08	001
BNFR (CDBG-Infrastructure Improvements)	BNFR-08-002	08	002
BHSG (CDBG-Housing Rehabilitation)	BHSG-08-003	08	003
BPSV (CDBG-Public Services)	BPSV-08-004	08	004
BADM (CDBG- Administration)	BADM-08-005	08	005

No. BCRD-08-001 (Commercial Redevelopment): The 2013-2014 Action Plan reflected the provision of commercial redevelopment in selected low-mod census tracts in the City. This project included façade improvements for eligible for-profit businesses within the City. An amount of \$200,000.00 was allocated to this project. A portion of the funds remain unobligated to date. This amendment will reduce the allocated amount by \$171,049.51, which will be moved to the Commercial Redevelopment project in 2014-2015. This will bring the total allocation for the 2013-2014 Commercial Redevelopment project to **\$28,950.49**.

No. BNFR-08-002 (Infrastructure Improvements): The 2013-2014 Action Plan reflected the provision of \$214,638.85 for infrastructure improvements in selected low-mod census tracts in the City; known as the Livable Neighborhoods Initiative. This activity consists of improvements to drainage, water/sewer, street lights, and street re-construction. This amendment will move all the funds allocated to this project in 2013-14 to the Infrastructure Improvement project in 2014-2015 in order to complete Phase 2 of the Vista Verde Livable Neighborhood project. The final total amount in this Infrastructure Improvements project for 2013-2014 will be **\$0.00**.

No. BHSG-08-003 (Housing Rehabilitation): The 2013-2014 Action Plan included an allocation for the Housing Rehabilitation Project. These services are provided to homeowners who are at or below 80% of the area median income and live in the housing unit being rehabilitated. An amount of \$245,000 was allocated to this project. However, more housing rehab activities were

completed than originally budgeted; therefore this amendment will increase the allocated amount by \$146,429.09 from the 2010-2011 (\$33,369.97), 2011-2012 (\$80,987.90), and 2012-2013 (\$32,071.22) Housing Rehabilitation projects. The total allocation amount for 2013-2014 Housing Rehabilitation project will be **\$391,429.09**.

No. BPSV-08-004 (Public Services): The 2013-2014 Action Plan included an allocation for the provision of Public Services in the amount of \$152,224.35 which is 15% of the overall CDBG allocation for that year. A portion of the funds remain unobligated and unspent to date. This amendment will reduce the allocated amount and re-allocated \$603.23 to the Housing Rehabilitation project in program year 2014-2015. The total allocation remaining for 2013-2014 Public Services project will be **\$151,621.12**.

No. BADM-08-005 (Program Administration): The 2013-2014 Action Plan included an allocation for Program Administration in the amount of \$202,965.80 which is 20% of the overall CDBG allocation for that year. A portion of the funds remain unobligated and unspent to date. This amendment will reduce the allocated amount and re-allocated \$3,166.59 to the Housing Rehabilitation project in program year 2014-2015. The total allocation remaining for 2013-2014 Program Administration project will be **\$199,799.21**.

2014-2015

Number Key

Project Code	Amendment Number (project-P.Y.-amendment #)	Program Yr	Amendment Sequence
BCRD (CDBG-Commercial Redevelopment)	BCRD-09-001	09	001
BNFR (CDBG-Infrastructure Improvements)	BNFR-09-002	09	002
BHSG (CDBG-Housing Rehabilitation)	BHSG-09-003	09	003

No. BCRD-09-001 (Commercial Redevelopment): The 2014-2015 Action Plan did not allocate funds to the Commercial Redevelopment project. Therefore this amendment will allocate \$180,350.90 from program years 2012-2013 (\$9,301.39) and 2013-2014 (\$171,049.51) Commercial Redevelopment projects. This will bring the total allocation for the 2014-2015 Commercial Redevelopment project to **\$180,350.90**.

No. BNFR-09-002 (Infrastructure Improvements): The 2014-2015 Action Plan reflected the provision of \$204,903.15 for infrastructure improvements in selected low-mod census tracts in the City; known as the Livable Neighborhoods Initiative. This amendment will increase the allocation to this project by \$542,535.92 from the 2011-2012 (\$159,345.07), 2012-2013 (\$168,552.00), and 2013-2014 (\$214,638.85) Infrastructure Improvements projects in order to complete Phase 2 of the Vista Verde Livable Neighborhood activity. The final total amount in this Infrastructure Improvements project for 2013-2014 will be **\$747,439.07**.

No. BHS-09-003 (*Housing Rehabilitation*): The 2014-2015 Action Plan included an allocation for the Housing Rehabilitation Project. These services are provided to homeowners who are at or below 80% of the area median income and live in the housing unit being rehabilitated. An amount of \$445,000 was allocated to this project. In an effort to complete its current waitlist, and due to unobligated funding from previous program years, the City is increasing the 2014-2015 allocation for Housing Rehabilitation by \$410,177.24 from the Commercial Redevelopment and Housing Rehabilitation projects from prior years. This will bring the total allocation amount for 2014-2015 Housing Rehabilitation project will be **\$855,177.24**.

Summary of Amendments 2010-2015

Project	2010-11	2011-12	2012-13	2013-14	2014-15	Totals
Admin			\$ (3,113.61)	\$ (3,166.59)		\$ (6,280.20)
Public Service		\$ (1.00)	\$ (62.64)	\$ (603.23)		\$ (666.87)
Housing Rehab	\$ (199,241.78)	\$ (80,987.90)	\$ (32,071.22)	\$ 146,429.09	\$ 410,177.24	\$ 244,305.43
Livable Neighborhoods	\$ 20,220.93	\$ (179,566.00)	\$ (168,552.00)	\$(214,638.85)	\$ 542,535.92	\$ -
Commercial Redevelopment	\$ (21,549.65)	\$ (52,324.00)	\$ (172,786.10)	\$(171,049.51)	\$ 180,350.90	\$(237,358.36)
Totals	\$(200,570.50)	\$(312,878.90)	\$(376,585.57)	\$(243,029.09)	\$1,133,064.06	\$ -



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	September 9, 2015		Item Type:	Resolution	Ordinance	Other		
			<i>(Enter X in box)</i>	X				
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading:		1st Reading		2nd Reading	
	X		Public Hearing:		Yes	No	Yes	No
			<i>(Enter X in box)</i>		X			
Funding Source:	Community Development Block Grant (CDBG) Fund		Advertising Requirement:		Yes		No	
					X			
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid #:		N/A			
	X							
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area:		Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
		X						Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communication <input type="checkbox"/>
Sponsor Name	Cameron Benson, City Manager		Department:		Community Development			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ALLOCATING FISCAL YEAR 2015-2016 COMMUNITY DEVELOPMENT BLOCK GRANT (“CDBG”) PUBLIC SERVICE FUNDS, IN THE AMOUNT OF NINE THOUSAND DOLLARS (\$9,000.00) TO CARRFOUR SUPPORTING HOUSING, INC.; AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY THAT CERTAIN SUBRECIPIENT AGREEMENT FOR THIS PURPOSE, ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Background:
Annually, the City of Miami Gardens sets aside Community Development Block Grant (CDBG) funds for the provision of public services (also referred to as social services) to Miami Gardens’ residents. U.S. HUD regulations allows for up to 15% of the City’s annual CDBG allocation to be used for public service

programs. The City's Department of Community Development makes these funds available to interested non-profit, community-based organizations applying through a formal Request for Proposal (RFP) process. For the 2015-16 fiscal year a total of \$150,096.00 (15% of annual CDBG allocation) is available in the Public Services category. This is nearly level funding from last year.

A RFP was made available on April 1, 2015. City staff held two (2) Technical Assistance (TA) Workshops on March 31, 2015 and April 9, 2015, at which approximately twenty (20) agencies were informed of the program guidelines and requirements. Additionally, a Pre-Proposal meeting was also held on April 9, 2015 where four (4) agencies attended and were given the opportunity to ask specific questions about the RFP.

Proposals were due on April 29, 2015 by 4:00 p.m. A total of twelve (12) proposals were submitted. Eight (8) high scoring agencies are being recommended to Council to receive funding for the 2015-2016 program year. They are as follows:

1. Carrfour Supporting Housing, Inc.	\$ 9,000.00
2. JPM Centre at Miami Gardens Drive, Inc.	\$ 17,600.00
3. Kristi House, Inc.	\$ 15,000.00
4. Mt. Pisgah Seventh Day Adventist Church	\$ 12,000.00
5. North Dade Youth & Family Coalition	\$ 10,500.00
6. Prosperity Social & Community Dev. Group, Inc.	\$ 10,000.00
7. Sunshine for All, Inc.	\$ 60,000.00
8. Switchboard of Miami	<u>\$ 15,996.00</u>
	\$150,096.00

Current Situation:

Below is a summary for each organization and their proposed program:

Carrfour Supportive Housing, Inc. was founded by the Greater Miami Chamber of Commerce in 1993 with a mission to confront homelessness by developing affordable housing and providing supportive services. They provide an afterschool and mentoring program for 40 formerly homeless families relocated to Del Prado Gardens, one of Carrfour's permanent supportive housing developments in Miami Gardens. Carrfour aftercare/mentoring program offers a comprehensive curriculum that includes a minimum of five core components; (1) literacy (2) physical activity and fitness (3) social skills – building (4) family involvement and (5) nutrition. Carrfour services are provided on site at the Del Prado Gardens daily from 3:30 p.m. to 7:30 p.m. and an all day activity one Saturday a month focusing on enhancing the community. The program was previously funded at \$9,000 in FY 2014-15 and to date has served as many as 42 youth. Staff is recommending continued funding at an equal level for FY 2015-16.

JPM Center at Miami Gardens Drive, Inc. is a non-profit, faith-based organization located in Miami Gardens that administers an after school program to low & moderate income youth who live in Miami Gardens. The program focuses on engaging youth during the after-school hours between 3-6 pm, Tuesday through Friday. It includes reading literacy, computer skills and athletic activities, as well as teaching self-esteem, effective communication skills, good decision making techniques, anger management, conflict resolution and technical skills; all which build strong, solid character and values, as they become adults. In addition, parents/guardians of participants receive training workshops on positive parenting styles, discipline techniques and communication styles. The City has funded the program since 2008, and for FY 2014-15 awarded JPM \$14,600 to serve twenty-five (25) youth. The

students participate in daily reading and math literacy exercises and as a result 83% of students have shown an improvement in their math skill and 91% have improved their reading skills. Staff is recommending continued funding of this program.

Kristi House Inc. is a non-profit organization that offers specialized and coordinated services for children who are victims of sexual abuse. Through the Kristi House program, clients will benefit from a healing environment for child victims of abuse and their families, regardless of income, through prevention, treatment and coordination of services with community partners. The City has previously funded this program in 2014-15 at \$12,500, which has served as many as 31 youth and their families at their North Office, located at 18841 NW 2 Avenue, over the contract period. The case coordinator provides comprehensive wrap-around services and therapist meet weekly with clients to provide mental health intervention services. As a result, 93% of cases closed successfully with families meeting the goals identified in their service plans. Seventy-five percent (75%) reported improved or stable behavioral and social function for their child. Staff is recommending continued funding of this program.

Mt. Pisgah Seventh-day Adventist Church is a faith-based, non-profit organization that provides programs that address issues facing low-income families such as food insecurity and sustainability. Located at 3340-50 NW 215th Street in Miami Gardens, Mt. Pisgah's Food Pantry has been in operation since 2005 and is open the 2nd and 4th Wednesday of every month from 2:30 p.m. – 4:30 p.m. In 2014 the Food Pantry distributed over 210,000 pounds of food to 6,320 families with over 27,180 individuals. In partnership with Feeding South Florida and Farm Share, who provide donated food and recovered produce for distribution, Mt. Pisgah is on target to serve over 6,500 households with a projected number of 27,796 persons who are at or below the poverty level in 2015. Without services provided by the food pantry to seniors, many of the seniors would likely experience hunger resulting in poor health and malnutrition. The City is currently funding this program at \$10,000 which has served 316 low-income seniors thus far this year. Staff is recommending continued funding at an increased amount of \$12,000.

North Dade Youth & Family Coalition (NDYFC) (aka Youth Violence Prevention Coalition) was established in 2006 following a wave of shooting deaths involving youth. Since its inception NDYFC has been the community catalyst for intake assessment, information and referrals to residents in need of support services living in the City of Miami Gardens. Since 2013, NDYFC has served 588 households through care coordination/wraparound services, community policing and positive youth development activities with successful results. Previously the City funded NDYFC's All 4 You Program in FY 2014-15. However this year NDYFC has proposed a new program, the NDYFC Network, which will provide wraparound care coordination services to school age youth, ages 5-18, who are identified as at-risk of frequent school absences, suspensions from school, failing academically and/or involved in violence and crime at home, school or in the community, with overall goals to improve academic performance and school attendance. NDYFC proposes to serve 50 youth throughout the program year.

Prosperity Social & Community Development Group, Inc. (PSCDG) is a non-profit organization founded in 2011 to provide literacy and job readiness skills to women and girls throughout Miami-Dade County. PSCDG proposes to implement an expanded version of their NOW (Needing Opportunities to Win) Project to the Miami Gardens community. The program will provide literacy, job training, financial literacy, career guidance, and support groups to both high school boys and girls, ages 15-21, who are dropouts, potential dropouts, unemployed, pregnant teens and re-entries from the corrections system. They will serve 60 youth from the City of Miami Gardens through their partnerships with both Norland and Miami Carol City Senior High Schools and the Departments of Juvenile Justice and Corrections. Staff

is recommending funding of this new organization and program to serve a currently unmet need in the community.

Sunshine For All, Inc. is a non-profit organization that delivers in-home meals to low & moderate income seniors and disabled persons who live in Miami Gardens. Eligible meal recipients receive one hot meal per day, five days a week, Monday through Friday. Meals are selected by a licensed and registered dietician in order to assure that they meet the recommended dietary allowances. Currently, Sunshine is serving 54 clients under the FY 2014-2015 contract in the amount of \$80,000. City staff is recommending continued funding of the program but at a reduced amount of \$60,000.

Switchboard of Miami, Inc. is a non-profit organization that provides crisis counseling and information and referral services to Miami-Dade County residents. Switchboard created the Seniors Never Alone Program (SNAP), a telephone reassurance service to individuals sixty-five (65) years of age or older, residing in Miami-Dade County, that live alone or are alone for the majority of the day. SNAP provides in-bound phone coverage 24 hours/7 days a week and out-bound case managed calls to seniors enrolled in the program. Seniors are assigned a Reassurance Specialist and, at a minimum, receive two (2) management calls per week. Because Switchboard houses the County's only comprehensive social services database, the clients have a built-in resource for additional assistance and referrals. The City is currently funding this program in the amount of \$12,877, serving a total of 66 seniors over the FY 2014-15 contract period. Staff is recommending continued support at an increased amount of \$15,996.

All clients served through these programs are Miami Gardens residents. Contract periods for service for all the above organizations will begin October 1, 2015 through September 30, 2016. Staff will monitor each organization throughout the contract period to ensure they comply with all Federal CDBG and City of Miami Gardens requirements.

A resolution is required in order to allocate CDBG Funds to the above organizations. Subsequent to Council approval of staff's recommendation, sub-recipient agreements will be executed between the City and the above referenced organizations in which the scope of services, performance deliverables, and funding distribution will be outlined.

Fiscal Impact:

The City FY 2015-16 award of CDBG grant is \$1,000,644. Fifteen (15%) percent of this allocation which is \$150,096 is available for Public Services expenses. The above allotment to the various agencies totaled to the amount that is within the budget in the Public Service category.

Proposed Action:

That the City Council approves the attached resolution.

Attachment:

- Public Services Scores & Summary Table
- Sub-recipient Agreement (FY 2015-2016)

RESOLUTION NO. 2015_____

1
2
3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
4 MIAMI GARDENS, FLORIDA, ALLOCATING FISCAL YEAR 2015-
5 2016 COMMUNITY DEVELOPMENT BLOCK GRANT (“CDBG”)
6 PUBLIC SERVICE FUNDS, IN THE AMOUNT OF NINE
7 THOUSAND DOLLARS (\$9,000.00) TO CARRFOUR
8 SUPPORTING HOUSING, INC.; AUTHORIZING THE CITY
9 MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST,
10 RESPECTIVELY THAT CERTAIN SUBRECIPIENT AGREEMENT
11 FOR THIS PURPOSE, ATTACHED HERETO AS EXHIBIT A;
12 PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK;
13 PROVIDING FOR THE ADOPTION OF REPRESENTATIONS;
14 PROVIDING FOR AN EFFECTIVE DATE.
15

16 WHEREAS, annually the City makes available Community Development Block
17 Grant (“CDBG”) funds for the provision of public services to Miami Gardens residents,
18 and

19 WHEREAS, these funds are made available to interested non-profit and
20 community based organizations applying through a formal request for a proposal
21 process, and

22 WHEREAS, this year, a total of One Hundred Fifty Thousand Ninety Six Dollars
23 (\$150,096.00), is available for non-profit organizations under the public service
24 category, and

25 WHEREAS, the City issued a RFP for the 2015-2016 year, Public Service Grant
26 on April 1, 2015, and

27 WHEREAS, a total of twelve (12) proposals were submitted, and

28 WHEREAS, eight (8) of the highest scoring agencies are being recommended to
29 the City Council to receive funding for the 2015-2016 program year, and

30 WHEREAS, Carrfour Supportive Housing, Inc. was founded by the Greater
31 Miami Chamber of Commerce with a mission to confront homelessness by developing
32 affordable housing and supportive services, and

33 WHEREAS, Carrfour Supportive Housing, Inc. will offer an afterschool and
34 mentoring program for up to forty (40) families residing in Del Prado Gardens, and

35 WHEREAS, City staff is recommending funding to Carrfour Supportive Housing,
36 Inc., in the amount of Nine Thousand Dollars (\$9,000.00), for 2015-2016 program year,

37 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
38 OF MIAMI GARDENS, FLORIDA AS FOLLOWS:

39 Section 1: ADOPTION OF REPRESENTATIONS: The foregoing Whereas
40 paragraphs are hereby ratified and confirmed as being true, and the same are hereby
41 made a specific part of this Resolution.

42 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
43 hereby allocates Fiscal Year 2015-2016 Community Development Block Grant
44 ("CDBG") Public Service Funds, in the amount of Nine Thousand Dollars (\$9,000.00) to
45 Carrfour Supportive Housing, Inc.; and authorizes the City Manager and the City Clerk
46 to execute and attest, respectively that certain Subrecipient Agreement for this purpose,
47 attached hereto as Exhibit A.

48 Section 3: INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby
49 authorized to obtain two (2) fully executed copies of the subject Agreement with one to
50 be maintained by the City, and one to be delivered to Carrfour Supportive Housing, Inc.

51 Section 4: EFFECTIVE DATE: This Resolution shall take effect immediately
52 upon its final passage.

53 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI
54 GARDENS AT ITS REGULAR MEETING HELD ON _____, 2015.

55

56
57

OLIVER GILBERT, III, MAYOR

58 **ATTEST:**

59

60

61

62 _____
RONETTA TAYLOR, MMC, CITY CLERK

63

64

65 PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

66

67

68 SPONSORED BY: CAMERON D.BENSON, CITY MANAGER

69

70 Moved by: _____

71

72 **VOTE:** _____

73

74 Mayor Oliver Gilbert, III _____ (Yes) _____ (No)

75 Vice Mayor Felicia Robinson _____ (Yes) _____ (No)

76 Councilwoman Lillie Q. Odom _____ (Yes) _____ (No)

77 Councilman David Williams Jr _____ (Yes) _____ (No)

78 Councilwoman Lisa C. Davis _____ (Yes) _____ (No)

79 Councilman Rodney Harris _____ (Yes) _____ (No)

80 Councilman Erhabor Ighodaro, Ph.D. _____ (Yes) _____ (No)

81

**CITY OF MIAMI GARDENS, FLORIDA
COMMUNITY DEVELOPMENT BLOCK GRANT
PUBLIC SERVICES PROGRAM AGREEMENT**

THIS AGREEMENT (hereinafter the "Agreement") is entered into this 1st day of **October, 2015**, between the City of Miami Gardens, a municipal corporation of the State of Florida (hereinafter referred to as the "CITY") and _____, **Inc.**, a Florida not for profit corporation (hereinafter referred to as the "SUBRECIPIENT").

FUNDING SOURCE: Community Development Block Grant Funds
AMOUNT: _____
TERM OF THE AGREEMENT: October 1, 2015 through September 30, 2016
IDIS NUMBER: (to be completed by the City): _____

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

ARTICLE I

EXHIBITS AND DEFINITIONS

1.1 **EXHIBITS.** Attached hereto and forming a part of this Agreement are the following Exhibits:

- | | |
|-----------|---|
| Exhibit A | Corporate Resolution Authorizing Execution of this Agreement. |
| Exhibit B | Work Program |
| Exhibit C | Compensation and Budget Summary |
| Exhibit D | Certification Regarding Lobbying Form |
| Exhibit E | Certification Regarding Debarment, Suspension and other Responsibility Matters (Primary Covered Transactions Form). |
| Exhibit F | Crime Entity Affidavit |

1.2 DEFINED TERMS. As used herein the following terms shall mean:

Act or 24 CFR 570

Title I of the Housing and Community Development Act of 1974, as amended.

Agreement Records:

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

CDBG Program:

Community Development Block Grant Program.

CDBG Requirements:

The requirements contained in 24 CFR Part 570, Rule 9I of the Florida Administrative Code and as established by the City of Miami Gardens, Florida.

Department:

The City of Miami Gardens Department of Community Development.

Federal Award:

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

Low-and-Moderate

A member of a low- or moderate-income family

Income Person:

whose income is within specific income levels set forth by U.S. HUD.

U.S. HUD or HUD:

The United States Department of Housing and Urban Development.

ARTICLE II

BASIC REQUIREMENTS

The following documents must be approved by the CITY and must be on file with the Department prior to the CITY'S execution of this Agreement:

- 2.1 The Work Program submitted by the SUBRECIPIENT to the CITY which shall become attached hereto as Exhibit B to this Agreement and shall include the following:
 - 2.1.1 The description section shall detail the activities to be carried out by the SUBRECIPIENT. It should specifically describe the activities to be carried out as a result of the expenditure of CDBG Funds. Where appropriate it should list measurable objectives, define the who, what, where and when of the project, and in general detail how these activities will ensure that the intended beneficiaries will be served.
 - 2.1.2 The schedule of activities and measurable objectives plays an essential role in the grant management system. The schedule should provide projected milestones and deadlines for the accomplishment of tasks in carrying out the Work Program. These projected milestones and deadlines are a basis for measuring actual progress during the term of this Agreement. These items shall be in sufficient detail to provide a sound basis for the CITY to effectively monitor performance by the SUBRECIPIENT under this Agreement.
- 2.2 The Budget Summary attached hereto as Exhibit C, which shall include: completion of the SUBRECIPIENT'S Itemized Budget, Cost Allocation, Budget Narrative, Staff Salaries Schedule and a copy of all subcontracts.
- 2.3 A list of the SUBRECIPIENT'S present officers and members of the Board (names, addresses and telephone numbers).
- 2.4 A list of key staff persons (with their titles) who will carry out the Work Program.
- 2.5 Completion of an Authorized Representative Statement.
- 2.6 Completion of a Statement of Accounting System.
- 2.7 A copy of the SUBRECIPIENT'S corporate personnel policies and procedures.
- 2.8 Job description and resumes for all positions funded in whole or in part under this Agreement.
- 2.9 A letter accepting the Office of Management and Budget ("OMB") Circular No.A-87 "Principles for Determining Costs Applicable to Grants and Agreements with State, Local and Federally recognized Indian Tribal Governments;" OMB Circular No. A-110,

Attachments “A” (Cash Depositories), “B” (Bonding and Insurance), “C” (Retention and Custodial Requirements for Records), “F” (Standards for Financial Management Systems), “H” (Monitoring and Reporting Progress Performance), “N” (Property Management Standards), and “O” (Procurement Standards); OMB Circular Nos. A-122 and A-21: “Cost Principles for Non-Profit Organizations and Cost Principles for Educational Institutions,” as modified by 24 CFR Section 570.502(a)(b); “Applicability of Uniform Administrative Requirements” of the CDBG Program Regulations Final Rule and Lead Based Paint Regulations 24 CFR Part 35.

- 2.10 Copy of the SUBRECIPIENT’S last federal income tax return (IRS Form 990).
- 2.11 The following corporate documents:
 - (i) Bylaws, resolutions, and incumbency certificates for the SUBRECIPIENT, certified by the SUBRECIPIENT’S Corporate Secretary, authorizing the consummation of the transactions contemplated hereby, all in a form satisfactory to the CITY.
- 2.12 ADA Certification.
- 2.13 Drug Free Certification.
- 2.14 All other documents reasonably required by the CITY.

ARTICLE III

TERMS AND PROCEDURES

3.1 CITY AUTHORIZATION:

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

3.2 EFFECTIVE DATE AND TERM:

This Agreement shall begin on **October 1, 2015 and end on September 30, 2016**.

3.3 OBLIGATIONS OF SUBRECIPIENT:

The SUBRECIPIENT shall carry out the services and activities as prescribed in its Work Program, which is attached and incorporated herein and made a part of this Agreement, in a manner that is lawful, and satisfactory to the CITY, and in accordance with the written policies, procedures, and requirements as prescribed in this Agreement, and as set forth by HUD and the CITY.

3.4 LEVEL OF SERVICE:

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

ARTICLE IV

CDBG FUNDING AND DISBURSEMENT REQUIREMENTS

4.1 COMPENSATION

The amount of compensation payable by the City to the Project Sponsor shall be based on the rates, schedules and conditions described in Exhibit "C" attached hereto, which by this reference is incorporated into this Agreement."

4.2 INSURANCE:

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

4.2.1 The SUBRECIPIENT shall provide the following coverage:

- (i) Commercial General Liability in an amount not less than \$300,000.00 per occurrence, \$1,000,000.00 aggregate, protecting the CITY and the SUBRECIPIENT against liability incidental to the use of, or resulting from an accident occurring on or about, its property.
- (ii) Automobile liability for all owned vehicles and for non-owned and hired automobiles in the amount of \$300,000 combined single limit for bodily and property damage and/or split limits in the amount of \$100,000/\$300,000 for bodily injury and \$100,000 for property damage.

- (iii) Workers' compensation insurance as required by the laws of the State of Florida.
 - (iv) Sexual Abuse coverage in an amount not less than \$1,000,000.00 per occurrence (Only required for those agencies providing services to and/or working with children under the age of 18.)
- 4.2.2 All such insurance shall insure the CITY as the primary additional insured. The SUBRECIPIENT shall be required to furnish evidence of any other insurance coverage the CITY may reasonably require during the term of this Agreement. All such policies shall require the insurance carrier to give the CITY at least 30 days prior written notice of termination, cancellation, expiration or modification, and all such policies shall be written by insurance companies satisfactory to the CITY.
- 4.2.3 Crime Policy (Employee Coverage) for all persons handling funds received or disbursed under this Agreement in an amount equal to or greater than one third (1/3) the amount of the grant of funds hereunder. The CITY shall be named as Loss Payee.
- 4.2.4 Compliance with the foregoing requirements shall not relieve the SUBRECIPIENT of its liability and obligations under this section or under any other section of this Agreement.
- 4.2.5 SUBRECIPIENT shall apply and obtain any other insurance coverage that the CITY may require for the execution of the Agreement.
- 4.2.6. SUBRECIPIENT shall indemnify, defend and hold harmless the City and its officials, employees and agents (collectively referred to as "Indemnities") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by this Agreement which is caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of SUBRECIPIENT or its employees, agents or subcontractors, or (ii) the failure of the SUBRECIPIENT to comply with any of the paragraphs herein or the failure of the SUBRECIPIENT to conform to statutes, ordinances, or other regulations or requirements of any

governmental authority, federal or state, in connection with the performance of this Agreement. SUBRECIPIENT expressly agrees to indemnify and hold harmless the Indemnities, or any of them, from and against all liabilities which may be asserted by an employee or former employee of SUBRECIPIENT, or any of its subcontractors, as provided above, for which the SUBRECIPIENT'S liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws.

4.3 FINANCIAL ACCOUNTABILITY:

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

4.4 RECAPTURE OF FUNDS:

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

4.5 CONTINGENCY CLAUSE:

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

ARTICLE V

AUDIT

5.1 As a necessary part of this Agreement, the SUBRECIPIENT shall adhere to the following audit requirements:

5.1.1 If the SUBRECIPIENT expends \$750,000 or more in the fiscal year in Federal awards it shall have a single audit or program specific audit conducted for that year. The audit shall be conducted in accordance with GAGAS and OMB Circular A-133. The audit shall determine whether the financial statements are

presented fairly in all material respects in conformity with generally accepted accounting principles.

In addition to the above requirements, the auditor shall perform procedures to obtain an understanding of internal controls and perform sufficient testing to ensure compliance with the procedures. Further the auditor shall determine whether the SUBRECIPIENT has complied with laws, regulations and the provisions of this Agreement.

A reporting package shall be submitted within the earlier of 30 days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period. The reporting package will include the certified financial statements and schedule of expenditures of Federal Awards; a summary schedule of prior audit findings; the auditor's report and the corrective action plan. The auditor's report shall include:

- a) an opinion (or disclaimer of opinion) as to whether the financial statements are presented fairly in all material respects in conformity with generally accepted principles and an opinion (or disclaimer of opinion) as to whether the schedule of expenditures of Federal Awards is presented fairly in all material respects in relation to the financial statements taken as a whole.
- b) a report on internal controls related to the financial statements and major programs. This report shall describe the scope of testing of internal controls and the results of the test, and, where applicable, refer to the separate schedule of findings and questioned costs.
- c) a report on compliance with laws, regulations, and the provisions of contracts and/or this Agreement, noncompliance with which could have a material effect on the financial statements. This report shall also include an opinion (or disclaimer of opinion) as to whether the SUBRECIPIENT complied with the laws, regulations, and the provisions of contracts and this Agreement which could have a direct and material effect on the program and, where applicable, refer to the separate schedule of findings and questioned costs.
- d) a schedule of findings and questioned cost which shall include the requirements of OMB Circular A-133.

5.1.2 If the SUBRECIPIENT expends less than \$750,000 in the fiscal year in Federal awards it is exempted from Federal audit requirements for that year and consequently the audit cost is not a reimbursable expense. The City, however,

may request the SUBRECIPIENT to have a limited scope audit for monitoring purposes. These limited scope audits will be paid for and arranged by the City and address only one or more of the following types of compliance requirements: activities allowed or unallowed; allowable costs/cost principles; eligibility; matching, level of effort, earmarking; and, reporting.

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

ARTICLE VI

RECORDS AND REPORTS

6.1 The SUBRECIPIENT shall establish and maintain sufficient records to enable the CITY to determine whether the SUBRECIPIENT has met the requirements of the CDBG Program.

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

6.1.1 Records providing a full description of each activity assisted (or being assisted) with CDBG Funds, including its location (if the activity has a geographical locus), the amount of CDBG Funds budgeted, obligated and expended for the activity, and the specific provision in 24 CFR Subpart C of the CDBG Program regulations under which the activity is eligible.

6.1.2 Records demonstrating that each activity undertaken meets one of the criteria set forth in 24 CFR 570.208 of the CDBG Program regulations. Where information on income by family size is required, the SUBRECIPIENT may substitute evidence establishing that the person assisted qualified under another program having income qualification criteria at least as restrictive as that used in the definitions of “low- and moderate-income person” and “low- and moderate-income household” as set forth in 24 CFR 570.3; or, the SUBRECIPIENT may substitute a copy of a verifiable certification from the assisted person that his or her family income does not exceed the applicable income limit established in accordance with 24 CFR 570.3; or, the SUBRECIPIENT may substitute a notice that the assisted person is a referral from any governmental agency that determines persons to be “low- and moderate-income persons” based upon

HUD's criteria and agrees to maintain documentation supporting those determinations. Such records shall include the following information:

- (i) For each activity determined to benefit low- and moderate-income persons, the income limits applied and the point in time when the benefit was determined.
- (ii) For each activity determined to benefit low- and moderate-income persons based on the area served by the activity:
 - (a) The boundaries of the service area;
 - (b) The income characteristics of families and unrelated individuals in the service area; and
 - (c) If the percent of low- and moderate-income persons in the service area is less than 51 percent, data showing that the area qualifies under the exception criteria set forth in 24 CFR 570.208(a)(1)(ii);
- (iii) For each activity determined to benefit low- and moderate-income persons because the activity involves a facility or service designed for use by a limited clientele consisting exclusively or predominantly of low- and moderate-income persons:
 - (a) Documentation establishing that the facility or service is designed for and used by elderly persons, severely disabled persons, battered spouses, abused children, the homeless, illiterate persons, persons living with AIDS, or migrant farm workers, for which the regulations provide presumptive benefit to low- and moderate-income persons; or
 - (b) Documentation describing how the nature and, if applicable, the location of the facility or service establishes that it is used predominantly by low- and moderate-income persons; or
 - (c) Data showing the size and annual income of the household of each person receiving the benefit.

6.1.3 Equal Opportunity Records containing:

- (i) Data on the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funded in whole or in part with CDBG Funds. Such information shall be used only as a

basis for further investigation relating to compliance with any requirement to attain or maintain any particular statistical measure by race, ethnicity, disability or gender in covered programs.

- (ii) Documentation of actions undertaken to meet the requirements of 24 CFR 570.607(b) which implements Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701U) relative to the hiring and training of low- and moderate-income persons and the use of local businesses.

6.1.4 Financial records, in accordance with the applicable requirements listed in 24 CFR 570.502.

6.1.5 Records required to be maintained in accordance with other applicable laws and regulations set forth in Subpart K of 24 CFR.

6.2 RETENTION AND ACCESSIBILITY OF RECORDS:

6.2.1 The Department shall have the authority to review the SUBRECIPIENT'S records, including Project and programmatic records and books of account, for a period of three (3) years from the expiration/termination of this Agreement (the "Retention Period"). All books of account and supporting documentation shall be kept by the SUBRECIPIENT at least until the expiration of the Retention Period. The SUBRECIPIENT shall maintain records sufficient to meet the requirements of 24 CFR 570. All records and reports required herein shall be retained and made accessible as provided thereunder. The SUBRECIPIENT further agrees to abide by Chapter 119, Florida Statutes, as the same may be amended from time to time, pertaining to public records.

The SUBRECIPIENT shall ensure that the Agreement Records shall be at all times subject to and available for full access and review, inspection and audit by the CITY, federal personnel and any other personnel duly authorized by the CITY.

6.2.2 The SUBRECIPIENT shall include in all the Department approved subcontracts used to engage subcontractors to carry out any eligible substantive project or programmatic activities, as such activities are described in this Agreement and defined by the Department, each of the record-keeping and audit requirements detailed in this Agreement. The Department shall in its sole discretion determine

when services are eligible substantive project and/or programmatic activities and subject to the audit and record-keeping requirements described in this Agreement

6.2.3 If the CITY or the SUBRECIPIENT has received or given notice of any kind indicating any threatened or pending litigation, claim or audit arising out of the activities pursuant to the project, the activities and/or the Work Program or under the terms of this Agreement, the Retention Period shall be extended until such time as the threatened or pending litigation, claim or audit is, in the sole and absolute discretion of the Department fully, completely and finally resolved.

6.2.4 The SUBRECIPIENT shall notify the Department in writing both during the pendency of this Agreement and after its expiration/termination as part of the final closeout procedure, of the address where all Agreement Records will be retained.

6.2.5 The SUBRECIPIENT shall obtain the prior written consent of the Department to the disposal of any Agreement Records within one year after the expiration of the Retention Period.

6.3 PROVISION OF RECORDS:

6.3.1 At any time upon request by the Department, the SUBRECIPIENT shall provide all Agreement Records to the Department. The requested Agreement Records shall become the property of the Department without restriction, reservation, or limitation on their use. The Department shall have unlimited rights to all books, articles, or other copyrightable materials developed in the performance of this Agreement. These rights include the right of royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use the Work Program for public purposes.

6.3.2 If the SUBRECIPIENT receives funds from, or is under regulatory control of, other governmental agencies, and those agencies issue monitoring reports, regulatory examinations, or other similar reports, the SUBRECIPIENT shall provide a copy of each such report and any follow-up communications and reports to the Department immediately upon such issuance, unless such disclosure would be prohibited by any such issuing agency.

6.4 MONITORING:

The SUBRECIPIENT shall permit the Department and other persons duly authorized by the Department to inspect all Agreement Records, facilities, goods, and activities of the SUBRECIPIENT which are in any way connected to the activities undertaken pursuant to the

terms of this Agreement, and/or interview any clients, employees, subcontractors or assignees of the SUBRECIPIENT. Following such inspection or interviews, the Department will deliver to the SUBRECIPIENT a report of its findings. The SUBRECIPIENT will rectify all deficiencies cited by the Department within the specified period of time set forth in the report or provide the Department with a reasonable justification for not correcting the same. The Department will determine in its sole and absolute discretion whether or not the SUBRECIPIENT'S justification is acceptable.

At the request of the CITY, the SUBRECIPIENT shall transmit to the CITY written statements of the SUBRECIPIENT's official policies on specified issues relating to the SUBRECIPIENT's activities. The CITY will carry out monitoring and evaluation activities, including visits and observations by CITY staff; the SUBRECIPIENT shall ensure the cooperation of its employees and its Board members in such efforts. Any inconsistent, incomplete, or inadequate information either received by the CITY or obtained through monitoring and evaluation by the CITY, shall constitute cause for the CITY to terminate this Agreement.

6.5 RELATED PARTIES:

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

ARTICLE VII

OTHER CDBG PROGRAM REQUIREMENTS

7.1 The SUBRECIPIENT shall maintain current documentation that its activities are CDBG eligible in accordance with 24 CFR Part 570.201.

7.2 The SUBRECIPIENT shall ensure and maintain documentation that conclusively demonstrates that each activity assisted in whole or in part with CDBG Funds is an activity which provides benefit to low and moderate-income persons.

7.3 The SUBRECIPIENT shall comply with all applicable provisions of 24 CFR Part 570 and shall carry out each activity in compliance with all applicable federal laws and regulations described therein.

7.4 The SUBRECIPIENT shall cooperate with the Department in informing the appropriate citizen participation structures, including the appropriate area committees, of the activities of the SUBRECIPIENT in adhering to the provisions of this Agreement. Representatives of the SUBRECIPIENT shall attend meetings of the appropriate committees and citizen participation structures upon the request of the citizen participation officers or the Department.

7.5 The SUBRECIPIENT shall, to the greatest possible, give low-and-moderate-income residents of the service area(s) opportunities for training and employment.

7.6 NON-DISCRIMINATION: The SUBRECIPIENT shall not discriminate on the basis of race, color, national origin, sex, religion, age, marital or family status or handicap in connection with the activities and/or the Work Program or its performance under this Agreement.

Furthermore, the SUBRECIPIENT agrees that no otherwise qualified individual shall, solely by reason of his/her race, sex, color, creed, national origin, age, marital status or handicap, be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

7.7 The SUBRECIPIENT shall carry out its Work Program in compliance with all federal laws and regulations, including those described in Subpart K of the CDBG Program regulations (24 CFR 570.600-612).

7.8 The SUBRECIPIENT and its subcontractors shall comply with the Davis-Bacon Act, the Lead-Based Paint Poisoning Prevention Act, and any other applicable laws, ordinances and regulations.

7.9 The SUBRECIPIENT shall abide by the Federal Labor Standards provisions of U.S. HUD Form 4010 incorporated herein as part of this Agreement.

7.10 UNIFORM ADMINISTRATIVE REQUIREMENTS. The SUBRECIPIENT shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations" and with the applicable requirements of 2 CFR Part 200 (the revised OMB Circular No. A-110).

7.11 RELIGIOUS ORGANIZATIONS/CONSTITUTIONAL PROHIBITION. If the SUBRECIPIENT is or was created by a religious organization, the SUBRECIPIENT agrees that all CDBG Funds disbursed under this Agreement shall be subject to the conditions, restrictions, and limitations of 24 CFR Part 570.200(j).

In accordance with the First Amendment of the United States Constitution, particularly regarding the relationship between church and State, as a general rule, CDBG assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities, as provided in 24 CFR Part 570.200(j). The SUBRECIPIENT shall comply with those requirements and prohibitions when entering into subcontracts.

7.12 REVERSION OF ASSETS. Upon expiration/termination of this Agreement, the SUBRECIPIENT must transfer to the CITY any CDBG Funds on hand at the time of expiration/termination and any accounts receivable attributable to the use of CDBG Funds.

7.13 ENFORCEMENT OF THIS AGREEMENT. Any violation of this Agreement that remains uncured thirty (30) days after the SUBRECIPIENT'S receipt of notice from the CITY (by certified or registered mail) of such violation may, at the option of the CITY, be addressed by an action for damages or equitable relief, or any other remedy provided at law or in equity. In addition to the remedies of the CITY set forth herein, if the SUBRECIPIENT materially fails to comply with the terms of this Agreement, the CITY may suspend or terminate this Agreement in accordance with 2 CFR Part 200.339, as set forth more fully below in Article IX of this Agreement.

7.14 The SUBRECIPIENT shall not assume the CITY's environmental responsibilities described at 24 CFR 570.604 of the CDBG Program regulations nor the CITY's responsibility for initiating the review process under Executive Order 12372.

ARTICLE VIII

PROGRAM INCOME

8.1 Program income means gross income received by the SUBRECIPIENT which has been directly generated from the use of the CDBG Funds. When such income is generated by an activity that is only partially assisted with the CDBG Funds, the income shall be prorated to reflect the percentage of CDBG Funds used. Program income generated by CDBG funded activities shall be used only to undertake those activities specifically approved by the CITY on and for the Work Program. All provisions of this Agreement shall apply to such activities. Any program income on hand when this Agreement expires/terminates or received after such expiration/termination shall be paid to the CITY, as required by 24 CFR 570.503(b)(7) of the CDBG Program regulations.

The SUBRECIPIENT shall submit to the CITY monthly a Program Income Report and a Work Program Status Report. The Program Income Report shall identify CDBG activities in which income was derived and how income has been utilized.

8.2 REPAYMENTS. Any interest or other return on the investment of the CDBG Funds shall be remitted to the CITY on a monthly basis. Any CDBG Funds funded to the SUBRECIPIENT that do not meet the eligibility requirements, as applicable, must be repaid to the CITY.

ARTICLE IX

REMEDIES, SUSPENSION, TERMINATION

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

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

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

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

9.2 SUSPENSION:

- 9.2.1 The Department may, for reasonable cause temporarily suspend the SUBRECIPIENT'S operations and authority to obligate funds under this Agreement or withhold payments to the SUBRECIPIENT pending necessary corrective action by the SUBRECIPIENT, or both. Reasonable cause shall be

determined by the Department in its sole and absolute discretion, and may include:

- (i) Ineffective or improper use of the CDBG Funds by the SUBRECIPIENT;
- (ii) Failure by the SUBRECIPIENT to materially comply with any term or provision of this Agreement;
- (iii) Failure by the SUBRECIPIENT to submit any documents required by this Agreement; or
- (iv) The SUBRECIPIENT'S submittal of incorrect or incomplete documents.

9.2.2 The Department may at any time suspend the SUBRECIPIENT'S authority to obligate funds, withhold payments, or both.

9.2.3 The actions described in paragraphs 9.2.1 and 9.2.2 above may be applied to all or any part of the activities funded by this Agreement.

9.2.4 The Department will notify the SUBRECIPIENT in writing of any action taken pursuant to this Article, by certified mail, return receipt requested, or by in person delivery with proof of delivery. The notification will include the reason(s) for such action, any conditions relating to the action taken, and the necessary corrective action(s).

9.3 TERMINATION:

9.3.1 Termination Because of Lack of Funds.

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

9.3.2 Termination for Breach.

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

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

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

ARTICLE X

MISCELLANEOUS PROVISIONS

10.1 **INDEMNIFICATION.** The SUBRECIPIENT shall pay and save the CITY harmless from and against any and all claims, liabilities, losses, and causes of action which may arise out of the SUBRECIPIENT'S activities related to the Work Program or otherwise under this Agreement, including all acts or omissions to act on the part of the SUBRECIPIENT and/or any persons acting for or on its behalf, and from and against any relevant orders, judgments, or decrees which may be entered against the CITY, and from and against all costs, attorney's fees, expenses, and liabilities incurred by the CITY in the defense or investigation of any such claims or other matters.

10.2 **AMENDMENTS.** No amendments to this Agreement shall be binding unless in writing and signed by both parties hereto. Budget modifications shall be approved by the Department in writing.

10.3 **OWNERSHIP OF DOCUMENTS.** All documents developed by the SUBRECIPIENT under this Agreement shall be delivered to the CITY upon completion of the activities required pursuant to this Agreement and shall become the property of the CITY, without restriction or limitation on their use if requested by the City. The SUBRECIPIENT agrees that all documents

maintained and generated pursuant to this Agreement shall be subject to all provisions of the Public Records Law, Chapter 119, Florida Statutes.

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

10.4 AWARD OF AGREEMENT. The SUBRECIPIENT warrants that it has not employed or retained any person employed by the CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person employed by the CITY any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of this Agreement.

10.5 NON-DELEGABILITY. The obligations undertaken by the SUBRECIPIENT pursuant to this Agreement shall not be delegated or assigned to any other person or firm, in whole or in part, without the CITY'S prior written consent which may be granted or withheld in the CITY'S sole discretion.

10.6 CONSTRUCTION OF AGREEMENT. This Agreement shall be construed and enforced according to the laws of the State of Florida.

10.7 CONFLICT OF INTEREST.

10.7.1 The SUBRECIPIENT covenants that no person under its employ who presently exercises any functions or responsibilities in connection with CDBG Program funded activities has any personal financial interest, direct or indirect, in this Agreement. The SUBRECIPIENT further covenants that, in the performance of this Agreement, no person having such a conflicting interest shall be employed. Any such interest on the part of the SUBRECIPIENT or its employees must be disclosed in writing to the CITY.

10.7.2 The SUBRECIPIENT is aware of the conflict of interest laws of the City of Miami Gardens (Dade County Code Section 2-11-1) and the State of Florida (Chapter 112, Florida Statutes), and agrees that it shall comply in all respects with the terms of the same.

10.7.3 Procurement. The SUBRECIPIENT shall comply with the standards contained within OMB Circular No. A-110.

10.7.4 In all other cases, the SUBRECIPIENT shall comply with the standards contained within 24 CFR 570.611

10.8 NO OBLIGATION TO RENEW. Upon expiration of the term of this Agreement, the SUBRECIPIENT agrees and understands that the CITY has no obligation to renew this Agreement.

10.9 ENTIRE AGREEMENT:

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

10.10 GENERAL CONDITIONS.

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

CITY OF MIAMI GARDENS

Laurin Yoder
Department of Community Development
18605 N.W. 27th Avenue
Miami Gardens, Florida 33056

SUBRECIPIENT

10.10.2 Title and paragraph headings are for convenient reference and are not a part of this Agreement.

10.10.3 In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall control.

10.10.4 No waiver of breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

10.10.5 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid,

illegal or otherwise unenforceable under the laws of the State of Florida or the City of Miami Gardens, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severed, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

10.11 INDEPENDENT CONTRACTOR. THE SUBRECIPIENT and its employees and agents shall be deemed to be independent contractors and not agents or employees of the CITY, and shall not attain any rights or benefits under the Civil Service or Pension Ordinances of the CITY or any rights generally afforded classified or unclassified employees; further, they shall not be deemed entitled to the Florida Worker's Compensation benefits as employees of the CITY.

10.12 SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the parties hereto, and their respective heirs, executors, legal representatives, successors, and assigns.

10.13 SUBRECIPIENT CERTIFICATION. The SUBRECIPIENT certifies that it possesses the legal authority to enter into this Agreement pursuant to authority that has been duly adopted or passed as an official act of the SUBRECIPIENT'S governing body, authorizing the execution of the Agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the SUBRECIPIENT to act in connection with this Agreement and to provide such information as may be required.

10.14 COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAWS. To the extent required by law, the SUBRECIPIENT shall comply with the public records laws in accordance with Chapter 119, Florida Statutes. Specifically, the SUBRECIPIENT agrees to comply with Section 119.0701, Florida Statutes. Public records shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency, as defined in Section 119.011, Florida Statutes, as amended. The City shall make the sole determination of which records, if any, are exempt from inspection.

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

SUBRECIPIENT

a Florida not-for-profit corporation

ATTEST:

Corporate Secretary

Date

By: _____

Name:

Date

Title:

SEAL

CITY OF MIAMI GARDENS, a municipal Corporation of the State of Florida

ATTEST:

Ronetta Taylor, MMC
City Clerk

Date

By: _____

Cameron D. Benson
City Manager

Date

APPROVED AS TO
INSURANCE REQUIREMENTS:

APPROVED FOR LEGAL
SUFFICIENCY:

Melissa Negrón, Director
Human Resources/Risk Management

Date

Sonja K. Dickens
City Attorney

Date



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	September 9, 2015		Item Type: <small>(Enter X in box)</small>	Resolution	Ordinance		Other	
				X				
Fiscal Impact: <small>(Enter X in box)</small>	Yes	No	Ordinance Reading: <small>(Enter X in box)</small>	1st Reading		2nd Reading		
	X			Public Hearing: <small>(Enter X in box)</small>	Yes	No	Yes	No
			X					
Funding Source:	Community Development Block Grant (CDBG) Fund		Advertising Requirement: <small>(Enter X in box)</small>	Yes		No		
				X				
Contract/P.O. Required: <small>(Enter X in box)</small>	Yes	No	RFP/RFQ/Bid #:	N/A				
	X							
Strategic Plan Related <small>(Enter X in box)</small>	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: <small>(list the specific objective/strategy this item will address)</small>				
		X						Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communication <input type="checkbox"/>
Sponsor Name	Cameron Benson, City Manager		Department:	Community Development				

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ALLOCATING FISCAL YEAR 2015-2016 COMMUNITY DEVELOPMENT BLOCK GRANT (“CDBG”) PUBLIC SERVICE FUNDS, IN THE AMOUNT OF SEVENTEEN THOUSAND SIX HUNDRED DOLLARS (\$17,600.00) TO JPM CENTRE AT MIAMI GARDENS DRIVE, INC.; AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY THAT CERTAIN SUBRECIPIENT AGREEMENT FOR THIS PURPOSE, ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Background:
Annually, the City of Miami Gardens sets aside Community Development Block Grant (CDBG) funds for the provision of public services (also referred to as social services) to Miami Gardens’ residents. U.S. HUD regulations allows for up to 15% of the City’s annual CDBG allocation to be used for public service

programs. The City's Department of Community Development makes these funds available to interested non-profit, community-based organizations applying through a formal Request for Proposal (RFP) process. For the 2015-16 fiscal year a total of \$150,096.00 (15% of annual CDBG allocation) is available in the Public Services category. This is nearly level funding from last year.

A RFP was made available on April 1, 2015. City staff held two (2) Technical Assistance (TA) Workshops on March 31, 2015 and April 9, 2015, at which approximately twenty (20) agencies were informed of the program guidelines and requirements. Additionally, a Pre-Proposal meeting was also held on April 9, 2015 where four (4) agencies attended and were given the opportunity to ask specific questions about the RFP.

Proposals were due on April 29, 2015 by 4:00 p.m. A total of twelve (12) proposals were submitted. Eight (8) high scoring agencies are being recommended to Council to receive funding for the 2015-2016 program year. They are as follows:

1. Carrfour Supporting Housing, Inc.	\$ 9,000.00
2. JPM Centre at Miami Gardens Drive, Inc.	\$ 17,600.00
3. Kristi House, Inc.	\$ 15,000.00
4. Mt. Pisgah Seventh Day Adventist Church	\$ 12,000.00
5. North Dade Youth & Family Coalition	\$ 10,500.00
6. Prosperity Social & Community Dev. Group, Inc.	\$ 10,000.00
7. Sunshine for All, Inc.	\$ 60,000.00
8. Switchboard of Miami	<u>\$ 15,996.00</u>
	\$150,096.00

Current Situation:

Below is a summary for each organization and their proposed program:

Carrfour Supportive Housing, Inc. was founded by the Greater Miami Chamber of Commerce in 1993 with a mission to confront homelessness by developing affordable housing and providing supportive services. They provide an afterschool and mentoring program for 40 formerly homeless families relocated to Del Prado Gardens, one of Carrfour's permanent supportive housing developments in Miami Gardens. Carrfour aftercare/mentoring program offers a comprehensive curriculum that includes a minimum of five core components; (1) literacy (2) physical activity and fitness (3) social skills – building (4) family involvement and (5) nutrition. Carrfour services are provided on site at the Del Prado Gardens daily from 3:30 p.m. to 7:30 p.m. and an all day activity one Saturday a month focusing on enhancing the community. The program was previously funded at \$9,000 in FY 2014-15 and to date has served as many as 42 youth. Staff is recommending continued funding at an equal level for FY 2015-16.

JPM Center at Miami Gardens Drive, Inc. is a non-profit, faith-based organization located in Miami Gardens that administers an after school program to low & moderate income youth who live in Miami Gardens. The program focuses on engaging youth during the after-school hours between 3-6 pm, Tuesday through Friday. It includes reading literacy, computer skills and athletic activities, as well as teaching self-esteem, effective communication skills, good decision making techniques, anger management, conflict resolution and technical skills; all which build strong, solid character and values, as they become adults. In addition, parents/guardians of participants receive training workshops on positive parenting styles, discipline techniques and communication styles. The City has funded the program since 2008, and for FY 2014-15 awarded JPM \$14,600 to serve twenty-five (25) youth. The

students participate in daily reading and math literacy exercises and as a result 83% of students have shown an improvement in their math skill and 91% have improved their reading skills. Staff is recommending continued funding of this program.

Kristi House Inc. is a non-profit organization that offers specialized and coordinated services for children who are victims of sexual abuse. Through the Kristi House program, clients will benefit from a healing environment for child victims of abuse and their families, regardless of income, through prevention, treatment and coordination of services with community partners. The City has previously funded this program in 2014-15 at \$12,500, which has served as many as 31 youth and their families at their North Office, located at 18841 NW 2 Avenue, over the contract period. The case coordinator provides comprehensive wrap-around services and therapist meet weekly with clients to provide mental health intervention services. As a result, 93% of cases closed successfully with families meeting the goals identified in their service plans. Seventy-five percent (75%) reported improved or stable behavioral and social function for their child. Staff is recommending continued funding of this program.

Mt. Pisgah Seventh-day Adventist Church is a faith-based, non-profit organization that provides programs that address issues facing low-income families such as food insecurity and sustainability. Located at 3340-50 NW 215th Street in Miami Gardens, Mt. Pisgah's Food Pantry has been in operation since 2005 and is open the 2nd and 4th Wednesday of every month from 2:30 p.m. – 4:30 p.m. In 2014 the Food Pantry distributed over 210,000 pounds of food to 6,320 families with over 27,180 individuals. In partnership with Feeding South Florida and Farm Share, who provide donated food and recovered produce for distribution, Mt. Pisgah is on target to serve over 6,500 households with a projected number of 27,796 persons who are at or below the poverty level in 2015. Without services provided by the food pantry to seniors, many of the seniors would likely experience hunger resulting in poor health and malnutrition. The City is currently funding this program at \$10,000 which has served 316 low-income seniors thus far this year. Staff is recommending continued funding at an increased amount of \$12,000.

North Dade Youth & Family Coalition (NDYFC) (aka Youth Violence Prevention Coalition) was established in 2006 following a wave of shooting deaths involving youth. Since its inception NDYFC has been the community catalyst for intake assessment, information and referrals to residents in need of support services living in the City of Miami Gardens. Since 2013, NDYFC has served 588 households through care coordination/wraparound services, community policing and positive youth development activities with successful results. Previously the City funded NDYFC's All 4 You Program in FY 2014-15. However this year NDYFC has proposed a new program, the NDYFC Network, which will provide wraparound care coordination services to school age youth, ages 5-18, who are identified as at-risk of frequent school absences, suspensions from school, failing academically and/or involved in violence and crime at home, school or in the community, with overall goals to improve academic performance and school attendance. NDYFC proposes to serve 50 youth throughout the program year.

Prosperity Social & Community Development Group, Inc. (PSCDG) is a non-profit organization founded in 2011 to provide literacy and job readiness skills to women and girls throughout Miami-Dade County. PSCDG proposes to implement an expanded version of their NOW (Needing Opportunities to Win) Project to the Miami Gardens community. The program will provide literacy, job training, financial literacy, career guidance, and support groups to both high school boys and girls, ages 15-21, who are dropouts, potential dropouts, unemployed, pregnant teens and re-entries from the corrections system. They will serve 60 youth from the City of Miami Gardens through their partnerships with both Norland and Miami Carol City Senior High Schools and the Departments of Juvenile Justice and Corrections. Staff

is recommending funding of this new organization and program to serve a currently unmet need in the community.

Sunshine For All, Inc. is a non-profit organization that delivers in-home meals to low & moderate income seniors and disabled persons who live in Miami Gardens. Eligible meal recipients receive one hot meal per day, five days a week, Monday through Friday. Meals are selected by a licensed and registered dietician in order to assure that they meet the recommended dietary allowances. Currently, Sunshine is serving 54 clients under the FY 2014-2015 contract in the amount of \$80,000. City staff is recommending continued funding of the program but at a reduced amount of \$60,000.

Switchboard of Miami, Inc. is a non-profit organization that provides crisis counseling and information and referral services to Miami-Dade County residents. Switchboard created the Seniors Never Alone Program (SNAP), a telephone reassurance service to individuals sixty-five (65) years of age or older, residing in Miami-Dade County, that live alone or are alone for the majority of the day. SNAP provides in-bound phone coverage 24 hours/7 days a week and out-bound case managed calls to seniors enrolled in the program. Seniors are assigned a Reassurance Specialist and, at a minimum, receive two (2) management calls per week. Because Switchboard houses the County's only comprehensive social services database, the clients have a built-in resource for additional assistance and referrals. The City is currently funding this program in the amount of \$12,877, serving a total of 66 seniors over the FY 2014-15 contract period. Staff is recommending continued support at an increased amount of \$15,996.

All clients served through these programs are Miami Gardens residents. Contract periods for service for all the above organizations will begin October 1, 2015 through September 30, 2016. Staff will monitor each organization throughout the contract period to ensure they comply with all Federal CDBG and City of Miami Gardens requirements.

A resolution is required in order to allocate CDBG Funds to the above organizations. Subsequent to Council approval of staff's recommendation, sub-recipient agreements will be executed between the City and the above referenced organizations in which the scope of services, performance deliverables, and funding distribution will be outlined.

Fiscal Impact:

The City FY 2015-16 award of CDBG grant is \$1,000,644. Fifteen (15%) percent of this allocation which is \$150,096 is available for Public Services expenses. The above allotment to the various agencies totaled to the amount that is within the budget in the Public Service category.

Proposed Action:

That the City Council approves the attached resolution.

Attachment:

- Public Services Scores & Summary Table
- Sub-recipient Agreement (FY 2015-2016)

RESOLUTION NO. 2015_____

1
2
3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
4 MIAMI GARDENS, FLORIDA, ALLOCATING FISCAL YEAR 2015-
5 2016 COMMUNITY DEVELOPMENT BLOCK GRANT (“CDBG”)
6 PUBLIC SERVICE FUNDS, IN THE AMOUNT OF SEVENTEEN
7 THOUSAND SIX HUNDRED DOLLARS (\$17,600.00) TO JPM
8 CENTRE AT MIAMI GARDENS DRIVE, INC.; AUTHORIZING THE
9 CITY MANAGER AND THE CITY CLERK TO EXECUTE AND
10 ATTEST, RESPECTIVELY THAT CERTAIN SUBRECIPIENT
11 AGREEMENT FOR THIS PURPOSE, ATTACHED HERETO AS
12 EXHIBIT A; PROVIDING FOR INSTRUCTIONS TO THE CITY
13 CLERK; PROVIDING FOR THE ADOPTION OF
14 REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.
15

16 WHEREAS, annually the City makes available Community Development Block
17 Grant (“CDBG”) funds for the provision of public services to Miami Gardens residents,
18 and

19 WHEREAS, these funds are made available to interested non-profit and
20 community based organizations applying through a formal request for a proposal
21 process, and

22 WHEREAS, this year, a total of One Hundred Fifty Thousand Ninety Six Dollars
23 (\$150,096.00), is available for non-profit organizations under the public service
24 category, and

25 WHEREAS, the City issued a RFP for the 2015-2016 year, Public Service Grant
26 on April 1, 2015, and

27 WHEREAS, a total of twelve (12) proposals were submitted, and

28 WHEREAS, eight (8) of the highest scoring agencies are being recommended to
29 the City Council to receive funding for the 2015-2016 program year, and

30 WHEREAS, JPM Center at Miami Gardens Drive, Inc. is a non-profit, faith-based
31 organization located in Miami Gardens that administers an after school program to low
32 and moderate income youth who reside in the City, and

33 WHEREAS, City staff is recommending funding to JPM Center at Miami Gardens
34 Drive, Inc., in the amount of Seventeen Thousand Six Hundred Dollars (\$17,600.00), for
35 the 2015-2016 program year, and

36 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
37 OF MIAMI GARDENS, FLORIDA AS FOLLOWS:

38 Section 1: ADOPTION OF REPRESENTATIONS: The foregoing Whereas
39 paragraphs are hereby ratified and confirmed as being true, and the same are hereby
40 made a specific part of this Resolution.

41 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
42 hereby allocates Fiscal Year 2015-2016 Community Development Block Grant
43 ("CDBG") Public Service Funds, in the amount of Seventeen Thousand Six Hundred
44 Dollars (\$17,600.00) to JPM Centre at Miami Gardens Drive, Inc.; and authorizes the
45 City Manager and the City Clerk to execute and attest, respectively that certain
46 Subrecipient Agreement for this purpose, attached hereto as Exhibit "A".

47 Section 3: INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby
48 authorized to obtain two (2) fully executed copies of the subject Agreement with one to
49 be maintained by the City, and one to be delivered to JPM Center at Miami Gardens
50 Drive, Inc.

51 Section 4: EFFECTIVE DATE: This Resolution shall take effect immediately
52 upon its final passage.

53 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI
54 GARDENS AT ITS REGULAR MEETING HELD ON _____, 2015.

55

56
57

OLIVER GILBERT, III, MAYOR

58 **ATTEST:**

59

60

61

62 _____
RONETTA TAYLOR, MMC, CITY CLERK

63

64

65 PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

66

67

68 SPONSORED BY: CAMERON D.BENSON, CITY MANAGER

69

70 Moved by: _____

71

72 **VOTE:** _____

73

74 Mayor Oliver Gilbert, III _____ (Yes) _____ (No)

75 Vice Mayor Felicia Robinson _____ (Yes) _____ (No)

76 Councilwoman Lillie Q. Odom _____ (Yes) _____ (No)

77 Councilman David Williams Jr _____ (Yes) _____ (No)

78 Councilwoman Lisa C. Davis _____ (Yes) _____ (No)

79 Councilman Rodney Harris _____ (Yes) _____ (No)

80 Councilman Erhabor Ighodaro, Ph.D. _____ (Yes) _____ (No)

81

**CITY OF MIAMI GARDENS, FLORIDA
COMMUNITY DEVELOPMENT BLOCK GRANT
PUBLIC SERVICES PROGRAM AGREEMENT**

THIS AGREEMENT (hereinafter the “Agreement”) is entered into this 1st day of **October, 2015**, between the City of Miami Gardens, a municipal corporation of the State of Florida (hereinafter referred to as the “CITY”) and _____, **Inc.**, a Florida not for profit corporation (hereinafter referred to as the “SUBRECIPIENT”).

FUNDING SOURCE: Community Development Block Grant Funds

AMOUNT: _____

TERM OF THE AGREEMENT: October 1, 2015 through September 30, 2016

IDIS NUMBER: (to be completed by the City): _____

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

ARTICLE I

EXHIBITS AND DEFINITIONS

1.1 **EXHIBITS.** Attached hereto and forming a part of this Agreement are the following Exhibits:

- | | |
|-----------|---|
| Exhibit A | Corporate Resolution Authorizing Execution of this Agreement. |
| Exhibit B | Work Program |
| Exhibit C | Compensation and Budget Summary |
| Exhibit D | Certification Regarding Lobbying Form |
| Exhibit E | Certification Regarding Debarment, Suspension and other Responsibility Matters (Primary Covered Transactions Form). |
| Exhibit F | Crime Entity Affidavit |

1.2 DEFINED TERMS. As used herein the following terms shall mean:

Act or 24 CFR 570

Title I of the Housing and Community Development Act of 1974, as amended.

Agreement Records:

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

CDBG Program:

Community Development Block Grant Program.

CDBG Requirements:

The requirements contained in 24 CFR Part 570, Rule 9I of the Florida Administrative Code and as established by the City of Miami Gardens, Florida.

Department:

The City of Miami Gardens Department of Community Development.

Federal Award:

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

Low-and-Moderate

A member of a low- or moderate-income family

Income Person:

whose income is within specific income levels set forth by U.S. HUD.

U.S. HUD or HUD:

The United States Department of Housing and Urban Development.

ARTICLE II
BASIC REQUIREMENTS

The following documents must be approved by the CITY and must be on file with the Department prior to the CITY'S execution of this Agreement:

- 2.1 The Work Program submitted by the SUBRECIPIENT to the CITY which shall become attached hereto as Exhibit B to this Agreement and shall include the following:
 - 2.1.1 The description section shall detail the activities to be carried out by the SUBRECIPIENT. It should specifically describe the activities to be carried out as a result of the expenditure of CDBG Funds. Where appropriate it should list measurable objectives, define the who, what, where and when of the project, and in general detail how these activities will ensure that the intended beneficiaries will be served.
 - 2.1.2 The schedule of activities and measurable objectives plays an essential role in the grant management system. The schedule should provide projected milestones and deadlines for the accomplishment of tasks in carrying out the Work Program. These projected milestones and deadlines are a basis for measuring actual progress during the term of this Agreement. These items shall be in sufficient detail to provide a sound basis for the CITY to effectively monitor performance by the SUBRECIPIENT under this Agreement.
- 2.2 The Budget Summary attached hereto as Exhibit C, which shall include: completion of the SUBRECIPIENT'S Itemized Budget, Cost Allocation, Budget Narrative, Staff Salaries Schedule and a copy of all subcontracts.
- 2.3 A list of the SUBRECIPIENT'S present officers and members of the Board (names, addresses and telephone numbers).
- 2.4 A list of key staff persons (with their titles) who will carry out the Work Program.
- 2.5 Completion of an Authorized Representative Statement.
- 2.6 Completion of a Statement of Accounting System.
- 2.7 A copy of the SUBRECIPIENT'S corporate personnel policies and procedures.
- 2.8 Job description and resumes for all positions funded in whole or in part under this Agreement.
- 2.9 A letter accepting the Office of Management and Budget ("OMB") Circular No.A-87 "Principles for Determining Costs Applicable to Grants and Agreements with State, Local and Federally recognized Indian Tribal Governments;" OMB Circular No. A-110,

Attachments “A” (Cash Depositories), “B” (Bonding and Insurance), “C” (Retention and Custodial Requirements for Records), “F” (Standards for Financial Management Systems), “H” (Monitoring and Reporting Progress Performance), “N” (Property Management Standards), and “O” (Procurement Standards); OMB Circular Nos. A-122 and A-21: “Cost Principles for Non-Profit Organizations and Cost Principles for Educational Institutions,” as modified by 24 CFR Section 570.502(a)(b); “Applicability of Uniform Administrative Requirements” of the CDBG Program Regulations Final Rule and Lead Based Paint Regulations 24 CFR Part 35.

- 2.10 Copy of the SUBRECIPIENT’S last federal income tax return (IRS Form 990).
- 2.11 The following corporate documents:
 - (i) Bylaws, resolutions, and incumbency certificates for the SUBRECIPIENT, certified by the SUBRECIPIENT’S Corporate Secretary, authorizing the consummation of the transactions contemplated hereby, all in a form satisfactory to the CITY.
- 2.12 ADA Certification.
- 2.13 Drug Free Certification.
- 2.14 All other documents reasonably required by the CITY.

ARTICLE III

TERMS AND PROCEDURES

3.1 CITY AUTHORIZATION:

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

3.2 EFFECTIVE DATE AND TERM:

This Agreement shall begin on October 1, 2015 and end on September 30, 2016.

3.3 OBLIGATIONS OF SUBRECIPIENT:

The SUBRECIPIENT shall carry out the services and activities as prescribed in its Work Program, which is attached and incorporated herein and made a part of this Agreement, in a manner that is lawful, and satisfactory to the CITY, and in accordance with the written policies, procedures, and requirements as prescribed in this Agreement, and as set forth by HUD and the CITY.

3.4 LEVEL OF SERVICE:

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

ARTICLE IV

CDBG FUNDING AND DISBURSEMENT REQUIREMENTS

4.1 COMPENSATION

The amount of compensation payable by the City to the Project Sponsor shall be based on the rates, schedules and conditions described in Exhibit "C" attached hereto, which by this reference is incorporated into this Agreement."

4.2 INSURANCE:

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

4.2.1 The SUBRECIPIENT shall provide the following coverage:

- (i) Commercial General Liability in an amount not less than \$300,000.00 per occurrence, \$1,000,000.00 aggregate, protecting the CITY and the SUBRECIPIENT against liability incidental to the use of, or resulting from an accident occurring on or about, its property.
- (ii) Automobile liability for all owned vehicles and for non-owned and hired automobiles in the amount of \$300,000 combined single limit for bodily and property damage and/or split limits in the amount of \$100,000/\$300,000 for bodily injury and \$100,000 for property damage.

- (iii) Workers' compensation insurance as required by the laws of the State of Florida.
 - (iv) Sexual Abuse coverage in an amount not less than \$1,000,000.00 per occurrence (Only required for those agencies providing services to and/or working with children under the age of 18.)
- 4.2.2 All such insurance shall insure the CITY as the primary additional insured. The SUBRECIPIENT shall be required to furnish evidence of any other insurance coverage the CITY may reasonably require during the term of this Agreement. All such policies shall require the insurance carrier to give the CITY at least 30 days prior written notice of termination, cancellation, expiration or modification, and all such policies shall be written by insurance companies satisfactory to the CITY.
- 4.2.3 Crime Policy (Employee Coverage) for all persons handling funds received or disbursed under this Agreement in an amount equal to or greater than one third (1/3) the amount of the grant of funds hereunder. The CITY shall be named as Loss Payee.
- 4.2.4 Compliance with the foregoing requirements shall not relieve the SUBRECIPIENT of its liability and obligations under this section or under any other section of this Agreement.
- 4.2.5 SUBRECIPIENT shall apply and obtain any other insurance coverage that the CITY may require for the execution of the Agreement.
- 4.2.6. SUBRECIPIENT shall indemnify, defend and hold harmless the City and its officials, employees and agents (collectively referred to as "Indemnities") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by this Agreement which is caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of SUBRECIPIENT or its employees, agents or subcontractors, or (ii) the failure of the SUBRECIPIENT to comply with any of the paragraphs herein or the failure of the SUBRECIPIENT to conform to statutes, ordinances, or other regulations or requirements of any

governmental authority, federal or state, in connection with the performance of this Agreement. SUBRECIPIENT expressly agrees to indemnify and hold harmless the Indemnities, or any of them, from and against all liabilities which may be asserted by an employee or former employee of SUBRECIPIENT, or any of its subcontractors, as provided above, for which the SUBRECIPIENT'S liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws.

4.3 FINANCIAL ACCOUNTABILITY:

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

4.4 RECAPTURE OF FUNDS:

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

4.5 CONTINGENCY CLAUSE:

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

ARTICLE V

AUDIT

5.1 As a necessary part of this Agreement, the SUBRECIPIENT shall adhere to the following audit requirements:

5.1.1 If the SUBRECIPIENT expends \$750,000 or more in the fiscal year in Federal awards it shall have a single audit or program specific audit conducted for that year. The audit shall be conducted in accordance with GAGAS and OMB Circular A-133. The audit shall determine whether the financial statements are

presented fairly in all material respects in conformity with generally accepted accounting principles.

In addition to the above requirements, the auditor shall perform procedures to obtain an understanding of internal controls and perform sufficient testing to ensure compliance with the procedures. Further the auditor shall determine whether the SUBRECIPIENT has complied with laws, regulations and the provisions of this Agreement.

A reporting package shall be submitted within the earlier of 30 days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period. The reporting package will include the certified financial statements and schedule of expenditures of Federal Awards; a summary schedule of prior audit findings; the auditor's report and the corrective action plan. The auditor's report shall include:

- a) an opinion (or disclaimer of opinion) as to whether the financial statements are presented fairly in all material respects in conformity with generally accepted principles and an opinion (or disclaimer of opinion) as to whether the schedule of expenditures of Federal Awards is presented fairly in all material respects in relation to the financial statements taken as a whole.
- b) a report on internal controls related to the financial statements and major programs. This report shall describe the scope of testing of internal controls and the results of the test, and, where applicable, refer to the separate schedule of findings and questioned costs.
- c) a report on compliance with laws, regulations, and the provisions of contracts and/or this Agreement, noncompliance with which could have a material effect on the financial statements. This report shall also include an opinion (or disclaimer of opinion) as to whether the SUBRECIPIENT complied with the laws, regulations, and the provisions of contracts and this Agreement which could have a direct and material effect on the program and, where applicable, refer to the separate schedule of findings and questioned costs.
- d) a schedule of findings and questioned cost which shall include the requirements of OMB Circular A-133.

5.1.2 If the SUBRECIPIENT expends less than \$750,000 in the fiscal year in Federal awards it is exempted from Federal audit requirements for that year and consequently the audit cost is not a reimbursable expense. The City, however,

may request the SUBRECIPIENT to have a limited scope audit for monitoring purposes. These limited scope audits will be paid for and arranged by the City and address only one or more of the following types of compliance requirements: activities allowed or unallowed; allowable costs/cost principles; eligibility; matching, level of effort, earmarking; and, reporting.

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

ARTICLE VI

RECORDS AND REPORTS

6.1 The SUBRECIPIENT shall establish and maintain sufficient records to enable the CITY to determine whether the SUBRECIPIENT has met the requirements of the CDBG Program.

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

6.1.1 Records providing a full description of each activity assisted (or being assisted) with CDBG Funds, including its location (if the activity has a geographical locus), the amount of CDBG Funds budgeted, obligated and expended for the activity, and the specific provision in 24 CFR Subpart C of the CDBG Program regulations under which the activity is eligible.

6.1.2 Records demonstrating that each activity undertaken meets one of the criteria set forth in 24 CFR 570.208 of the CDBG Program regulations. Where information on income by family size is required, the SUBRECIPIENT may substitute evidence establishing that the person assisted qualified under another program having income qualification criteria at least as restrictive as that used in the definitions of “low- and moderate-income person” and “low- and moderate-income household” as set forth in 24 CFR 570.3; or, the SUBRECIPIENT may substitute a copy of a verifiable certification from the assisted person that his or her family income does not exceed the applicable income limit established in accordance with 24 CFR 570.3; or, the SUBRECIPIENT may substitute a notice that the assisted person is a referral from any governmental agency that determines persons to be “low- and moderate-income persons” based upon

HUD's criteria and agrees to maintain documentation supporting those determinations. Such records shall include the following information:

- (i) For each activity determined to benefit low- and moderate-income persons, the income limits applied and the point in time when the benefit was determined.
- (ii) For each activity determined to benefit low- and moderate-income persons based on the area served by the activity:
 - (a) The boundaries of the service area;
 - (b) The income characteristics of families and unrelated individuals in the service area; and
 - (c) If the percent of low- and moderate-income persons in the service area is less than 51 percent, data showing that the area qualifies under the exception criteria set forth in 24 CFR 570.208(a)(1)(ii);
- (iii) For each activity determined to benefit low- and moderate-income persons because the activity involves a facility or service designed for use by a limited clientele consisting exclusively or predominantly of low- and moderate-income persons:
 - (a) Documentation establishing that the facility or service is designed for and used by elderly persons, severely disabled persons, battered spouses, abused children, the homeless, illiterate persons, persons living with AIDS, or migrant farm workers, for which the regulations provide presumptive benefit to low- and moderate-income persons; or
 - (b) Documentation describing how the nature and, if applicable, the location of the facility or service establishes that it is used predominantly by low- and moderate-income persons; or
 - (c) Data showing the size and annual income of the household of each person receiving the benefit.

6.1.3 Equal Opportunity Records containing:

- (i) Data on the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funded in whole or in part with CDBG Funds. Such information shall be used only as a

basis for further investigation relating to compliance with any requirement to attain or maintain any particular statistical measure by race, ethnicity, disability or gender in covered programs.

- (ii) Documentation of actions undertaken to meet the requirements of 24 CFR 570.607(b) which implements Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701U) relative to the hiring and training of low- and moderate-income persons and the use of local businesses.

6.1.4 Financial records, in accordance with the applicable requirements listed in 24 CFR 570.502.

6.1.5 Records required to be maintained in accordance with other applicable laws and regulations set forth in Subpart K of 24 CFR.

6.2 RETENTION AND ACCESSIBILITY OF RECORDS:

6.2.1 The Department shall have the authority to review the SUBRECIPIENT'S records, including Project and programmatic records and books of account, for a period of three (3) years from the expiration/termination of this Agreement (the "Retention Period"). All books of account and supporting documentation shall be kept by the SUBRECIPIENT at least until the expiration of the Retention Period. The SUBRECIPIENT shall maintain records sufficient to meet the requirements of 24 CFR 570. All records and reports required herein shall be retained and made accessible as provided thereunder. The SUBRECIPIENT further agrees to abide by Chapter 119, Florida Statutes, as the same may be amended from time to time, pertaining to public records.

The SUBRECIPIENT shall ensure that the Agreement Records shall be at all times subject to and available for full access and review, inspection and audit by the CITY, federal personnel and any other personnel duly authorized by the CITY.

6.2.2 The SUBRECIPIENT shall include in all the Department approved subcontracts used to engage subcontractors to carry out any eligible substantive project or programmatic activities, as such activities are described in this Agreement and defined by the Department, each of the record-keeping and audit requirements detailed in this Agreement. The Department shall in its sole discretion determine

when services are eligible substantive project and/or programmatic activities and subject to the audit and record-keeping requirements described in this Agreement

6.2.3 If the CITY or the SUBRECIPIENT has received or given notice of any kind indicating any threatened or pending litigation, claim or audit arising out of the activities pursuant to the project, the activities and/or the Work Program or under the terms of this Agreement, the Retention Period shall be extended until such time as the threatened or pending litigation, claim or audit is, in the sole and absolute discretion of the Department fully, completely and finally resolved.

6.2.4 The SUBRECIPIENT shall notify the Department in writing both during the pendency of this Agreement and after its expiration/termination as part of the final closeout procedure, of the address where all Agreement Records will be retained.

6.2.5 The SUBRECIPIENT shall obtain the prior written consent of the Department to the disposal of any Agreement Records within one year after the expiration of the Retention Period.

6.3 PROVISION OF RECORDS:

6.3.1 At any time upon request by the Department, the SUBRECIPIENT shall provide all Agreement Records to the Department. The requested Agreement Records shall become the property of the Department without restriction, reservation, or limitation on their use. The Department shall have unlimited rights to all books, articles, or other copyrightable materials developed in the performance of this Agreement. These rights include the right of royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use the Work Program for public purposes.

6.3.2 If the SUBRECIPIENT receives funds from, or is under regulatory control of, other governmental agencies, and those agencies issue monitoring reports, regulatory examinations, or other similar reports, the SUBRECIPIENT shall provide a copy of each such report and any follow-up communications and reports to the Department immediately upon such issuance, unless such disclosure would be prohibited by any such issuing agency.

6.4 MONITORING:

The SUBRECIPIENT shall permit the Department and other persons duly authorized by the Department to inspect all Agreement Records, facilities, goods, and activities of the SUBRECIPIENT which are in any way connected to the activities undertaken pursuant to the

terms of this Agreement, and/or interview any clients, employees, subcontractors or assignees of the SUBRECIPIENT. Following such inspection or interviews, the Department will deliver to the SUBRECIPIENT a report of its findings. The SUBRECIPIENT will rectify all deficiencies cited by the Department within the specified period of time set forth in the report or provide the Department with a reasonable justification for not correcting the same. The Department will determine in its sole and absolute discretion whether or not the SUBRECIPIENT'S justification is acceptable.

At the request of the CITY, the SUBRECIPIENT shall transmit to the CITY written statements of the SUBRECIPIENT's official policies on specified issues relating to the SUBRECIPIENT's activities. The CITY will carry out monitoring and evaluation activities, including visits and observations by CITY staff; the SUBRECIPIENT shall ensure the cooperation of its employees and its Board members in such efforts. Any inconsistent, incomplete, or inadequate information either received by the CITY or obtained through monitoring and evaluation by the CITY, shall constitute cause for the CITY to terminate this Agreement.

6.5 RELATED PARTIES:

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

ARTICLE VII

OTHER CDBG PROGRAM REQUIREMENTS

7.1 The SUBRECIPIENT shall maintain current documentation that its activities are CDBG eligible in accordance with 24 CFR Part 570.201.

7.2 The SUBRECIPIENT shall ensure and maintain documentation that conclusively demonstrates that each activity assisted in whole or in part with CDBG Funds is an activity which provides benefit to low and moderate-income persons.

7.3 The SUBRECIPIENT shall comply with all applicable provisions of 24 CFR Part 570 and shall carry out each activity in compliance with all applicable federal laws and regulations described therein.

7.4 The SUBRECIPIENT shall cooperate with the Department in informing the appropriate citizen participation structures, including the appropriate area committees, of the activities of the SUBRECIPIENT in adhering to the provisions of this Agreement. Representatives of the SUBRECIPIENT shall attend meetings of the appropriate committees and citizen participation structures upon the request of the citizen participation officers or the Department.

7.5 The SUBRECIPIENT shall, to the greatest possible, give low-and-moderate-income residents of the service area(s) opportunities for training and employment.

7.6 NON-DISCRIMINATION: The SUBRECIPIENT shall not discriminate on the basis of race, color, national origin, sex, religion, age, marital or family status or handicap in connection with the activities and/or the Work Program or its performance under this Agreement.

Furthermore, the SUBRECIPIENT agrees that no otherwise qualified individual shall, solely by reason of his/her race, sex, color, creed, national origin, age, marital status or handicap, be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

7.7 The SUBRECIPIENT shall carry out its Work Program in compliance with all federal laws and regulations, including those described in Subpart K of the CDBG Program regulations (24 CFR 570.600-612).

7.8 The SUBRECIPIENT and its subcontractors shall comply with the Davis-Bacon Act, the Lead-Based Paint Poisoning Prevention Act, and any other applicable laws, ordinances and regulations.

7.9 The SUBRECIPIENT shall abide by the Federal Labor Standards provisions of U.S. HUD Form 4010 incorporated herein as part of this Agreement.

7.10 UNIFORM ADMINISTRATIVE REQUIREMENTS. The SUBRECIPIENT shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations" and with the applicable requirements of 2 CFR Part 200 (the revised OMB Circular No. A-110).

7.11 RELIGIOUS ORGANIZATIONS/CONSTITUTIONAL PROHIBITION. If the SUBRECIPIENT is or was created by a religious organization, the SUBRECIPIENT agrees that all CDBG Funds disbursed under this Agreement shall be subject to the conditions, restrictions, and limitations of 24 CFR Part 570.200(j).

In accordance with the First Amendment of the United States Constitution, particularly regarding the relationship between church and State, as a general rule, CDBG assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities, as provided in 24 CFR Part 570.200(j). The SUBRECIPIENT shall comply with those requirements and prohibitions when entering into subcontracts.

7.12 REVERSION OF ASSETS. Upon expiration/termination of this Agreement, the SUBRECIPIENT must transfer to the CITY any CDBG Funds on hand at the time of expiration/termination and any accounts receivable attributable to the use of CDBG Funds.

7.13 ENFORCEMENT OF THIS AGREEMENT. Any violation of this Agreement that remains uncured thirty (30) days after the SUBRECIPIENT'S receipt of notice from the CITY (by certified or registered mail) of such violation may, at the option of the CITY, be addressed by an action for damages or equitable relief, or any other remedy provided at law or in equity. In addition to the remedies of the CITY set forth herein, if the SUBRECIPIENT materially fails to comply with the terms of this Agreement, the CITY may suspend or terminate this Agreement in accordance with 2 CFR Part 200.339, as set forth more fully below in Article IX of this Agreement.

7.14 The SUBRECIPIENT shall not assume the CITY's environmental responsibilities described at 24 CFR 570.604 of the CDBG Program regulations nor the CITY's responsibility for initiating the review process under Executive Order 12372.

ARTICLE VIII

PROGRAM INCOME

8.1 Program income means gross income received by the SUBRECIPIENT which has been directly generated from the use of the CDBG Funds. When such income is generated by an activity that is only partially assisted with the CDBG Funds, the income shall be prorated to reflect the percentage of CDBG Funds used. Program income generated by CDBG funded activities shall be used only to undertake those activities specifically approved by the CITY on and for the Work Program. All provisions of this Agreement shall apply to such activities. Any program income on hand when this Agreement expires/terminates or received after such expiration/termination shall be paid to the CITY, as required by 24 CFR 570.503(b)(7) of the CDBG Program regulations.

The SUBRECIPIENT shall submit to the CITY monthly a Program Income Report and a Work Program Status Report. The Program Income Report shall identify CDBG activities in which income was derived and how income has been utilized.

8.2 REPAYMENTS. Any interest or other return on the investment of the CDBG Funds shall be remitted to the CITY on a monthly basis. Any CDBG Funds funded to the SUBRECIPIENT that do not meet the eligibility requirements, as applicable, must be repaid to the CITY.

ARTICLE IX

REMEDIES, SUSPENSION, TERMINATION

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

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

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

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

9.2 SUSPENSION:

- 9.2.1 The Department may, for reasonable cause temporarily suspend the SUBRECIPIENT'S operations and authority to obligate funds under this Agreement or withhold payments to the SUBRECIPIENT pending necessary corrective action by the SUBRECIPIENT, or both. Reasonable cause shall be

determined by the Department in its sole and absolute discretion, and may include:

- (i) Ineffective or improper use of the CDBG Funds by the SUBRECIPIENT;
- (ii) Failure by the SUBRECIPIENT to materially comply with any term or provision of this Agreement;
- (iii) Failure by the SUBRECIPIENT to submit any documents required by this Agreement; or
- (iv) The SUBRECIPIENT'S submittal of incorrect or incomplete documents.

9.2.2 The Department may at any time suspend the SUBRECIPIENT'S authority to obligate funds, withhold payments, or both.

9.2.3 The actions described in paragraphs 9.2.1 and 9.2.2 above may be applied to all or any part of the activities funded by this Agreement.

9.2.4 The Department will notify the SUBRECIPIENT in writing of any action taken pursuant to this Article, by certified mail, return receipt requested, or by in person delivery with proof of delivery. The notification will include the reason(s) for such action, any conditions relating to the action taken, and the necessary corrective action(s).

9.3 TERMINATION:

9.3.1 Termination Because of Lack of Funds.

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

9.3.2 Termination for Breach.

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

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

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

ARTICLE X

MISCELLANEOUS PROVISIONS

10.1 **INDEMNIFICATION.** The SUBRECIPIENT shall pay and save the CITY harmless from and against any and all claims, liabilities, losses, and causes of action which may arise out of the SUBRECIPIENT'S activities related to the Work Program or otherwise under this Agreement, including all acts or omissions to act on the part of the SUBRECIPIENT and/or any persons acting for or on its behalf, and from and against any relevant orders, judgments, or decrees which may be entered against the CITY, and from and against all costs, attorney's fees, expenses, and liabilities incurred by the CITY in the defense or investigation of any such claims or other matters.

10.2 **AMENDMENTS.** No amendments to this Agreement shall be binding unless in writing and signed by both parties hereto. Budget modifications shall be approved by the Department in writing.

10.3 **OWNERSHIP OF DOCUMENTS.** All documents developed by the SUBRECIPIENT under this Agreement shall be delivered to the CITY upon completion of the activities required pursuant to this Agreement and shall become the property of the CITY, without restriction or limitation on their use if requested by the City. The SUBRECIPIENT agrees that all documents

maintained and generated pursuant to this Agreement shall be subject to all provisions of the Public Records Law, Chapter 119, Florida Statutes.

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

10.4 AWARD OF AGREEMENT. The SUBRECIPIENT warrants that it has not employed or retained any person employed by the CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person employed by the CITY any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of this Agreement.

10.5 NON-DELEGABILITY. The obligations undertaken by the SUBRECIPIENT pursuant to this Agreement shall not be delegated or assigned to any other person or firm, in whole or in part, without the CITY'S prior written consent which may be granted or withheld in the CITY'S sole discretion.

10.6 CONSTRUCTION OF AGREEMENT. This Agreement shall be construed and enforced according to the laws of the State of Florida.

10.7 CONFLICT OF INTEREST.

10.7.1 The SUBRECIPIENT covenants that no person under its employ who presently exercises any functions or responsibilities in connection with CDBG Program funded activities has any personal financial interest, direct or indirect, in this Agreement. The SUBRECIPIENT further covenants that, in the performance of this Agreement, no person having such a conflicting interest shall be employed. Any such interest on the part of the SUBRECIPIENT or its employees must be disclosed in writing to the CITY.

10.7.2 The SUBRECIPIENT is aware of the conflict of interest laws of the City of Miami Gardens (Dade County Code Section 2-11-1) and the State of Florida (Chapter 112, Florida Statutes), and agrees that it shall comply in all respects with the terms of the same.

10.7.3 Procurement. The SUBRECIPIENT shall comply with the standards contained within OMB Circular No. A-110.

10.7.4 In all other cases, the SUBRECIPIENT shall comply with the standards contained within 24 CFR 570.611

10.8 NO OBLIGATION TO RENEW. Upon expiration of the term of this Agreement, the SUBRECIPIENT agrees and understands that the CITY has no obligation to renew this Agreement.

10.9 ENTIRE AGREEMENT:

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

10.10 GENERAL CONDITIONS.

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

CITY OF MIAMI GARDENS

Laurin Yoder
Department of Community Development
18605 N.W. 27th Avenue
Miami Gardens, Florida 33056

SUBRECIPIENT

10.10.2 Title and paragraph headings are for convenient reference and are not a part of this Agreement.

10.10.3 In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall control.

10.10.4 No waiver of breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

10.10.5 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid,

illegal or otherwise unenforceable under the laws of the State of Florida or the City of Miami Gardens, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severed, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

10.11 INDEPENDENT CONTRACTOR. THE SUBRECIPIENT and its employees and agents shall be deemed to be independent contractors and not agents or employees of the CITY, and shall not attain any rights or benefits under the Civil Service or Pension Ordinances of the CITY or any rights generally afforded classified or unclassified employees; further, they shall not be deemed entitled to the Florida Worker's Compensation benefits as employees of the CITY.

10.12 SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the parties hereto, and their respective heirs, executors, legal representatives, successors, and assigns.

10.13 SUBRECIPIENT CERTIFICATION. The SUBRECIPIENT certifies that it possesses the legal authority to enter into this Agreement pursuant to authority that has been duly adopted or passed as an official act of the SUBRECIPIENT'S governing body, authorizing the execution of the Agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the SUBRECIPIENT to act in connection with this Agreement and to provide such information as may be required.

10.14 COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAWS. To the extent required by law, the SUBRECIPIENT shall comply with the public records laws in accordance with Chapter 119, Florida Statutes. Specifically, the SUBRECIPIENT agrees to comply with Section 119.0701, Florida Statutes. Public records shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency, as defined in Section 119.011, Florida Statutes, as amended. The City shall make the sole determination of which records, if any, are exempt from inspection.

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

SUBRECIPIENT

a Florida not-for-profit corporation

ATTEST:

Corporate Secretary

Date

By: _____

Name:

Date

Title:

SEAL

CITY OF MIAMI GARDENS, a municipal Corporation of the State of Florida

ATTEST:

Ronetta Taylor, MMC
City Clerk

Date

By: _____

Cameron D. Benson
City Manager

Date

APPROVED AS TO
INSURANCE REQUIREMENTS:

APPROVED FOR LEGAL
SUFFICIENCY:

Melissa Negrón, Director
Human Resources/Risk Management

Date

Sonja K. Dickens
City Attorney

Date



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	September 9, 2015		Item Type: <small>(Enter X in box)</small>	Resolution	Ordinance	Other	
				X			
Fiscal Impact: <small>(Enter X in box)</small>	Yes	No	Ordinance Reading: <small>(Enter X in box)</small>	1st Reading		2nd Reading	
	X			Public Hearing: <small>(Enter X in box)</small>	Yes	No	Yes
			X				
Funding Source:	Community Development Block Grant (CDBG) Fund		Advertising Requirement: <small>(Enter X in box)</small>	Yes		No	
				X			
Contract/P.O. Required: <small>(Enter X in box)</small>	Yes	No	RFP/RFQ/Bid #:	N/A			
	X						
Strategic Plan Related <small>(Enter X in box)</small>	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: <small>(list the specific objective/strategy this item will address)</small>			
		X					
Sponsor Name	Cameron Benson, City Manager		Department:	Community Development			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ALLOCATING FISCAL YEAR 2015-2016 COMMUNITY DEVELOPMENT BLOCK GRANT (“CDBG”) PUBLIC SERVICE FUNDS, IN THE AMOUNT OF FIFTEEN THOUSAND DOLLARS (\$15,000.00) TO KRISTI HOUSE, INC.; AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY THAT CERTAIN SUBRECIPIENT AGREEMENT FOR THIS PURPOSE, ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Background:

Annually, the City of Miami Gardens sets aside Community Development Block Grant (CDBG) funds for

the provision of public services (also referred to as social services) to Miami Gardens' residents. U.S. HUD regulations allows for up to 15% of the City's annual CDBG allocation to be used for public service programs. The City's Department of Community Development makes these funds available to interested non-profit, community-based organizations applying through a formal Request for Proposal (RFP) process. For the 2015-16 fiscal year a total of \$150,096.00 (15% of annual CDBG allocation) is available in the Public Services category. This is nearly level funding from last year.

A RFP was made available on April 1, 2015. City staff held two (2) Technical Assistance (TA) Workshops on March 31, 2015 and April 9, 2015, at which approximately twenty (20) agencies were informed of the program guidelines and requirements. Additionally, a Pre-Proposal meeting was also held on April 9, 2015 where four (4) agencies attended and were given the opportunity to ask specific questions about the RFP.

Proposals were due on April 29, 2015 by 4:00 p.m. A total of twelve (12) proposals were submitted. Eight (8) high scoring agencies are being recommended to Council to receive funding for the 2015-2016 program year. They are as follows:

1. Carrfour Supporting Housing, Inc.	\$ 9,000.00
2. JPM Centre at Miami Gardens Drive, Inc.	\$ 17,600.00
3. Kristi House, Inc.	\$ 15,000.00
4. Mt. Pisgah Seventh Day Adventist Church	\$ 12,000.00
5. North Dade Youth & Family Coalition	\$ 10,500.00
6. Prosperity Social & Community Dev. Group, Inc.	\$ 10,000.00
7. Sunshine for All, Inc.	\$ 60,000.00
8. Switchboard of Miami	<u>\$ 15,996.00</u>
	\$150,096.00

Current Situation:

Below is a summary for each organization and their proposed program:

Carrfour Supportive Housing, Inc. was founded by the Greater Miami Chamber of Commerce in 1993 with a mission to confront homelessness by developing affordable housing and providing supportive services. They provide an afterschool and mentoring program for 40 formerly homeless families relocated to Del Prado Gardens, one of Carrfour's permanent supportive housing developments in Miami Gardens. Carrfour aftercare/mentoring program offers a comprehensive curriculum that includes a minimum of five core components; (1) literacy (2) physical activity and fitness (3) social skills – building (4) family involvement and (5) nutrition. Carrfour services are provided on site at the Del Prado Gardens daily from 3:30 p.m. to 7:30 p.m. and an all day activity one Saturday a month focusing on enhancing the community. The program was previously funded at \$9,000 in FY 2014-15 and to date has served as many as 42 youth. Staff is recommending continued funding at an equal level for FY 2015-16.

JPM Center at Miami Gardens Drive, Inc. is a non-profit, faith-based organization located in Miami Gardens that administers an after school program to low & moderate income youth who live in Miami Gardens. The program focuses on engaging youth during the after-school hours between 3-6 pm, Tuesday through Friday. It includes reading literacy, computer skills and athletic activities, as well as teaching self-esteem, effective communication skills, good decision making techniques, anger management, conflict resolution and technical skills; all which build strong, solid character and values, as they become adults. In addition, parents/guardians of participants receive training workshops on

positive parenting styles, discipline techniques and communication styles. The City has funded the program since 2008, and for FY 2014-15 awarded JPM \$14,600 to serve twenty-five (25) youth. The students participate in daily reading and math literacy exercises and as a result 83% of students have shown an improvement in their math skill and 91% have improved their reading skills. Staff is recommending continued funding of this program.

Kristi House Inc. is a non-profit organization that offers specialized and coordinated services for children who are victims of sexual abuse. Through the Kristi House program, clients will benefit from a healing environment for child victims of abuse and their families, regardless of income, through prevention, treatment and coordination of services with community partners. The City has previously funded this program in 2014-15 at \$12,500, which has served as many as 31 youth and their families at their North Office, located at 18841 NW 2 Avenue, over the contract period. The case coordinator provides comprehensive wrap-around services and therapist meet weekly with clients to provide mental health intervention services. As a result, 93% of cases closed successfully with families meeting the goals identified in their service plans. Seventy-five percent (75%) reported improved or stable behavioral and social function for their child. Staff is recommending continued funding of this program.

Mt. Pisgah Seventh-day Adventist Church is a faith-based, non-profit organization that provides programs that address issues facing low-income families such as food insecurity and sustainability. Located at 3340-50 NW 215th Street in Miami Gardens, Mt. Pisgah's Food Pantry has been in operation since 2005 and is open the 2nd and 4th Wednesday of every month from 2:30 p.m. – 4:30 p.m. In 2014 the Food Pantry distributed over 210,000 pounds of food to 6,320 families with over 27,180 individuals. In partnership with Feeding South Florida and Farm Share, who provide donated food and recovered produce for distribution, Mt. Pisgah is on target to serve over 6,500 households with a projected number of 27,796 persons who are at or below the poverty level in 2015. Without services provided by the food pantry to seniors, many of the seniors would likely experience hunger resulting in poor health and malnutrition. The City is currently funding this program at \$10,000 which has served 316 low-income seniors thus far this year. Staff is recommending continued funding at an increased amount of \$12,000.

North Dade Youth & Family Coalition (NDYFC) (aka Youth Violence Prevention Coalition) was established in 2006 following a wave of shooting deaths involving youth. Since its inception NDYFC has been the community catalyst for intake assessment, information and referrals to residents in need of support services living in the City of Miami Gardens. Since 2013, NDYFC has served 588 households through care coordination/wraparound services, community policing and positive youth development activities with successful results. Previously the City funded NDYFC's All 4 You Program in FY 2014-15. However this year NDYFC has proposed a new program, the NDYFC Network, which will provide wraparound care coordination services to school age youth, ages 5-18, who are identified as at-risk of frequent school absences, suspensions from school, failing academically and/or involved in violence and crime at home, school or in the community, with overall goals to improve academic performance and school attendance. NDYFC proposes to serve 50 youth throughout the program year.

Prosperity Social & Community Development Group, Inc. (PSCDG) is a non-profit organization founded in 2011 to provide literacy and job readiness skills to women and girls throughout Miami-Dade County. PSCDG proposes to implement an expanded version of their NOW (Needing Opportunities to Win) Project to the Miami Gardens community. The program will provide literacy, job training, financial literacy, career guidance, and support groups to both high school boys and girls, ages 15-21, who are dropouts, potential dropouts, unemployed, pregnant teens and re-entries from the corrections system. They will serve 60 youth from the City of Miami Gardens through their partnerships with both Norland

and Miami Carol City Senior High Schools and the Departments of Juvenile Justice and Corrections. Staff is recommending funding of this new organization and program to serve a currently unmet need in the community.

Sunshine For All, Inc. is a non-profit organization that delivers in-home meals to low & moderate income seniors and disabled persons who live in Miami Gardens. Eligible meal recipients receive one hot meal per day, five days a week, Monday through Friday. Meals are selected by a licensed and registered dietician in order to assure that they meet the recommended dietary allowances. Currently, Sunshine is serving 54 clients under the FY 2014-2015 contract in the amount of \$80,000. City staff is recommending continued funding of the program but at a reduced amount of \$60,000.

Switchboard of Miami, Inc. is a non-profit organization that provides crisis counseling and information and referral services to Miami-Dade County residents. Switchboard created the Seniors Never Alone Program (SNAP), a telephone reassurance service to individuals sixty-five (65) years of age or older, residing in Miami-Dade County, that live alone or are alone for the majority of the day. SNAP provides in-bound phone coverage 24 hours/7 days a week and out-bound case managed calls to seniors enrolled in the program. Seniors are assigned a Reassurance Specialist and, at a minimum, receive two (2) management calls per week. Because Switchboard houses the County's only comprehensive social services database, the clients have a built-in resource for additional assistance and referrals. The City is currently funding this program in the amount of \$12,877, serving a total of 66 seniors over the FY 2014-15 contract period. Staff is recommending continued support at an increased amount of \$15,996.

All clients served through these programs are Miami Gardens residents. Contract periods for service for all the above organizations will begin October 1, 2015 through September 30, 2016. Staff will monitor each organization throughout the contract period to ensure they comply with all Federal CDBG and City of Miami Gardens requirements.

A resolution is required in order to allocate CDBG Funds to the above organizations. Subsequent to Council approval of staff's recommendation, sub-recipient agreements will be executed between the City and the above referenced organizations in which the scope of services, performance deliverables, and funding distribution will be outlined.

Fiscal Impact:

The City FY 2015-16 award of CDBG grant is \$1,000,644. Fifteen (15%) percent of this allocation which is \$150,096 is available for Public Services expenses. The above allotment to the various agencies totaled to the amount that is within the budget in the Public Service category.

Proposed Action:

That the City Council approves the attached resolution.

Attachment:

- Public Services Scores & Summary Table
- Sub-recipient Agreement (FY 2015-2016)

RESOLUTION NO. 2015_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ALLOCATING FISCAL YEAR 2015-2016 COMMUNITY DEVELOPMENT BLOCK GRANT (“CDBG”) PUBLIC SERVICE FUNDS, IN THE AMOUNT OF FIFTEEN THOUSAND DOLLARS (\$15,000.00) TO KRISTI HOUSE, INC.; AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY THAT CERTAIN SUBRECIPIENT AGREEMENT FOR THIS PURPOSE, ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, annually the City makes available Community Development Block Grant (“CDBG”) funds for the provision of public services to Miami Gardens residents, and

WHEREAS, these funds are made available to interested non-profit and community based organizations applying through a formal request for a proposal process, and

WHEREAS, this year, a total of One Hundred Fifty Thousand Ninety Six Dollars (\$150,096.00), is available for non-profit organizations under the public service category, and

WHEREAS, the City issued a RFP for the 2015-2016 year, Public Service Grant on April 1, 2015, and

WHEREAS, a total of twelve (12) proposals were submitted, and

WHEREAS, eight (8) of the highest scoring agencies are being recommended to the City Council to receive funding for the 2015-2016 program year, and

WHEREAS, Kristi House Inc. is a non-profit organization that offers specialized and coordinated services for children who are victims of sexual abuse, and

32 WHEREAS, Kristi House Inc. has served as many as thirty-one (31) clients at its
33 North Office, located in the City of Miami Gardens, and

34 WHEREAS, City staff is recommending funding to Kristi House Inc., in the
35 amount of Twelve Thousand Five Hundred Dollars (\$15,000.00), for the 2015-2016
36 program year,

37 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
38 OF MIAMI GARDENS, FLORIDA AS FOLLOWS:

39 Section 1: ADOPTION OF REPRESENTATIONS: The foregoing Whereas
40 paragraphs are hereby ratified and confirmed as being true, and the same are hereby
41 made a specific part of this Resolution.

42 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
43 hereby allocates Fiscal Year 2015-2016 Community Development Block Grant
44 ("CDBG") Public Service Funds, in the amount of Nine Thousand Dollars (\$15,000.00)
45 to Kristi House, Inc.; and authorizes the City Manager and the City Clerk to execute and
46 attest, respectively that certain Subrecipient Agreement for this purpose, attached
47 hereto as Exhibit "A".

48 Section 3: INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby
49 authorized to obtain two (2) fully executed copies of the subject Agreement with one to
50 be maintained by the City, and one to be delivered to Kristi House, Inc.

51 Section 4: EFFECTIVE DATE: This Resolution shall take effect immediately
52 upon its final passage.

53 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI
54 GARDENS AT ITS REGULAR MEETING HELD ON _____, 2015.

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OLIVER GILBERT, III, MAYOR

ATTEST:

RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

SPONSORED BY: CAMERON D.BENSON, CITY MANAGER

Moved by: _____

VOTE: _____

Mayor Oliver Gilbert, III	_____ (Yes)	_____ (No)
Vice Mayor Felicia Robinson	_____ (Yes)	_____ (No)
Councilwoman Lillie Q. Odom	_____ (Yes)	_____ (No)
Councilman David Williams Jr	_____ (Yes)	_____ (No)
Councilwoman Lisa C. Davis	_____ (Yes)	_____ (No)
Councilman Rodney Harris	_____ (Yes)	_____ (No)
Councilman Erhabor Ighodaro, Ph.D.	_____ (Yes)	_____ (No)

**CITY OF MIAMI GARDENS, FLORIDA
COMMUNITY DEVELOPMENT BLOCK GRANT
PUBLIC SERVICES PROGRAM AGREEMENT**

THIS AGREEMENT (hereinafter the “Agreement”) is entered into this 1st day of **October, 2015**, between the City of Miami Gardens, a municipal corporation of the State of Florida (hereinafter referred to as the “CITY”) and _____, **Inc.**, a Florida not for profit corporation (hereinafter referred to as the “SUBRECIPIENT”).

FUNDING SOURCE: Community Development Block Grant Funds
AMOUNT: _____
TERM OF THE AGREEMENT: October 1, 2015 through September 30, 2016
IDIS NUMBER: (to be completed by the City): _____

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

ARTICLE I

EXHIBITS AND DEFINITIONS

1.1 **EXHIBITS.** Attached hereto and forming a part of this Agreement are the following Exhibits:

- | | |
|-----------|---|
| Exhibit A | Corporate Resolution Authorizing Execution of this Agreement. |
| Exhibit B | Work Program |
| Exhibit C | Compensation and Budget Summary |
| Exhibit D | Certification Regarding Lobbying Form |
| Exhibit E | Certification Regarding Debarment, Suspension and other Responsibility Matters (Primary Covered Transactions Form). |
| Exhibit F | Crime Entity Affidavit |

1.2 DEFINED TERMS. As used herein the following terms shall mean:

Act or 24 CFR 570

Title I of the Housing and Community Development Act of 1974, as amended.

Agreement Records:

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

CDBG Program:

Community Development Block Grant Program.

CDBG Requirements:

The requirements contained in 24 CFR Part 570, Rule 9I of the Florida Administrative Code and as established by the City of Miami Gardens, Florida.

Department:

The City of Miami Gardens Department of Community Development.

Federal Award:

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

Low-and-Moderate

A member of a low- or moderate-income family

Income Person:

whose income is within specific income levels set forth by U.S. HUD.

U.S. HUD or HUD:

The United States Department of Housing and Urban Development.

ARTICLE II
BASIC REQUIREMENTS

The following documents must be approved by the CITY and must be on file with the Department prior to the CITY'S execution of this Agreement:

- 2.1 The Work Program submitted by the SUBRECIPIENT to the CITY which shall become attached hereto as Exhibit B to this Agreement and shall include the following:
 - 2.1.1 The description section shall detail the activities to be carried out by the SUBRECIPIENT. It should specifically describe the activities to be carried out as a result of the expenditure of CDBG Funds. Where appropriate it should list measurable objectives, define the who, what, where and when of the project, and in general detail how these activities will ensure that the intended beneficiaries will be served.
 - 2.1.2 The schedule of activities and measurable objectives plays an essential role in the grant management system. The schedule should provide projected milestones and deadlines for the accomplishment of tasks in carrying out the Work Program. These projected milestones and deadlines are a basis for measuring actual progress during the term of this Agreement. These items shall be in sufficient detail to provide a sound basis for the CITY to effectively monitor performance by the SUBRECIPIENT under this Agreement.
- 2.2 The Budget Summary attached hereto as Exhibit C, which shall include: completion of the SUBRECIPIENT'S Itemized Budget, Cost Allocation, Budget Narrative, Staff Salaries Schedule and a copy of all subcontracts.
- 2.3 A list of the SUBRECIPIENT'S present officers and members of the Board (names, addresses and telephone numbers).
- 2.4 A list of key staff persons (with their titles) who will carry out the Work Program.
- 2.5 Completion of an Authorized Representative Statement.
- 2.6 Completion of a Statement of Accounting System.
- 2.7 A copy of the SUBRECIPIENT'S corporate personnel policies and procedures.
- 2.8 Job description and resumes for all positions funded in whole or in part under this Agreement.
- 2.9 A letter accepting the Office of Management and Budget ("OMB") Circular No.A-87 "Principles for Determining Costs Applicable to Grants and Agreements with State, Local and Federally recognized Indian Tribal Governments;" OMB Circular No. A-110,

Attachments “A” (Cash Depositories), “B” (Bonding and Insurance), “C” (Retention and Custodial Requirements for Records), “F” (Standards for Financial Management Systems), “H” (Monitoring and Reporting Progress Performance), “N” (Property Management Standards), and “O” (Procurement Standards); OMB Circular Nos. A-122 and A-21: “Cost Principles for Non-Profit Organizations and Cost Principles for Educational Institutions,” as modified by 24 CFR Section 570.502(a)(b); “Applicability of Uniform Administrative Requirements” of the CDBG Program Regulations Final Rule and Lead Based Paint Regulations 24 CFR Part 35.

- 2.10 Copy of the SUBRECIPIENT’S last federal income tax return (IRS Form 990).
- 2.11 The following corporate documents:
 - (i) Bylaws, resolutions, and incumbency certificates for the SUBRECIPIENT, certified by the SUBRECIPIENT’S Corporate Secretary, authorizing the consummation of the transactions contemplated hereby, all in a form satisfactory to the CITY.
- 2.12 ADA Certification.
- 2.13 Drug Free Certification.
- 2.14 All other documents reasonably required by the CITY.

ARTICLE III

TERMS AND PROCEDURES

3.1 CITY AUTHORIZATION:

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

3.2 EFFECTIVE DATE AND TERM:

This Agreement shall begin on **October 1, 2015 and end on September 30, 2016**.

3.3 OBLIGATIONS OF SUBRECIPIENT:

The SUBRECIPIENT shall carry out the services and activities as prescribed in its Work Program, which is attached and incorporated herein and made a part of this Agreement, in a manner that is lawful, and satisfactory to the CITY, and in accordance with the written policies, procedures, and requirements as prescribed in this Agreement, and as set forth by HUD and the CITY.

3.4 LEVEL OF SERVICE:

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

ARTICLE IV

CDBG FUNDING AND DISBURSEMENT REQUIREMENTS

4.1 COMPENSATION

The amount of compensation payable by the City to the Project Sponsor shall be based on the rates, schedules and conditions described in Exhibit "C" attached hereto, which by this reference is incorporated into this Agreement."

4.2 INSURANCE:

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

4.2.1 The SUBRECIPIENT shall provide the following coverage:

- (i) Commercial General Liability in an amount not less than \$300,000.00 per occurrence, \$1,000,000.00 aggregate, protecting the CITY and the SUBRECIPIENT against liability incidental to the use of, or resulting from an accident occurring on or about, its property.
- (ii) Automobile liability for all owned vehicles and for non-owned and hired automobiles in the amount of \$300,000 combined single limit for bodily and property damage and/or split limits in the amount of \$100,000/\$300,000 for bodily injury and \$100,000 for property damage.

- (iii) Workers' compensation insurance as required by the laws of the State of Florida.
 - (iv) Sexual Abuse coverage in an amount not less than \$1,000,000.00 per occurrence (Only required for those agencies providing services to and/or working with children under the age of 18.)
- 4.2.2 All such insurance shall insure the CITY as the primary additional insured. The SUBRECIPIENT shall be required to furnish evidence of any other insurance coverage the CITY may reasonably require during the term of this Agreement. All such policies shall require the insurance carrier to give the CITY at least 30 days prior written notice of termination, cancellation, expiration or modification, and all such policies shall be written by insurance companies satisfactory to the CITY.
- 4.2.3 Crime Policy (Employee Coverage) for all persons handling funds received or disbursed under this Agreement in an amount equal to or greater than one third (1/3) the amount of the grant of funds hereunder. The CITY shall be named as Loss Payee.
- 4.2.4 Compliance with the foregoing requirements shall not relieve the SUBRECIPIENT of its liability and obligations under this section or under any other section of this Agreement.
- 4.2.5 SUBRECIPIENT shall apply and obtain any other insurance coverage that the CITY may require for the execution of the Agreement.
- 4.2.6. SUBRECIPIENT shall indemnify, defend and hold harmless the City and its officials, employees and agents (collectively referred to as "Indemnities") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by this Agreement which is caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of SUBRECIPIENT or its employees, agents or subcontractors, or (ii) the failure of the SUBRECIPIENT to comply with any of the paragraphs herein or the failure of the SUBRECIPIENT to conform to statutes, ordinances, or other regulations or requirements of any

governmental authority, federal or state, in connection with the performance of this Agreement. SUBRECIPIENT expressly agrees to indemnify and hold harmless the Indemnities, or any of them, from and against all liabilities which may be asserted by an employee or former employee of SUBRECIPIENT, or any of its subcontractors, as provided above, for which the SUBRECIPIENT'S liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws.

4.3 FINANCIAL ACCOUNTABILITY:

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

4.4 RECAPTURE OF FUNDS:

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

4.5 CONTINGENCY CLAUSE:

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

ARTICLE V

AUDIT

5.1 As a necessary part of this Agreement, the SUBRECIPIENT shall adhere to the following audit requirements:

5.1.1 If the SUBRECIPIENT expends \$750,000 or more in the fiscal year in Federal awards it shall have a single audit or program specific audit conducted for that year. The audit shall be conducted in accordance with GAGAS and OMB Circular A-133. The audit shall determine whether the financial statements are

presented fairly in all material respects in conformity with generally accepted accounting principles.

In addition to the above requirements, the auditor shall perform procedures to obtain an understanding of internal controls and perform sufficient testing to ensure compliance with the procedures. Further the auditor shall determine whether the SUBRECIPIENT has complied with laws, regulations and the provisions of this Agreement.

A reporting package shall be submitted within the earlier of 30 days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period. The reporting package will include the certified financial statements and schedule of expenditures of Federal Awards; a summary schedule of prior audit findings; the auditor's report and the corrective action plan. The auditor's report shall include:

- a) an opinion (or disclaimer of opinion) as to whether the financial statements are presented fairly in all material respects in conformity with generally accepted principles and an opinion (or disclaimer of opinion) as to whether the schedule of expenditures of Federal Awards is presented fairly in all material respects in relation to the financial statements taken as a whole.
- b) a report on internal controls related to the financial statements and major programs. This report shall describe the scope of testing of internal controls and the results of the test, and, where applicable, refer to the separate schedule of findings and questioned costs.
- c) a report on compliance with laws, regulations, and the provisions of contracts and/or this Agreement, noncompliance with which could have a material effect on the financial statements. This report shall also include an opinion (or disclaimer of opinion) as to whether the SUBRECIPIENT complied with the laws, regulations, and the provisions of contracts and this Agreement which could have a direct and material effect on the program and, where applicable, refer to the separate schedule of findings and questioned costs.
- d) a schedule of findings and questioned cost which shall include the requirements of OMB Circular A-133.

5.1.2 If the SUBRECIPIENT expends less than \$750,000 in the fiscal year in Federal awards it is exempted from Federal audit requirements for that year and consequently the audit cost is not a reimbursable expense. The City, however,

may request the SUBRECIPIENT to have a limited scope audit for monitoring purposes. These limited scope audits will be paid for and arranged by the City and address only one or more of the following types of compliance requirements: activities allowed or unallowed; allowable costs/cost principles; eligibility; matching, level of effort, earmarking; and, reporting.

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

ARTICLE VI

RECORDS AND REPORTS

6.1 The SUBRECIPIENT shall establish and maintain sufficient records to enable the CITY to determine whether the SUBRECIPIENT has met the requirements of the CDBG Program.

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

6.1.1 Records providing a full description of each activity assisted (or being assisted) with CDBG Funds, including its location (if the activity has a geographical locus), the amount of CDBG Funds budgeted, obligated and expended for the activity, and the specific provision in 24 CFR Subpart C of the CDBG Program regulations under which the activity is eligible.

6.1.2 Records demonstrating that each activity undertaken meets one of the criteria set forth in 24 CFR 570.208 of the CDBG Program regulations. Where information on income by family size is required, the SUBRECIPIENT may substitute evidence establishing that the person assisted qualified under another program having income qualification criteria at least as restrictive as that used in the definitions of “low- and moderate-income person” and “low- and moderate-income household” as set forth in 24 CFR 570.3; or, the SUBRECIPIENT may substitute a copy of a verifiable certification from the assisted person that his or her family income does not exceed the applicable income limit established in accordance with 24 CFR 570.3; or, the SUBRECIPIENT may substitute a notice that the assisted person is a referral from any governmental agency that determines persons to be “low- and moderate-income persons” based upon

HUD's criteria and agrees to maintain documentation supporting those determinations. Such records shall include the following information:

- (i) For each activity determined to benefit low- and moderate-income persons, the income limits applied and the point in time when the benefit was determined.
- (ii) For each activity determined to benefit low- and moderate-income persons based on the area served by the activity:
 - (a) The boundaries of the service area;
 - (b) The income characteristics of families and unrelated individuals in the service area; and
 - (c) If the percent of low- and moderate-income persons in the service area is less than 51 percent, data showing that the area qualifies under the exception criteria set forth in 24 CFR 570.208(a)(1)(ii);
- (iii) For each activity determined to benefit low- and moderate-income persons because the activity involves a facility or service designed for use by a limited clientele consisting exclusively or predominantly of low- and moderate-income persons:
 - (a) Documentation establishing that the facility or service is designed for and used by elderly persons, severely disabled persons, battered spouses, abused children, the homeless, illiterate persons, persons living with AIDS, or migrant farm workers, for which the regulations provide presumptive benefit to low- and moderate-income persons; or
 - (b) Documentation describing how the nature and, if applicable, the location of the facility or service establishes that it is used predominantly by low- and moderate-income persons; or
 - (c) Data showing the size and annual income of the household of each person receiving the benefit.

6.1.3 Equal Opportunity Records containing:

- (i) Data on the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funded in whole or in part with CDBG Funds. Such information shall be used only as a

basis for further investigation relating to compliance with any requirement to attain or maintain any particular statistical measure by race, ethnicity, disability or gender in covered programs.

- (ii) Documentation of actions undertaken to meet the requirements of 24 CFR 570.607(b) which implements Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701U) relative to the hiring and training of low- and moderate-income persons and the use of local businesses.

6.1.4 Financial records, in accordance with the applicable requirements listed in 24 CFR 570.502.

6.1.5 Records required to be maintained in accordance with other applicable laws and regulations set forth in Subpart K of 24 CFR.

6.2 RETENTION AND ACCESSIBILITY OF RECORDS:

6.2.1 The Department shall have the authority to review the SUBRECIPIENT'S records, including Project and programmatic records and books of account, for a period of three (3) years from the expiration/termination of this Agreement (the "Retention Period"). All books of account and supporting documentation shall be kept by the SUBRECIPIENT at least until the expiration of the Retention Period. The SUBRECIPIENT shall maintain records sufficient to meet the requirements of 24 CFR 570. All records and reports required herein shall be retained and made accessible as provided thereunder. The SUBRECIPIENT further agrees to abide by Chapter 119, Florida Statutes, as the same may be amended from time to time, pertaining to public records.

The SUBRECIPIENT shall ensure that the Agreement Records shall be at all times subject to and available for full access and review, inspection and audit by the CITY, federal personnel and any other personnel duly authorized by the CITY.

6.2.2 The SUBRECIPIENT shall include in all the Department approved subcontracts used to engage subcontractors to carry out any eligible substantive project or programmatic activities, as such activities are described in this Agreement and defined by the Department, each of the record-keeping and audit requirements detailed in this Agreement. The Department shall in its sole discretion determine

when services are eligible substantive project and/or programmatic activities and subject to the audit and record-keeping requirements described in this Agreement

6.2.3 If the CITY or the SUBRECIPIENT has received or given notice of any kind indicating any threatened or pending litigation, claim or audit arising out of the activities pursuant to the project, the activities and/or the Work Program or under the terms of this Agreement, the Retention Period shall be extended until such time as the threatened or pending litigation, claim or audit is, in the sole and absolute discretion of the Department fully, completely and finally resolved.

6.2.4 The SUBRECIPIENT shall notify the Department in writing both during the pendency of this Agreement and after its expiration/termination as part of the final closeout procedure, of the address where all Agreement Records will be retained.

6.2.5 The SUBRECIPIENT shall obtain the prior written consent of the Department to the disposal of any Agreement Records within one year after the expiration of the Retention Period.

6.3 PROVISION OF RECORDS:

6.3.1 At any time upon request by the Department, the SUBRECIPIENT shall provide all Agreement Records to the Department. The requested Agreement Records shall become the property of the Department without restriction, reservation, or limitation on their use. The Department shall have unlimited rights to all books, articles, or other copyrightable materials developed in the performance of this Agreement. These rights include the right of royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use the Work Program for public purposes.

6.3.2 If the SUBRECIPIENT receives funds from, or is under regulatory control of, other governmental agencies, and those agencies issue monitoring reports, regulatory examinations, or other similar reports, the SUBRECIPIENT shall provide a copy of each such report and any follow-up communications and reports to the Department immediately upon such issuance, unless such disclosure would be prohibited by any such issuing agency.

6.4 MONITORING:

The SUBRECIPIENT shall permit the Department and other persons duly authorized by the Department to inspect all Agreement Records, facilities, goods, and activities of the SUBRECIPIENT which are in any way connected to the activities undertaken pursuant to the

terms of this Agreement, and/or interview any clients, employees, subcontractors or assignees of the SUBRECIPIENT. Following such inspection or interviews, the Department will deliver to the SUBRECIPIENT a report of its findings. The SUBRECIPIENT will rectify all deficiencies cited by the Department within the specified period of time set forth in the report or provide the Department with a reasonable justification for not correcting the same. The Department will determine in its sole and absolute discretion whether or not the SUBRECIPIENT'S justification is acceptable.

At the request of the CITY, the SUBRECIPIENT shall transmit to the CITY written statements of the SUBRECIPIENT's official policies on specified issues relating to the SUBRECIPIENT's activities. The CITY will carry out monitoring and evaluation activities, including visits and observations by CITY staff; the SUBRECIPIENT shall ensure the cooperation of its employees and its Board members in such efforts. Any inconsistent, incomplete, or inadequate information either received by the CITY or obtained through monitoring and evaluation by the CITY, shall constitute cause for the CITY to terminate this Agreement.

6.5 RELATED PARTIES:

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

ARTICLE VII

OTHER CDBG PROGRAM REQUIREMENTS

7.1 The SUBRECIPIENT shall maintain current documentation that its activities are CDBG eligible in accordance with 24 CFR Part 570.201.

7.2 The SUBRECIPIENT shall ensure and maintain documentation that conclusively demonstrates that each activity assisted in whole or in part with CDBG Funds is an activity which provides benefit to low and moderate-income persons.

7.3 The SUBRECIPIENT shall comply with all applicable provisions of 24 CFR Part 570 and shall carry out each activity in compliance with all applicable federal laws and regulations described therein.

7.4 The SUBRECIPIENT shall cooperate with the Department in informing the appropriate citizen participation structures, including the appropriate area committees, of the activities of the SUBRECIPIENT in adhering to the provisions of this Agreement. Representatives of the SUBRECIPIENT shall attend meetings of the appropriate committees and citizen participation structures upon the request of the citizen participation officers or the Department.

7.5 The SUBRECIPIENT shall, to the greatest possible, give low-and-moderate-income residents of the service area(s) opportunities for training and employment.

7.6 NON-DISCRIMINATION: The SUBRECIPIENT shall not discriminate on the basis of race, color, national origin, sex, religion, age, marital or family status or handicap in connection with the activities and/or the Work Program or its performance under this Agreement.

Furthermore, the SUBRECIPIENT agrees that no otherwise qualified individual shall, solely by reason of his/her race, sex, color, creed, national origin, age, marital status or handicap, be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

7.7 The SUBRECIPIENT shall carry out its Work Program in compliance with all federal laws and regulations, including those described in Subpart K of the CDBG Program regulations (24 CFR 570.600-612).

7.8 The SUBRECIPIENT and its subcontractors shall comply with the Davis-Bacon Act, the Lead-Based Paint Poisoning Prevention Act, and any other applicable laws, ordinances and regulations.

7.9 The SUBRECIPIENT shall abide by the Federal Labor Standards provisions of U.S. HUD Form 4010 incorporated herein as part of this Agreement.

7.10 UNIFORM ADMINISTRATIVE REQUIREMENTS. The SUBRECIPIENT shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations" and with the applicable requirements of 2 CFR Part 200 (the revised OMB Circular No. A-110).

7.11 RELIGIOUS ORGANIZATIONS/CONSTITUTIONAL PROHIBITION. If the SUBRECIPIENT is or was created by a religious organization, the SUBRECIPIENT agrees that all CDBG Funds disbursed under this Agreement shall be subject to the conditions, restrictions, and limitations of 24 CFR Part 570.200(j).

In accordance with the First Amendment of the United States Constitution, particularly regarding the relationship between church and State, as a general rule, CDBG assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities, as provided in 24 CFR Part 570.200(j). The SUBRECIPIENT shall comply with those requirements and prohibitions when entering into subcontracts.

7.12 REVERSION OF ASSETS. Upon expiration/termination of this Agreement, the SUBRECIPIENT must transfer to the CITY any CDBG Funds on hand at the time of expiration/termination and any accounts receivable attributable to the use of CDBG Funds.

7.13 ENFORCEMENT OF THIS AGREEMENT. Any violation of this Agreement that remains uncured thirty (30) days after the SUBRECIPIENT'S receipt of notice from the CITY (by certified or registered mail) of such violation may, at the option of the CITY, be addressed by an action for damages or equitable relief, or any other remedy provided at law or in equity. In addition to the remedies of the CITY set forth herein, if the SUBRECIPIENT materially fails to comply with the terms of this Agreement, the CITY may suspend or terminate this Agreement in accordance with 2 CFR Part 200.339, as set forth more fully below in Article IX of this Agreement.

7.14 The SUBRECIPIENT shall not assume the CITY's environmental responsibilities described at 24 CFR 570.604 of the CDBG Program regulations nor the CITY's responsibility for initiating the review process under Executive Order 12372.

ARTICLE VIII

PROGRAM INCOME

8.1 Program income means gross income received by the SUBRECIPIENT which has been directly generated from the use of the CDBG Funds. When such income is generated by an activity that is only partially assisted with the CDBG Funds, the income shall be prorated to reflect the percentage of CDBG Funds used. Program income generated by CDBG funded activities shall be used only to undertake those activities specifically approved by the CITY on and for the Work Program. All provisions of this Agreement shall apply to such activities. Any program income on hand when this Agreement expires/terminates or received after such expiration/termination shall be paid to the CITY, as required by 24 CFR 570.503(b)(7) of the CDBG Program regulations.

The SUBRECIPIENT shall submit to the CITY monthly a Program Income Report and a Work Program Status Report. The Program Income Report shall identify CDBG activities in which income was derived and how income has been utilized.

8.2 REPAYMENTS. Any interest or other return on the investment of the CDBG Funds shall be remitted to the CITY on a monthly basis. Any CDBG Funds funded to the SUBRECIPIENT that do not meet the eligibility requirements, as applicable, must be repaid to the CITY.

ARTICLE IX

REMEDIES, SUSPENSION, TERMINATION

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

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

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

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

9.2 SUSPENSION:

- 9.2.1 The Department may, for reasonable cause temporarily suspend the SUBRECIPIENT'S operations and authority to obligate funds under this Agreement or withhold payments to the SUBRECIPIENT pending necessary corrective action by the SUBRECIPIENT, or both. Reasonable cause shall be

determined by the Department in its sole and absolute discretion, and may include:

- (i) Ineffective or improper use of the CDBG Funds by the SUBRECIPIENT;
- (ii) Failure by the SUBRECIPIENT to materially comply with any term or provision of this Agreement;
- (iii) Failure by the SUBRECIPIENT to submit any documents required by this Agreement; or
- (iv) The SUBRECIPIENT'S submittal of incorrect or incomplete documents.

9.2.2 The Department may at any time suspend the SUBRECIPIENT'S authority to obligate funds, withhold payments, or both.

9.2.3 The actions described in paragraphs 9.2.1 and 9.2.2 above may be applied to all or any part of the activities funded by this Agreement.

9.2.4 The Department will notify the SUBRECIPIENT in writing of any action taken pursuant to this Article, by certified mail, return receipt requested, or by in person delivery with proof of delivery. The notification will include the reason(s) for such action, any conditions relating to the action taken, and the necessary corrective action(s).

9.3 TERMINATION:

9.3.1 Termination Because of Lack of Funds.

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

9.3.2 Termination for Breach.

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

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

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

ARTICLE X

MISCELLANEOUS PROVISIONS

10.1 **INDEMNIFICATION.** The SUBRECIPIENT shall pay and save the CITY harmless from and against any and all claims, liabilities, losses, and causes of action which may arise out of the SUBRECIPIENT'S activities related to the Work Program or otherwise under this Agreement, including all acts or omissions to act on the part of the SUBRECIPIENT and/or any persons acting for or on its behalf, and from and against any relevant orders, judgments, or decrees which may be entered against the CITY, and from and against all costs, attorney's fees, expenses, and liabilities incurred by the CITY in the defense or investigation of any such claims or other matters.

10.2 **AMENDMENTS.** No amendments to this Agreement shall be binding unless in writing and signed by both parties hereto. Budget modifications shall be approved by the Department in writing.

10.3 **OWNERSHIP OF DOCUMENTS.** All documents developed by the SUBRECIPIENT under this Agreement shall be delivered to the CITY upon completion of the activities required pursuant to this Agreement and shall become the property of the CITY, without restriction or limitation on their use if requested by the City. The SUBRECIPIENT agrees that all documents

maintained and generated pursuant to this Agreement shall be subject to all provisions of the Public Records Law, Chapter 119, Florida Statutes.

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

10.4 AWARD OF AGREEMENT. The SUBRECIPIENT warrants that it has not employed or retained any person employed by the CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person employed by the CITY any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of this Agreement.

10.5 NON-DELEGABILITY. The obligations undertaken by the SUBRECIPIENT pursuant to this Agreement shall not be delegated or assigned to any other person or firm, in whole or in part, without the CITY'S prior written consent which may be granted or withheld in the CITY'S sole discretion.

10.6 CONSTRUCTION OF AGREEMENT. This Agreement shall be construed and enforced according to the laws of the State of Florida.

10.7 CONFLICT OF INTEREST.

10.7.1 The SUBRECIPIENT covenants that no person under its employ who presently exercises any functions or responsibilities in connection with CDBG Program funded activities has any personal financial interest, direct or indirect, in this Agreement. The SUBRECIPIENT further covenants that, in the performance of this Agreement, no person having such a conflicting interest shall be employed. Any such interest on the part of the SUBRECIPIENT or its employees must be disclosed in writing to the CITY.

10.7.2 The SUBRECIPIENT is aware of the conflict of interest laws of the City of Miami Gardens (Dade County Code Section 2-11-1) and the State of Florida (Chapter 112, Florida Statutes), and agrees that it shall comply in all respects with the terms of the same.

10.7.3 Procurement. The SUBRECIPIENT shall comply with the standards contained within OMB Circular No. A-110.

10.7.4 In all other cases, the SUBRECIPIENT shall comply with the standards contained within 24 CFR 570.611

10.8 NO OBLIGATION TO RENEW. Upon expiration of the term of this Agreement, the SUBRECIPIENT agrees and understands that the CITY has no obligation to renew this Agreement.

10.9 ENTIRE AGREEMENT:

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

10.10 GENERAL CONDITIONS.

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

CITY OF MIAMI GARDENS

Laurin Yoder
Department of Community Development
18605 N.W. 27th Avenue
Miami Gardens, Florida 33056

SUBRECIPIENT

10.10.2 Title and paragraph headings are for convenient reference and are not a part of this Agreement.

10.10.3 In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall control.

10.10.4 No waiver of breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

10.10.5 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid,

illegal or otherwise unenforceable under the laws of the State of Florida or the City of Miami Gardens, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severed, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

10.11 INDEPENDENT CONTRACTOR. THE SUBRECIPIENT and its employees and agents shall be deemed to be independent contractors and not agents or employees of the CITY, and shall not attain any rights or benefits under the Civil Service or Pension Ordinances of the CITY or any rights generally afforded classified or unclassified employees; further, they shall not be deemed entitled to the Florida Worker's Compensation benefits as employees of the CITY.

10.12 SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the parties hereto, and their respective heirs, executors, legal representatives, successors, and assigns.

10.13 SUBRECIPIENT CERTIFICATION. The SUBRECIPIENT certifies that it possesses the legal authority to enter into this Agreement pursuant to authority that has been duly adopted or passed as an official act of the SUBRECIPIENT'S governing body, authorizing the execution of the Agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the SUBRECIPIENT to act in connection with this Agreement and to provide such information as may be required.

10.14 COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAWS. To the extent required by law, the SUBRECIPIENT shall comply with the public records laws in accordance with Chapter 119, Florida Statutes. Specifically, the SUBRECIPIENT agrees to comply with Section 119.0701, Florida Statutes. Public records shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency, as defined in Section 119.011, Florida Statutes, as amended. The City shall make the sole determination of which records, if any, are exempt from inspection.

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

SUBRECIPIENT

a Florida not-for-profit corporation

ATTEST:

Corporate Secretary

Date

By: _____

Name:

Date

Title:

SEAL

CITY OF MIAMI GARDENS, a municipal Corporation of the State of Florida

ATTEST:

Ronetta Taylor, MMC
City Clerk

Date

By: _____

Cameron D. Benson
City Manager

Date

APPROVED AS TO
INSURANCE REQUIREMENTS:

APPROVED FOR LEGAL
SUFFICIENCY:

Melissa Negrón, Director
Human Resources/Risk Management

Date

Sonja K. Dickens
City Attorney

Date



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	September 9, 2015		Item Type: <small>(Enter X in box)</small>	Resolution	Ordinance		Other	
				X				
Fiscal Impact: <small>(Enter X in box)</small>	Yes	No	Ordinance Reading: <small>(Enter X in box)</small>	1st Reading		2nd Reading		
	X			Public Hearing: <small>(Enter X in box)</small>	Yes	No	Yes	No
			X		X			
Funding Source:	Community Development Block Grant (CDBG) Fund		Advertising Requirement: <small>(Enter X in box)</small>	Yes		No		
				X				
Contract/P.O. Required: <small>(Enter X in box)</small>	Yes	No	RFP/RFQ/Bid #:	N/A				
	X							
Strategic Plan Related <small>(Enter X in box)</small>	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: <small>(list the specific objective/strategy this item will address)</small>				
		X						
Sponsor Name	Cameron Benson, City Manager		Department:	Community Development				

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ALLOCATING FISCAL YEAR 2015-2016 COMMUNITY DEVELOPMENT BLOCK GRANT (“CDBG”) PUBLIC SERVICE FUNDS, IN THE AMOUNT OF TWELVE THOUSAND DOLLARS (\$12,000.00) TO MT. PISGAH SEVENTH DAY ADVENTIST CHURCH; AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY THAT CERTAIN SUBRECIPIENT AGREEMENT FOR THIS PURPOSE, ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Background:
Annually, the City of Miami Gardens sets aside Community Development Block Grant (CDBG) funds for

the provision of public services (also referred to as social services) to Miami Gardens' residents. U.S. HUD regulations allows for up to 15% of the City's annual CDBG allocation to be used for public service programs. The City's Department of Community Development makes these funds available to interested non-profit, community-based organizations applying through a formal Request for Proposal (RFP) process. For the 2015-16 fiscal year a total of \$150,096.00 (15% of annual CDBG allocation) is available in the Public Services category. This is nearly level funding from last year.

A RFP was made available on April 1, 2015. City staff held two (2) Technical Assistance (TA) Workshops on March 31, 2015 and April 9, 2015, at which approximately twenty (20) agencies were informed of the program guidelines and requirements. Additionally, a Pre-Proposal meeting was also held on April 9, 2015 where four (4) agencies attended and were given the opportunity to ask specific questions about the RFP.

Proposals were due on April 29, 2015 by 4:00 p.m. A total of twelve (12) proposals were submitted. Eight (8) high scoring agencies are being recommended to Council to receive funding for the 2015-2016 program year. They are as follows:

1. Carrfour Supporting Housing, Inc.	\$ 9,000.00
2. JPM Centre at Miami Gardens Drive, Inc.	\$ 17,600.00
3. Kristi House, Inc.	\$ 15,000.00
4. Mt. Pisgah Seventh Day Adventist Church	\$ 12,000.00
5. North Dade Youth & Family Coalition	\$ 10,500.00
6. Prosperity Social & Community Dev. Group, Inc.	\$ 10,000.00
7. Sunshine for All, Inc.	\$ 60,000.00
8. Switchboard of Miami	<u>\$ 15,996.00</u>
	\$150,096.00

Current Situation:

Below is a summary for each organization and their proposed program:

Carrfour Supportive Housing, Inc. was founded by the Greater Miami Chamber of Commerce in 1993 with a mission to confront homelessness by developing affordable housing and providing supportive services. They provide an afterschool and mentoring program for 40 formerly homeless families relocated to Del Prado Gardens, one of Carrfour's permanent supportive housing developments in Miami Gardens. Carrfour aftercare/mentoring program offers a comprehensive curriculum that includes a minimum of five core components; (1) literacy (2) physical activity and fitness (3) social skills – building (4) family involvement and (5) nutrition. Carrfour services are provided on site at the Del Prado Gardens daily from 3:30 p.m. to 7:30 p.m. and an all day activity one Saturday a month focusing on enhancing the community. The program was previously funded at \$9,000 in FY 2014-15 and to date has served as many as 42 youth. Staff is recommending continued funding at an equal level for FY 2015-16.

JPM Center at Miami Gardens Drive, Inc. is a non-profit, faith-based organization located in Miami Gardens that administers an after school program to low & moderate income youth who live in Miami Gardens. The program focuses on engaging youth during the after-school hours between 3-6 pm, Tuesday through Friday. It includes reading literacy, computer skills and athletic activities, as well as teaching self-esteem, effective communication skills, good decision making techniques, anger management, conflict resolution and technical skills; all which build strong, solid character and values, as they become adults. In addition, parents/guardians of participants receive training workshops on

positive parenting styles, discipline techniques and communication styles. The City has funded the program since 2008, and for FY 2014-15 awarded JPM \$14,600 to serve twenty-five (25) youth. The students participate in daily reading and math literacy exercises and as a result 83% of students have shown an improvement in their math skill and 91% have improved their reading skills. Staff is recommending continued funding of this program.

Kristi House Inc. is a non-profit organization that offers specialized and coordinated services for children who are victims of sexual abuse. Through the Kristi House program, clients will benefit from a healing environment for child victims of abuse and their families, regardless of income, through prevention, treatment and coordination of services with community partners. The City has previously funded this program in 2014-15 at \$12,500, which has served as many as 31 youth and their families at their North Office, located at 18841 NW 2 Avenue, over the contract period. The case coordinator provides comprehensive wrap-around services and therapist meet weekly with clients to provide mental health intervention services. As a result, 93% of cases closed successfully with families meeting the goals identified in their service plans. Seventy-five percent (75%) reported improved or stable behavioral and social function for their child. Staff is recommending continued funding of this program.

Mt. Pisgah Seventh-day Adventist Church is a faith-based, non-profit organization that provides programs that address issues facing low-income families such as food insecurity and sustainability. Located at 3340-50 NW 215th Street in Miami Gardens, Mt. Pisgah's Food Pantry has been in operation since 2005 and is open the 2nd and 4th Wednesday of every month from 2:30 p.m. – 4:30 p.m. In 2014 the Food Pantry distributed over 210,000 pounds of food to 6,320 families with over 27,180 individuals. In partnership with Feeding South Florida and Farm Share, who provide donated food and recovered produce for distribution, Mt. Pisgah is on target to serve over 6,500 households with a projected number of 27,796 persons who are at or below the poverty level in 2015. Without services provided by the food pantry to seniors, many of the seniors would likely experience hunger resulting in poor health and malnutrition. The City is currently funding this program at \$10,000 which has served 316 low-income seniors thus far this year. Staff is recommending continued funding at an increased amount of \$12,000.

North Dade Youth & Family Coalition (NDYFC) (aka Youth Violence Prevention Coalition) was established in 2006 following a wave of shooting deaths involving youth. Since its inception NDYFC has been the community catalyst for intake assessment, information and referrals to residents in need of support services living in the City of Miami Gardens. Since 2013, NDYFC has served 588 households through care coordination/wraparound services, community policing and positive youth development activities with successful results. Previously the City funded NDYFC's All 4 You Program in FY 2014-15. However this year NDYFC has proposed a new program, the NDYFC Network, which will provide wraparound care coordination services to school age youth, ages 5-18, who are identified as at-risk of frequent school absences, suspensions from school, failing academically and/or involved in violence and crime at home, school or in the community, with overall goals to improve academic performance and school attendance. NDYFC proposes to serve 50 youth throughout the program year.

Prosperity Social & Community Development Group, Inc. (PSCDG) is a non-profit organization founded in 2011 to provide literacy and job readiness skills to women and girls throughout Miami-Dade County. PSCDG proposes to implement an expanded version of their NOW (Needing Opportunities to Win) Project to the Miami Gardens community. The program will provide literacy, job training, financial literacy, career guidance, and support groups to both high school boys and girls, ages 15-21, who are dropouts, potential dropouts, unemployed, pregnant teens and re-entries from the corrections system. They will serve 60 youth from the City of Miami Gardens through their partnerships with both Norland

and Miami Carol City Senior High Schools and the Departments of Juvenile Justice and Corrections. Staff is recommending funding of this new organization and program to serve a currently unmet need in the community.

Sunshine For All, Inc. is a non-profit organization that delivers in-home meals to low & moderate income seniors and disabled persons who live in Miami Gardens. Eligible meal recipients receive one hot meal per day, five days a week, Monday through Friday. Meals are selected by a licensed and registered dietician in order to assure that they meet the recommended dietary allowances. Currently, Sunshine is serving 54 clients under the FY 2014-2015 contract in the amount of \$80,000. City staff is recommending continued funding of the program but at a reduced amount of \$60,000.

Switchboard of Miami, Inc. is a non-profit organization that provides crisis counseling and information and referral services to Miami-Dade County residents. Switchboard created the Seniors Never Alone Program (SNAP), a telephone reassurance service to individuals sixty-five (65) years of age or older, residing in Miami-Dade County, that live alone or are alone for the majority of the day. SNAP provides in-bound phone coverage 24 hours/7 days a week and out-bound case managed calls to seniors enrolled in the program. Seniors are assigned a Reassurance Specialist and, at a minimum, receive two (2) management calls per week. Because Switchboard houses the County's only comprehensive social services database, the clients have a built-in resource for additional assistance and referrals. The City is currently funding this program in the amount of \$12,877, serving a total of 66 seniors over the FY 2014-15 contract period. Staff is recommending continued support at an increased amount of \$15,996.

All clients served through these programs are Miami Gardens residents. Contract periods for service for all the above organizations will begin October 1, 2015 through September 30, 2016. Staff will monitor each organization throughout the contract period to ensure they comply with all Federal CDBG and City of Miami Gardens requirements.

A resolution is required in order to allocate CDBG Funds to the above organizations. Subsequent to Council approval of staff's recommendation, sub-recipient agreements will be executed between the City and the above referenced organizations in which the scope of services, performance deliverables, and funding distribution will be outlined.

Fiscal Impact:

The City FY 2015-16 award of CDBG grant is \$1,000,644. Fifteen (15%) percent of this allocation which is \$150,096 is available for Public Services expenses. The above allotment to the various agencies totaled to the amount that is within the budget in the Public Service category.

Proposed Action:

That the City Council approves the attached resolution.

Attachment:

- Public Services Scores & Summary Table
- Sub-recipient Agreement (FY 2015-2016)

RESOLUTION NO. 2015_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ALLOCATING FISCAL YEAR 2015-2016 COMMUNITY DEVELOPMENT BLOCK GRANT (“CDBG”) PUBLIC SERVICE FUNDS, IN THE AMOUNT OF TWELVE THOUSAND DOLLARS (\$12,000.00) TO MT. PISGAH SEVENTH DAY ADVENTIST CHURCH; AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY THAT CERTAIN SUBRECIPIENT AGREEMENT FOR THIS PURPOSE, ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, annually the City makes available Community Development Block Grant (“CDBG”) funds for the provision of public services to Miami Gardens residents, and

WHEREAS, these funds are made available to interested non-profit and community based organizations applying through a formal request for a proposal process, and

WHEREAS, this year, a total of One Hundred Fifty Thousand Ninety Six Dollars (\$150,096.00), is available for non-profit organizations under the public service category, and

WHEREAS, the City issued a RFP for the 2015-2016 year, Public Service Grant on April 1, 2015, and

WHEREAS, a total of twelve (12) proposals were submitted, and

WHEREAS, eight (8) of the highest scoring agencies are being recommended to the City Council to receive funding for the 2015-2016 program year, and

WHEREAS, Mt. Pisgah Seventh Day Adventist Church is a faith-based, non-profit organization that provides programming to address issues facing low-income families such as food insecurity and sustainability, and

33 WHEREAS, Mt. Pisgah operates a food pantry in the City, and

34 WHEREAS, City staff is recommending funding to Mt. Pisgah Seventh Day
35 Adventist Church, in the amount of Nine Thousand Five Hundred Dollars (\$12,000.00),
36 for the 2015-2016 program year,

37 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
38 OF MIAMI GARDENS, FLORIDA AS FOLLOWS:

39 Section 1: ADOPTION OF REPRESENTATIONS: The foregoing Whereas
40 paragraphs are hereby ratified and confirmed as being true, and the same are hereby
41 made a specific part of this Resolution.

42 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
43 hereby allocates Fiscal Year 2015-2016 Community Development Block Grant
44 ("CDBG") Public Service Funds, in the amount of Twelve Thousand Dollars
45 (\$12,000.00) to Mt. Pisgah Seventh Day Adventist Church; and authorizes the City
46 Manager and the City Clerk to execute and attest, respectively that certain Subrecipient
47 Agreement for this purpose, attached hereto as Exhibit "A".

48 Section 3: INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby
49 authorized to obtain two (2) fully executed copies of the subject Agreement with one to
50 be maintained by the City, and one to be delivered to Mt. Pisgah Seventh Day Adventist
51 Church.

52 Section 4: EFFECTIVE DATE: This Resolution shall take effect immediately
53 upon its final passage.

54 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI
55 GARDENS AT ITS REGULAR MEETING HELD ON _____, 2015.

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OLIVER GILBERT, III, MAYOR

ATTEST:

RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

SPONSORED BY: CAMERON D.BENSON, CITY MANAGER

Moved by: _____

VOTE: _____

Mayor Oliver Gilbert, III	_____ (Yes)	_____ (No)
Vice Mayor Felicia Robinson	_____ (Yes)	_____ (No)
Councilwoman Lillie Q. Odom	_____ (Yes)	_____ (No)
Councilman David Williams Jr	_____ (Yes)	_____ (No)
Councilwoman Lisa C. Davis	_____ (Yes)	_____ (No)
Councilman Rodney Harris	_____ (Yes)	_____ (No)
Councilman Erhabor Ighodaro, Ph.D.	_____ (Yes)	_____ (No)

**CITY OF MIAMI GARDENS, FLORIDA
COMMUNITY DEVELOPMENT BLOCK GRANT
PUBLIC SERVICES PROGRAM AGREEMENT**

THIS AGREEMENT (hereinafter the "Agreement") is entered into this 1st day of **October, 2015**, between the City of Miami Gardens, a municipal corporation of the State of Florida (hereinafter referred to as the "CITY") and _____, **Inc.**, a Florida not for profit corporation (hereinafter referred to as the "SUBRECIPIENT").

FUNDING SOURCE: Community Development Block Grant Funds
AMOUNT: _____
TERM OF THE AGREEMENT: October 1, 2015 through September 30, 2016
IDIS NUMBER: (to be completed by the City): _____

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

ARTICLE I

EXHIBITS AND DEFINITIONS

1.1 **EXHIBITS.** Attached hereto and forming a part of this Agreement are the following Exhibits:

- | | |
|-----------|---|
| Exhibit A | Corporate Resolution Authorizing Execution of this Agreement. |
| Exhibit B | Work Program |
| Exhibit C | Compensation and Budget Summary |
| Exhibit D | Certification Regarding Lobbying Form |
| Exhibit E | Certification Regarding Debarment, Suspension and other Responsibility Matters (Primary Covered Transactions Form). |
| Exhibit F | Crime Entity Affidavit |

1.2 DEFINED TERMS. As used herein the following terms shall mean:

Act or 24 CFR 570

Title I of the Housing and Community Development Act of 1974, as amended.

Agreement Records:

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

CDBG Program:

Community Development Block Grant Program.

CDBG Requirements:

The requirements contained in 24 CFR Part 570, Rule 9I of the Florida Administrative Code and as established by the City of Miami Gardens, Florida.

Department:

The City of Miami Gardens Department of Community Development.

Federal Award:

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

Low-and-Moderate

Income Person:

A member of a low- or moderate-income family whose income is within specific income levels set forth by U.S. HUD.

U.S. HUD or HUD:

The United States Department of Housing and Urban Development.

ARTICLE II
BASIC REQUIREMENTS

The following documents must be approved by the CITY and must be on file with the Department prior to the CITY'S execution of this Agreement:

- 2.1 The Work Program submitted by the SUBRECIPIENT to the CITY which shall become attached hereto as Exhibit B to this Agreement and shall include the following:
 - 2.1.1 The description section shall detail the activities to be carried out by the SUBRECIPIENT. It should specifically describe the activities to be carried out as a result of the expenditure of CDBG Funds. Where appropriate it should list measurable objectives, define the who, what, where and when of the project, and in general detail how these activities will ensure that the intended beneficiaries will be served.
 - 2.1.2 The schedule of activities and measurable objectives plays an essential role in the grant management system. The schedule should provide projected milestones and deadlines for the accomplishment of tasks in carrying out the Work Program. These projected milestones and deadlines are a basis for measuring actual progress during the term of this Agreement. These items shall be in sufficient detail to provide a sound basis for the CITY to effectively monitor performance by the SUBRECIPIENT under this Agreement.
- 2.2 The Budget Summary attached hereto as Exhibit C, which shall include: completion of the SUBRECIPIENT'S Itemized Budget, Cost Allocation, Budget Narrative, Staff Salaries Schedule and a copy of all subcontracts.
- 2.3 A list of the SUBRECIPIENT'S present officers and members of the Board (names, addresses and telephone numbers).
- 2.4 A list of key staff persons (with their titles) who will carry out the Work Program.
- 2.5 Completion of an Authorized Representative Statement.
- 2.6 Completion of a Statement of Accounting System.
- 2.7 A copy of the SUBRECIPIENT'S corporate personnel policies and procedures.
- 2.8 Job description and resumes for all positions funded in whole or in part under this Agreement.
- 2.9 A letter accepting the Office of Management and Budget ("OMB") Circular No.A-87 "Principles for Determining Costs Applicable to Grants and Agreements with State, Local and Federally recognized Indian Tribal Governments;" OMB Circular No. A-110,

Attachments “A” (Cash Depositories), “B” (Bonding and Insurance), “C” (Retention and Custodial Requirements for Records), “F” (Standards for Financial Management Systems), “H” (Monitoring and Reporting Progress Performance), “N” (Property Management Standards), and “O” (Procurement Standards); OMB Circular Nos. A-122 and A-21: “Cost Principles for Non-Profit Organizations and Cost Principles for Educational Institutions,” as modified by 24 CFR Section 570.502(a)(b); “Applicability of Uniform Administrative Requirements” of the CDBG Program Regulations Final Rule and Lead Based Paint Regulations 24 CFR Part 35.

- 2.10 Copy of the SUBRECIPIENT’S last federal income tax return (IRS Form 990).
- 2.11 The following corporate documents:
 - (i) Bylaws, resolutions, and incumbency certificates for the SUBRECIPIENT, certified by the SUBRECIPIENT’S Corporate Secretary, authorizing the consummation of the transactions contemplated hereby, all in a form satisfactory to the CITY.
- 2.12 ADA Certification.
- 2.13 Drug Free Certification.
- 2.14 All other documents reasonably required by the CITY.

ARTICLE III

TERMS AND PROCEDURES

3.1 CITY AUTHORIZATION:

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

3.2 EFFECTIVE DATE AND TERM:

This Agreement shall begin on October 1, 2015 and end on September 30, 2016.

3.3 OBLIGATIONS OF SUBRECIPIENT:

The SUBRECIPIENT shall carry out the services and activities as prescribed in its Work Program, which is attached and incorporated herein and made a part of this Agreement, in a manner that is lawful, and satisfactory to the CITY, and in accordance with the written policies, procedures, and requirements as prescribed in this Agreement, and as set forth by HUD and the CITY.

3.4 LEVEL OF SERVICE:

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

ARTICLE IV

CDBG FUNDING AND DISBURSEMENT REQUIREMENTS

4.1 COMPENSATION

The amount of compensation payable by the City to the Project Sponsor shall be based on the rates, schedules and conditions described in Exhibit "C" attached hereto, which by this reference is incorporated into this Agreement."

4.2 INSURANCE:

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

4.2.1 The SUBRECIPIENT shall provide the following coverage:

- (i) Commercial General Liability in an amount not less than \$300,000.00 per occurrence, \$1,000,000.00 aggregate, protecting the CITY and the SUBRECIPIENT against liability incidental to the use of, or resulting from an accident occurring on or about, its property.
- (ii) Automobile liability for all owned vehicles and for non-owned and hired automobiles in the amount of \$300,000 combined single limit for bodily and property damage and/or split limits in the amount of \$100,000/\$300,000 for bodily injury and \$100,000 for property damage.

- (iii) Workers' compensation insurance as required by the laws of the State of Florida.
 - (iv) Sexual Abuse coverage in an amount not less than \$1,000,000.00 per occurrence (Only required for those agencies providing services to and/or working with children under the age of 18.)
- 4.2.2 All such insurance shall insure the CITY as the primary additional insured. The SUBRECIPIENT shall be required to furnish evidence of any other insurance coverage the CITY may reasonably require during the term of this Agreement. All such policies shall require the insurance carrier to give the CITY at least 30 days prior written notice of termination, cancellation, expiration or modification, and all such policies shall be written by insurance companies satisfactory to the CITY.
- 4.2.3 Crime Policy (Employee Coverage) for all persons handling funds received or disbursed under this Agreement in an amount equal to or greater than one third (1/3) the amount of the grant of funds hereunder. The CITY shall be named as Loss Payee.
- 4.2.4 Compliance with the foregoing requirements shall not relieve the SUBRECIPIENT of its liability and obligations under this section or under any other section of this Agreement.
- 4.2.5 SUBRECIPIENT shall apply and obtain any other insurance coverage that the CITY may require for the execution of the Agreement.
- 4.2.6. SUBRECIPIENT shall indemnify, defend and hold harmless the City and its officials, employees and agents (collectively referred to as "Indemnities") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by this Agreement which is caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of SUBRECIPIENT or its employees, agents or subcontractors, or (ii) the failure of the SUBRECIPIENT to comply with any of the paragraphs herein or the failure of the SUBRECIPIENT to conform to statutes, ordinances, or other regulations or requirements of any

governmental authority, federal or state, in connection with the performance of this Agreement. SUBRECIPIENT expressly agrees to indemnify and hold harmless the Indemnities, or any of them, from and against all liabilities which may be asserted by an employee or former employee of SUBRECIPIENT, or any of its subcontractors, as provided above, for which the SUBRECIPIENT'S liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws.

4.3 FINANCIAL ACCOUNTABILITY:

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

4.4 RECAPTURE OF FUNDS:

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

4.5 CONTINGENCY CLAUSE:

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

ARTICLE V

AUDIT

5.1 As a necessary part of this Agreement, the SUBRECIPIENT shall adhere to the following audit requirements:

5.1.1 If the SUBRECIPIENT expends \$750,000 or more in the fiscal year in Federal awards it shall have a single audit or program specific audit conducted for that year. The audit shall be conducted in accordance with GAGAS and OMB Circular A-133. The audit shall determine whether the financial statements are

presented fairly in all material respects in conformity with generally accepted accounting principles.

In addition to the above requirements, the auditor shall perform procedures to obtain an understanding of internal controls and perform sufficient testing to ensure compliance with the procedures. Further the auditor shall determine whether the SUBRECIPIENT has complied with laws, regulations and the provisions of this Agreement.

A reporting package shall be submitted within the earlier of 30 days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period. The reporting package will include the certified financial statements and schedule of expenditures of Federal Awards; a summary schedule of prior audit findings; the auditor's report and the corrective action plan. The auditor's report shall include:

- a) an opinion (or disclaimer of opinion) as to whether the financial statements are presented fairly in all material respects in conformity with generally accepted principles and an opinion (or disclaimer of opinion) as to whether the schedule of expenditures of Federal Awards is presented fairly in all material respects in relation to the financial statements taken as a whole.
- b) a report on internal controls related to the financial statements and major programs. This report shall describe the scope of testing of internal controls and the results of the test, and, where applicable, refer to the separate schedule of findings and questioned costs.
- c) a report on compliance with laws, regulations, and the provisions of contracts and/or this Agreement, noncompliance with which could have a material effect on the financial statements. This report shall also include an opinion (or disclaimer of opinion) as to whether the SUBRECIPIENT complied with the laws, regulations, and the provisions of contracts and this Agreement which could have a direct and material effect on the program and, where applicable, refer to the separate schedule of findings and questioned costs.
- d) a schedule of findings and questioned cost which shall include the requirements of OMB Circular A-133.

5.1.2 If the SUBRECIPIENT expends less than \$750,000 in the fiscal year in Federal awards it is exempted from Federal audit requirements for that year and consequently the audit cost is not a reimbursable expense. The City, however,

may request the SUBRECIPIENT to have a limited scope audit for monitoring purposes. These limited scope audits will be paid for and arranged by the City and address only one or more of the following types of compliance requirements: activities allowed or unallowed; allowable costs/cost principles; eligibility; matching, level of effort, earmarking; and, reporting.

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

ARTICLE VI

RECORDS AND REPORTS

6.1 The SUBRECIPIENT shall establish and maintain sufficient records to enable the CITY to determine whether the SUBRECIPIENT has met the requirements of the CDBG Program.

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

6.1.1 Records providing a full description of each activity assisted (or being assisted) with CDBG Funds, including its location (if the activity has a geographical locus), the amount of CDBG Funds budgeted, obligated and expended for the activity, and the specific provision in 24 CFR Subpart C of the CDBG Program regulations under which the activity is eligible.

6.1.2 Records demonstrating that each activity undertaken meets one of the criteria set forth in 24 CFR 570.208 of the CDBG Program regulations. Where information on income by family size is required, the SUBRECIPIENT may substitute evidence establishing that the person assisted qualified under another program having income qualification criteria at least as restrictive as that used in the definitions of “low- and moderate-income person” and “low- and moderate-income household” as set forth in 24 CFR 570.3; or, the SUBRECIPIENT may substitute a copy of a verifiable certification from the assisted person that his or her family income does not exceed the applicable income limit established in accordance with 24 CFR 570.3; or, the SUBRECIPIENT may substitute a notice that the assisted person is a referral from any governmental agency that determines persons to be “low- and moderate-income persons” based upon

HUD's criteria and agrees to maintain documentation supporting those determinations. Such records shall include the following information:

- (i) For each activity determined to benefit low- and moderate-income persons, the income limits applied and the point in time when the benefit was determined.
- (ii) For each activity determined to benefit low- and moderate-income persons based on the area served by the activity:
 - (a) The boundaries of the service area;
 - (b) The income characteristics of families and unrelated individuals in the service area; and
 - (c) If the percent of low- and moderate-income persons in the service area is less than 51 percent, data showing that the area qualifies under the exception criteria set forth in 24 CFR 570.208(a)(1)(ii);
- (iii) For each activity determined to benefit low- and moderate-income persons because the activity involves a facility or service designed for use by a limited clientele consisting exclusively or predominantly of low- and moderate-income persons:
 - (a) Documentation establishing that the facility or service is designed for and used by elderly persons, severely disabled persons, battered spouses, abused children, the homeless, illiterate persons, persons living with AIDS, or migrant farm workers, for which the regulations provide presumptive benefit to low- and moderate-income persons; or
 - (b) Documentation describing how the nature and, if applicable, the location of the facility or service establishes that it is used predominantly by low- and moderate-income persons; or
 - (c) Data showing the size and annual income of the household of each person receiving the benefit.

6.1.3 Equal Opportunity Records containing:

- (i) Data on the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funded in whole or in part with CDBG Funds. Such information shall be used only as a

basis for further investigation relating to compliance with any requirement to attain or maintain any particular statistical measure by race, ethnicity, disability or gender in covered programs.

- (ii) Documentation of actions undertaken to meet the requirements of 24 CFR 570.607(b) which implements Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701U) relative to the hiring and training of low- and moderate-income persons and the use of local businesses.

6.1.4 Financial records, in accordance with the applicable requirements listed in 24 CFR 570.502.

6.1.5 Records required to be maintained in accordance with other applicable laws and regulations set forth in Subpart K of 24 CFR.

6.2 RETENTION AND ACCESSIBILITY OF RECORDS:

6.2.1 The Department shall have the authority to review the SUBRECIPIENT'S records, including Project and programmatic records and books of account, for a period of three (3) years from the expiration/termination of this Agreement (the "Retention Period"). All books of account and supporting documentation shall be kept by the SUBRECIPIENT at least until the expiration of the Retention Period. The SUBRECIPIENT shall maintain records sufficient to meet the requirements of 24 CFR 570. All records and reports required herein shall be retained and made accessible as provided thereunder. The SUBRECIPIENT further agrees to abide by Chapter 119, Florida Statutes, as the same may be amended from time to time, pertaining to public records.

The SUBRECIPIENT shall ensure that the Agreement Records shall be at all times subject to and available for full access and review, inspection and audit by the CITY, federal personnel and any other personnel duly authorized by the CITY.

6.2.2 The SUBRECIPIENT shall include in all the Department approved subcontracts used to engage subcontractors to carry out any eligible substantive project or programmatic activities, as such activities are described in this Agreement and defined by the Department, each of the record-keeping and audit requirements detailed in this Agreement. The Department shall in its sole discretion determine

when services are eligible substantive project and/or programmatic activities and subject to the audit and record-keeping requirements described in this Agreement

6.2.3 If the CITY or the SUBRECIPIENT has received or given notice of any kind indicating any threatened or pending litigation, claim or audit arising out of the activities pursuant to the project, the activities and/or the Work Program or under the terms of this Agreement, the Retention Period shall be extended until such time as the threatened or pending litigation, claim or audit is, in the sole and absolute discretion of the Department fully, completely and finally resolved.

6.2.4 The SUBRECIPIENT shall notify the Department in writing both during the pendency of this Agreement and after its expiration/termination as part of the final closeout procedure, of the address where all Agreement Records will be retained.

6.2.5 The SUBRECIPIENT shall obtain the prior written consent of the Department to the disposal of any Agreement Records within one year after the expiration of the Retention Period.

6.3 PROVISION OF RECORDS:

6.3.1 At any time upon request by the Department, the SUBRECIPIENT shall provide all Agreement Records to the Department. The requested Agreement Records shall become the property of the Department without restriction, reservation, or limitation on their use. The Department shall have unlimited rights to all books, articles, or other copyrightable materials developed in the performance of this Agreement. These rights include the right of royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use the Work Program for public purposes.

6.3.2 If the SUBRECIPIENT receives funds from, or is under regulatory control of, other governmental agencies, and those agencies issue monitoring reports, regulatory examinations, or other similar reports, the SUBRECIPIENT shall provide a copy of each such report and any follow-up communications and reports to the Department immediately upon such issuance, unless such disclosure would be prohibited by any such issuing agency.

6.4 MONITORING:

The SUBRECIPIENT shall permit the Department and other persons duly authorized by the Department to inspect all Agreement Records, facilities, goods, and activities of the SUBRECIPIENT which are in any way connected to the activities undertaken pursuant to the

terms of this Agreement, and/or interview any clients, employees, subcontractors or assignees of the SUBRECIPIENT. Following such inspection or interviews, the Department will deliver to the SUBRECIPIENT a report of its findings. The SUBRECIPIENT will rectify all deficiencies cited by the Department within the specified period of time set forth in the report or provide the Department with a reasonable justification for not correcting the same. The Department will determine in its sole and absolute discretion whether or not the SUBRECIPIENT'S justification is acceptable.

At the request of the CITY, the SUBRECIPIENT shall transmit to the CITY written statements of the SUBRECIPIENT's official policies on specified issues relating to the SUBRECIPIENT's activities. The CITY will carry out monitoring and evaluation activities, including visits and observations by CITY staff; the SUBRECIPIENT shall ensure the cooperation of its employees and its Board members in such efforts. Any inconsistent, incomplete, or inadequate information either received by the CITY or obtained through monitoring and evaluation by the CITY, shall constitute cause for the CITY to terminate this Agreement.

6.5 RELATED PARTIES:

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

ARTICLE VII

OTHER CDBG PROGRAM REQUIREMENTS

7.1 The SUBRECIPIENT shall maintain current documentation that its activities are CDBG eligible in accordance with 24 CFR Part 570.201.

7.2 The SUBRECIPIENT shall ensure and maintain documentation that conclusively demonstrates that each activity assisted in whole or in part with CDBG Funds is an activity which provides benefit to low and moderate-income persons.

7.3 The SUBRECIPIENT shall comply with all applicable provisions of 24 CFR Part 570 and shall carry out each activity in compliance with all applicable federal laws and regulations described therein.

7.4 The SUBRECIPIENT shall cooperate with the Department in informing the appropriate citizen participation structures, including the appropriate area committees, of the activities of the SUBRECIPIENT in adhering to the provisions of this Agreement. Representatives of the SUBRECIPIENT shall attend meetings of the appropriate committees and citizen participation structures upon the request of the citizen participation officers or the Department.

7.5 The SUBRECIPIENT shall, to the greatest possible, give low-and-moderate-income residents of the service area(s) opportunities for training and employment.

7.6 NON-DISCRIMINATION: The SUBRECIPIENT shall not discriminate on the basis of race, color, national origin, sex, religion, age, marital or family status or handicap in connection with the activities and/or the Work Program or its performance under this Agreement.

Furthermore, the SUBRECIPIENT agrees that no otherwise qualified individual shall, solely by reason of his/her race, sex, color, creed, national origin, age, marital status or handicap, be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

7.7 The SUBRECIPIENT shall carry out its Work Program in compliance with all federal laws and regulations, including those described in Subpart K of the CDBG Program regulations (24 CFR 570.600-612).

7.8 The SUBRECIPIENT and its subcontractors shall comply with the Davis-Bacon Act, the Lead-Based Paint Poisoning Prevention Act, and any other applicable laws, ordinances and regulations.

7.9 The SUBRECIPIENT shall abide by the Federal Labor Standards provisions of U.S. HUD Form 4010 incorporated herein as part of this Agreement.

7.10 UNIFORM ADMINISTRATIVE REQUIREMENTS. The SUBRECIPIENT shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations" and with the applicable requirements of 2 CFR Part 200 (the revised OMB Circular No. A-110).

7.11 RELIGIOUS ORGANIZATIONS/CONSTITUTIONAL PROHIBITION. If the SUBRECIPIENT is or was created by a religious organization, the SUBRECIPIENT agrees that all CDBG Funds disbursed under this Agreement shall be subject to the conditions, restrictions, and limitations of 24 CFR Part 570.200(j).

In accordance with the First Amendment of the United States Constitution, particularly regarding the relationship between church and State, as a general rule, CDBG assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities, as provided in 24 CFR Part 570.200(j). The SUBRECIPIENT shall comply with those requirements and prohibitions when entering into subcontracts.

7.12 REVERSION OF ASSETS. Upon expiration/termination of this Agreement, the SUBRECIPIENT must transfer to the CITY any CDBG Funds on hand at the time of expiration/termination and any accounts receivable attributable to the use of CDBG Funds.

7.13 ENFORCEMENT OF THIS AGREEMENT. Any violation of this Agreement that remains uncured thirty (30) days after the SUBRECIPIENT'S receipt of notice from the CITY (by certified or registered mail) of such violation may, at the option of the CITY, be addressed by an action for damages or equitable relief, or any other remedy provided at law or in equity. In addition to the remedies of the CITY set forth herein, if the SUBRECIPIENT materially fails to comply with the terms of this Agreement, the CITY may suspend or terminate this Agreement in accordance with 2 CFR Part 200.339, as set forth more fully below in Article IX of this Agreement.

7.14 The SUBRECIPIENT shall not assume the CITY's environmental responsibilities described at 24 CFR 570.604 of the CDBG Program regulations nor the CITY's responsibility for initiating the review process under Executive Order 12372.

ARTICLE VIII

PROGRAM INCOME

8.1 Program income means gross income received by the SUBRECIPIENT which has been directly generated from the use of the CDBG Funds. When such income is generated by an activity that is only partially assisted with the CDBG Funds, the income shall be prorated to reflect the percentage of CDBG Funds used. Program income generated by CDBG funded activities shall be used only to undertake those activities specifically approved by the CITY on and for the Work Program. All provisions of this Agreement shall apply to such activities. Any program income on hand when this Agreement expires/terminates or received after such expiration/termination shall be paid to the CITY, as required by 24 CFR 570.503(b)(7) of the CDBG Program regulations.

The SUBRECIPIENT shall submit to the CITY monthly a Program Income Report and a Work Program Status Report. The Program Income Report shall identify CDBG activities in which income was derived and how income has been utilized.

8.2 REPAYMENTS. Any interest or other return on the investment of the CDBG Funds shall be remitted to the CITY on a monthly basis. Any CDBG Funds funded to the SUBRECIPIENT that do not meet the eligibility requirements, as applicable, must be repaid to the CITY.

ARTICLE IX

REMEDIES, SUSPENSION, TERMINATION

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

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

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

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

9.2 SUSPENSION:

- 9.2.1 The Department may, for reasonable cause temporarily suspend the SUBRECIPIENT'S operations and authority to obligate funds under this Agreement or withhold payments to the SUBRECIPIENT pending necessary corrective action by the SUBRECIPIENT, or both. Reasonable cause shall be

determined by the Department in its sole and absolute discretion, and may include:

- (i) Ineffective or improper use of the CDBG Funds by the SUBRECIPIENT;
- (ii) Failure by the SUBRECIPIENT to materially comply with any term or provision of this Agreement;
- (iii) Failure by the SUBRECIPIENT to submit any documents required by this Agreement; or
- (iv) The SUBRECIPIENT'S submittal of incorrect or incomplete documents.

9.2.2 The Department may at any time suspend the SUBRECIPIENT'S authority to obligate funds, withhold payments, or both.

9.2.3 The actions described in paragraphs 9.2.1 and 9.2.2 above may be applied to all or any part of the activities funded by this Agreement.

9.2.4 The Department will notify the SUBRECIPIENT in writing of any action taken pursuant to this Article, by certified mail, return receipt requested, or by in person delivery with proof of delivery. The notification will include the reason(s) for such action, any conditions relating to the action taken, and the necessary corrective action(s).

9.3 TERMINATION:

9.3.1 Termination Because of Lack of Funds.

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

9.3.2 Termination for Breach.

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

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

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

ARTICLE X

MISCELLANEOUS PROVISIONS

10.1 **INDEMNIFICATION**. The SUBRECIPIENT shall pay and save the CITY harmless from and against any and all claims, liabilities, losses, and causes of action which may arise out of the SUBRECIPIENT'S activities related to the Work Program or otherwise under this Agreement, including all acts or omissions to act on the part of the SUBRECIPIENT and/or any persons acting for or on its behalf, and from and against any relevant orders, judgments, or decrees which may be entered against the CITY, and from and against all costs, attorney's fees, expenses, and liabilities incurred by the CITY in the defense or investigation of any such claims or other matters.

10.2 **AMENDMENTS**. No amendments to this Agreement shall be binding unless in writing and signed by both parties hereto. Budget modifications shall be approved by the Department in writing.

10.3 **OWNERSHIP OF DOCUMENTS**. All documents developed by the SUBRECIPIENT under this Agreement shall be delivered to the CITY upon completion of the activities required pursuant to this Agreement and shall become the property of the CITY, without restriction or limitation on their use if requested by the City. The SUBRECIPIENT agrees that all documents

maintained and generated pursuant to this Agreement shall be subject to all provisions of the Public Records Law, Chapter 119, Florida Statutes.

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

10.4 AWARD OF AGREEMENT. The SUBRECIPIENT warrants that it has not employed or retained any person employed by the CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person employed by the CITY any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of this Agreement.

10.5 NON-DELEGABILITY. The obligations undertaken by the SUBRECIPIENT pursuant to this Agreement shall not be delegated or assigned to any other person or firm, in whole or in part, without the CITY'S prior written consent which may be granted or withheld in the CITY'S sole discretion.

10.6 CONSTRUCTION OF AGREEMENT. This Agreement shall be construed and enforced according to the laws of the State of Florida.

10.7 CONFLICT OF INTEREST.

10.7.1 The SUBRECIPIENT covenants that no person under its employ who presently exercises any functions or responsibilities in connection with CDBG Program funded activities has any personal financial interest, direct or indirect, in this Agreement. The SUBRECIPIENT further covenants that, in the performance of this Agreement, no person having such a conflicting interest shall be employed. Any such interest on the part of the SUBRECIPIENT or its employees must be disclosed in writing to the CITY.

10.7.2 The SUBRECIPIENT is aware of the conflict of interest laws of the City of Miami Gardens (Dade County Code Section 2-11-1) and the State of Florida (Chapter 112, Florida Statutes), and agrees that it shall comply in all respects with the terms of the same.

10.7.3 Procurement. The SUBRECIPIENT shall comply with the standards contained within OMB Circular No. A-110.

10.7.4 In all other cases, the SUBRECIPIENT shall comply with the standards contained within 24 CFR 570.611

10.8 NO OBLIGATION TO RENEW. Upon expiration of the term of this Agreement, the SUBRECIPIENT agrees and understands that the CITY has no obligation to renew this Agreement.

10.9 ENTIRE AGREEMENT:

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

10.10 GENERAL CONDITIONS.

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

CITY OF MIAMI GARDENS

Laurin Yoder
Department of Community Development
18605 N.W. 27th Avenue
Miami Gardens, Florida 33056

SUBRECIPIENT

10.10.2 Title and paragraph headings are for convenient reference and are not a part of this Agreement.

10.10.3 In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall control.

10.10.4 No waiver of breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

10.10.5 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid,

illegal or otherwise unenforceable under the laws of the State of Florida or the City of Miami Gardens, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severed, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

10.11 INDEPENDENT CONTRACTOR. THE SUBRECIPIENT and its employees and agents shall be deemed to be independent contractors and not agents or employees of the CITY, and shall not attain any rights or benefits under the Civil Service or Pension Ordinances of the CITY or any rights generally afforded classified or unclassified employees; further, they shall not be deemed entitled to the Florida Worker's Compensation benefits as employees of the CITY.

10.12 SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the parties hereto, and their respective heirs, executors, legal representatives, successors, and assigns.

10.13 SUBRECIPIENT CERTIFICATION. The SUBRECIPIENT certifies that it possesses the legal authority to enter into this Agreement pursuant to authority that has been duly adopted or passed as an official act of the SUBRECIPIENT'S governing body, authorizing the execution of the Agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the SUBRECIPIENT to act in connection with this Agreement and to provide such information as may be required.

10.14 COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAWS. To the extent required by law, the SUBRECIPIENT shall comply with the public records laws in accordance with Chapter 119, Florida Statutes. Specifically, the SUBRECIPIENT agrees to comply with Section 119.0701, Florida Statutes. Public records shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency, as defined in Section 119.011, Florida Statutes, as amended. The City shall make the sole determination of which records, if any, are exempt from inspection.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

SUBRECIPIENT

a Florida not-for-profit corporation

ATTEST:

Corporate Secretary

Date

By: _____

Name:

Date

Title:

SEAL

CITY OF MIAMI GARDENS, a municipal Corporation of the State of Florida

ATTEST:

Ronetta Taylor, MMC
City Clerk

Date

By: _____

Cameron D. Benson
City Manager

Date

APPROVED AS TO
INSURANCE REQUIREMENTS:

APPROVED FOR LEGAL
SUFFICIENCY:

Melissa Negrón, Director
Human Resources/Risk Management

Date

Sonja K. Dickens
City Attorney

Date



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	September 9, 2015		Item Type:	Resolution	Ordinance	Other		
			<i>(Enter X in box)</i>	X				
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>		1st Reading		2nd Reading	
	X		Public Hearing: <i>(Enter X in box)</i>		Yes	No	Yes	No
					X			
Funding Source:	Community Development Block Grant (CDBG) Fund		Advertising Requirement: <i>(Enter X in box)</i>		Yes		No	
					X			
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid #:		N/A			
	X							
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area:		Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
		X						Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communication <input type="checkbox"/>
Sponsor Name	Cameron Benson, City Manager		Department:		Community Development			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ALLOCATING FISCAL YEAR 2015-2016 COMMUNITY DEVELOPMENT BLOCK GRANT (“CDBG”) PUBLIC SERVICE FUNDS IN THE AMOUNT OF TEN THOUSAND, FVE HUNDRED DOLLARS (\$10,500.00) TO NORTH DADE YOUTH & FAMILY COALITION (nsyfc); AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY THAT CERTAIN SUBRECIPIENT AGREEMENT FOR THIS PURPOSE, ATTACHED HERETO AS EXHIBIT “A”; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Background:

Annually, the City of Miami Gardens sets aside Community Development Block Grant (CDBG) funds for

the provision of public services (also referred to as social services) to Miami Gardens' residents. U.S. HUD regulations allows for up to 15% of the City's annual CDBG allocation to be used for public service programs. The City's Department of Community Development makes these funds available to interested non-profit, community-based organizations applying through a formal Request for Proposal (RFP) process. For the 2015-16 fiscal year a total of \$150,096.00 (15% of annual CDBG allocation) is available in the Public Services category. This is nearly level funding from last year.

A RFP was made available on April 1, 2015. City staff held two (2) Technical Assistance (TA) Workshops on March 31, 2015 and April 9, 2015, at which approximately twenty (20) agencies were informed of the program guidelines and requirements. Additionally, a Pre-Proposal meeting was also held on April 9, 2015 where four (4) agencies attended and were given the opportunity to ask specific questions about the RFP.

Proposals were due on April 29, 2015 by 4:00 p.m. A total of twelve (12) proposals were submitted. Eight (8) high scoring agencies are being recommended to Council to receive funding for the 2015-2016 program year. They are as follows:

1. Carrfour Supporting Housing, Inc.	\$ 9,000.00
2. JPM Centre at Miami Gardens Drive, Inc.	\$ 17,600.00
3. Kristi House, Inc.	\$ 15,000.00
4. Mt. Pisgah Seventh Day Adventist Church	\$ 12,000.00
5. North Dade Youth & Family Coalition	\$ 10,500.00
6. Prosperity Social & Community Dev. Group, Inc.	\$ 10,000.00
7. Sunshine for All, Inc.	\$ 60,000.00
8. Switchboard of Miami	<u>\$ 15,996.00</u>
	\$150,096.00

Current Situation:

Below is a summary for each organization and their proposed program:

Carrfour Supportive Housing, Inc. was founded by the Greater Miami Chamber of Commerce in 1993 with a mission to confront homelessness by developing affordable housing and providing supportive services. They provide an afterschool and mentoring program for 40 formerly homeless families relocated to Del Prado Gardens, one of Carrfour's permanent supportive housing developments in Miami Gardens. Carrfour aftercare/mentoring program offers a comprehensive curriculum that includes a minimum of five core components; (1) literacy (2) physical activity and fitness (3) social skills – building (4) family involvement and (5) nutrition. Carrfour services are provided on site at the Del Prado Gardens daily from 3:30 p.m. to 7:30 p.m. and an all day activity one Saturday a month focusing on enhancing the community. The program was previously funded at \$9,000 in FY 2014-15 and to date has served as many as 42 youth. Staff is recommending continued funding at an equal level for FY 2015-16.

JPM Center at Miami Gardens Drive, Inc. is a non-profit, faith-based organization located in Miami Gardens that administers an after school program to low & moderate income youth who live in Miami Gardens. The program focuses on engaging youth during the after-school hours between 3-6 pm, Tuesday through Friday. It includes reading literacy, computer skills and athletic activities, as well as teaching self-esteem, effective communication skills, good decision making techniques, anger management, conflict resolution and technical skills; all which build strong, solid character and values, as they become adults. In addition, parents/guardians of participants receive training workshops on

positive parenting styles, discipline techniques and communication styles. The City has funded the program since 2008, and for FY 2014-15 awarded JPM \$14,600 to serve twenty-five (25) youth. The students participate in daily reading and math literacy exercises and as a result 83% of students have shown an improvement in their math skill and 91% have improved their reading skills. Staff is recommending continued funding of this program.

Kristi House Inc. is a non-profit organization that offers specialized and coordinated services for children who are victims of sexual abuse. Through the Kristi House program, clients will benefit from a healing environment for child victims of abuse and their families, regardless of income, through prevention, treatment and coordination of services with community partners. The City has previously funded this program in 2014-15 at \$12,500, which has served as many as 31 youth and their families at their North Office, located at 18841 NW 2 Avenue, over the contract period. The case coordinator provides comprehensive wrap-around services and therapist meet weekly with clients to provide mental health intervention services. As a result, 93% of cases closed successfully with families meeting the goals identified in their service plans. Seventy-five percent (75%) reported improved or stable behavioral and social function for their child. Staff is recommending continued funding of this program.

Mt. Pisgah Seventh-day Adventist Church is a faith-based, non-profit organization that provides programs that address issues facing low-income families such as food insecurity and sustainability. Located at 3340-50 NW 215th Street in Miami Gardens, Mt. Pisgah's Food Pantry has been in operation since 2005 and is open the 2nd and 4th Wednesday of every month from 2:30 p.m. – 4:30 p.m. In 2014 the Food Pantry distributed over 210,000 pounds of food to 6,320 families with over 27,180 individuals. In partnership with Feeding South Florida and Farm Share, who provide donated food and recovered produce for distribution, Mt. Pisgah is on target to serve over 6,500 households with a projected number of 27,796 persons who are at or below the poverty level in 2015. Without services provided by the food pantry to seniors, many of the seniors would likely experience hunger resulting in poor health and malnutrition. The City is currently funding this program at \$10,000 which has served 316 low-income seniors thus far this year. Staff is recommending continued funding at an increased amount of \$12,000.

North Dade Youth & Family Coalition (NDYFC) (aka Youth Violence Prevention Coalition) was established in 2006 following a wave of shooting deaths involving youth. Since its inception NDYFC has been the community catalyst for intake assessment, information and referrals to residents in need of support services living in the City of Miami Gardens. Since 2013, NDYFC has served 588 households through care coordination/wraparound services, community policing and positive youth development activities with successful results. Previously the City funded NDYFC's All 4 You Program in FY 2014-15. However this year NDYFC has proposed a new program, the NDYFC Network, which will provide wraparound care coordination services to school age youth, ages 5-18, who are identified as at-risk of frequent school absences, suspensions from school, failing academically and/or involved in violence and crime at home, school or in the community, with overall goals to improve academic performance and school attendance. NDYFC proposes to serve 50 youth throughout the program year.

Prosperity Social & Community Development Group, Inc. (PSCDG) is a non-profit organization founded in 2011 to provide literacy and job readiness skills to women and girls throughout Miami-Dade County. PSCDG proposes to implement an expanded version of their NOW (Needing Opportunities to Win) Project to the Miami Gardens community. The program will provide literacy, job training, financial literacy, career guidance, and support groups to both high school boys and girls, ages 15-21, who are dropouts, potential dropouts, unemployed, pregnant teens and re-entries from the corrections system. They will serve 60 youth from the City of Miami Gardens through their partnerships with both Norland

and Miami Carol City Senior High Schools and the Departments of Juvenile Justice and Corrections. Staff is recommending funding of this new organization and program to serve a currently unmet need in the community.

Sunshine For All, Inc. is a non-profit organization that delivers in-home meals to low & moderate income seniors and disabled persons who live in Miami Gardens. Eligible meal recipients receive one hot meal per day, five days a week, Monday through Friday. Meals are selected by a licensed and registered dietician in order to assure that they meet the recommended dietary allowances. Currently, Sunshine is serving 54 clients under the FY 2014-2015 contract in the amount of \$80,000. City staff is recommending continued funding of the program but at a reduced amount of \$60,000.

Switchboard of Miami, Inc. is a non-profit organization that provides crisis counseling and information and referral services to Miami-Dade County residents. Switchboard created the Seniors Never Alone Program (SNAP), a telephone reassurance service to individuals sixty-five (65) years of age or older, residing in Miami-Dade County, that live alone or are alone for the majority of the day. SNAP provides in-bound phone coverage 24 hours/7 days a week and out-bound case managed calls to seniors enrolled in the program. Seniors are assigned a Reassurance Specialist and, at a minimum, receive two (2) management calls per week. Because Switchboard houses the County's only comprehensive social services database, the clients have a built-in resource for additional assistance and referrals. The City is currently funding this program in the amount of \$12,877, serving a total of 66 seniors over the FY 2014-15 contract period. Staff is recommending continued support at an increased amount of \$15,996.

All clients served through these programs are Miami Gardens residents. Contract periods for service for all the above organizations will begin October 1, 2015 through September 30, 2016. Staff will monitor each organization throughout the contract period to ensure they comply with all Federal CDBG and City of Miami Gardens requirements.

A resolution is required in order to allocate CDBG Funds to the above organizations. Subsequent to Council approval of staff's recommendation, sub-recipient agreements will be executed between the City and the above referenced organizations in which the scope of services, performance deliverables, and funding distribution will be outlined.

Fiscal Impact:

The City FY 2015-16 award of CDBG grant is \$1,000,644. Fifteen (15%) percent of this allocation which is \$150,096 is available for Public Services expenses. The above allotment to the various agencies totaled to the amount that is within the budget in the Public Service category.

Proposed Action:

That the City Council approves the attached resolution.

Attachment:

- Public Services Scores & Summary Table
- Sub-recipient Agreement (FY 2015-2016)

RESOLUTION NO. 2015_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ALLOCATING FISCAL YEAR 2015-2016 COMMUNITY DEVELOPMENT BLOCK GRANT (“CDBG”) PUBLIC SERVICE FUNDS, IN THE AMOUNT OF TEN THOUSAND, FIVE HUNDRED DOLLARS (\$10,500.00) TO NORTH DADE YOUTH & FAMILY COALITION (NDYFC); AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY THAT CERTAIN SUBRECIPIENT AGREEMENT FOR THIS PURPOSE, ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, annually the City makes available Community Development Block Grant (“CDBG”) funds for the provision of public services to Miami Gardens residents, and

WHEREAS, these funds are made available to interested non-profit and community based organizations applying through a formal request for a proposal process, and

WHEREAS, this year, a total of One Hundred Fifty Thousand Ninety Six Dollars (\$150,096.00), is available for non-profit organizations under the public service category, and

WHEREAS, the City issued a RFP for the 2015-2016 year, Public Service Grant on April 1, 2015, and

WHEREAS, a total of twelve (12) proposals were submitted, and

WHEREAS, eight (8) of the highest scoring agencies are being recommended to the City Council to receive funding for the 2015-2016 program year, and

WHEREAS, North Dade Youth & Family Coalition (NDYFC), will provide wraparound care coordination services to school age youth, ages 5-18, who are

33 identified as at-risk of frequent school absences, suspensions from school, failing
34 academically and/or involved in violence and crime at home, and

35 WHEREAS, City staff is recommending funding to the North Dade Youth &
36 Family Coalition, in the amount of Nine Thousand Five Hundred Dollars (\$10,500.00),
37 for the 2015-2016 program year,

38 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
39 OF MIAMI GARDENS, FLORIDA AS FOLLOWS:

40 Section 1: ADOPTION OF REPRESENTATIONS: The foregoing Whereas
41 paragraphs are hereby ratified and confirmed as being true, and the same are hereby
42 made a specific part of this Resolution.

43 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
44 hereby allocates Fiscal Year 2015-2016 Community Development Block Grant
45 ("CDBG") Public Service Funds, in the amount of Ten Thousand, Five Hundred Dollars
46 (\$10,500.00) to North Dade Youth & Family Coalition (NDYFC); and authorizes the City
47 Manager and the City Clerk to execute and attest, respectively that certain Subrecipient
48 Agreement for this purpose, attached hereto as Exhibit "A".

49 Section 3: INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby
50 authorized to obtain two (2) fully executed copies of the subject Agreement with one to
51 be maintained by the City, and one to be delivered to North Dade Youth & Family
52 Coalition (NDYFC).

53 Section 4: EFFECTIVE DATE: This Resolution shall take effect immediately
54 upon its final passage.

55 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI
56 GARDENS AT ITS REGULAR MEETING HELD ON _____, 2015.

57

58

59

OLIVER GILBERT, III, MAYOR

60

61

62 **ATTEST:**

63

64

65

66 _____
RONETTA TAYLOR, MMC, CITY CLERK

67

68

69 PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

70

71

72 SPONSORED BY: CAMERON D.BENSON, CITY MANAGER

73

74 Moved by: _____

75

76 **VOTE:** _____

77

78 Mayor Oliver Gilbert, III _____ (Yes) _____ (No)

79 Vice Mayor Felicia Robinson _____ (Yes) _____ (No)

80 Councilwoman Lillie Q. Odom _____ (Yes) _____ (No)

81 Councilman David Williams Jr _____ (Yes) _____ (No)

82 Councilwoman Lisa C. Davis _____ (Yes) _____ (No)

83 Councilman Rodney Harris _____ (Yes) _____ (No)

84 Councilman Erhabor Ighodaro, Ph.D. _____ (Yes) _____ (No)

85

**CITY OF MIAMI GARDENS, FLORIDA
COMMUNITY DEVELOPMENT BLOCK GRANT
PUBLIC SERVICES PROGRAM AGREEMENT**

THIS AGREEMENT (hereinafter the “Agreement”) is entered into this 1st day of **October, 2015**, between the City of Miami Gardens, a municipal corporation of the State of Florida (hereinafter referred to as the “CITY”) and _____, **Inc.**, a Florida not for profit corporation (hereinafter referred to as the “SUBRECIPIENT”).

FUNDING SOURCE: Community Development Block Grant Funds
AMOUNT: _____
TERM OF THE AGREEMENT: October 1, 2015 through September 30, 2016
IDIS NUMBER: (to be completed by the City): _____

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

ARTICLE I

EXHIBITS AND DEFINITIONS

1.1 **EXHIBITS.** Attached hereto and forming a part of this Agreement are the following Exhibits:

- | | |
|-----------|---|
| Exhibit A | Corporate Resolution Authorizing Execution of this Agreement. |
| Exhibit B | Work Program |
| Exhibit C | Compensation and Budget Summary |
| Exhibit D | Certification Regarding Lobbying Form |
| Exhibit E | Certification Regarding Debarment, Suspension and other Responsibility Matters (Primary Covered Transactions Form). |
| Exhibit F | Crime Entity Affidavit |

1.2 DEFINED TERMS. As used herein the following terms shall mean:

Act or 24 CFR 570

Title I of the Housing and Community Development Act of 1974, as amended.

Agreement Records:

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

CDBG Program:

Community Development Block Grant Program.

CDBG Requirements:

The requirements contained in 24 CFR Part 570, Rule 9I of the Florida Administrative Code and as established by the City of Miami Gardens, Florida.

Department:

The City of Miami Gardens Department of Community Development.

Federal Award:

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

Low-and-Moderate

Income Person:

A member of a low- or moderate-income family whose income is within specific income levels set forth by U.S. HUD.

U.S. HUD or HUD:

The United States Department of Housing and Urban Development.

ARTICLE II
BASIC REQUIREMENTS

The following documents must be approved by the CITY and must be on file with the Department prior to the CITY'S execution of this Agreement:

- 2.1 The Work Program submitted by the SUBRECIPIENT to the CITY which shall become attached hereto as Exhibit B to this Agreement and shall include the following:
 - 2.1.1 The description section shall detail the activities to be carried out by the SUBRECIPIENT. It should specifically describe the activities to be carried out as a result of the expenditure of CDBG Funds. Where appropriate it should list measurable objectives, define the who, what, where and when of the project, and in general detail how these activities will ensure that the intended beneficiaries will be served.
 - 2.1.2 The schedule of activities and measurable objectives plays an essential role in the grant management system. The schedule should provide projected milestones and deadlines for the accomplishment of tasks in carrying out the Work Program. These projected milestones and deadlines are a basis for measuring actual progress during the term of this Agreement. These items shall be in sufficient detail to provide a sound basis for the CITY to effectively monitor performance by the SUBRECIPIENT under this Agreement.
- 2.2 The Budget Summary attached hereto as Exhibit C, which shall include: completion of the SUBRECIPIENT'S Itemized Budget, Cost Allocation, Budget Narrative, Staff Salaries Schedule and a copy of all subcontracts.
- 2.3 A list of the SUBRECIPIENT'S present officers and members of the Board (names, addresses and telephone numbers).
- 2.4 A list of key staff persons (with their titles) who will carry out the Work Program.
- 2.5 Completion of an Authorized Representative Statement.
- 2.6 Completion of a Statement of Accounting System.
- 2.7 A copy of the SUBRECIPIENT'S corporate personnel policies and procedures.
- 2.8 Job description and resumes for all positions funded in whole or in part under this Agreement.
- 2.9 A letter accepting the Office of Management and Budget ("OMB") Circular No.A-87 "Principles for Determining Costs Applicable to Grants and Agreements with State, Local and Federally recognized Indian Tribal Governments;" OMB Circular No. A-110,

Attachments “A” (Cash Depositories), “B” (Bonding and Insurance), “C” (Retention and Custodial Requirements for Records), “F” (Standards for Financial Management Systems), “H” (Monitoring and Reporting Progress Performance), “N” (Property Management Standards), and “O” (Procurement Standards); OMB Circular Nos. A-122 and A-21: “Cost Principles for Non-Profit Organizations and Cost Principles for Educational Institutions,” as modified by 24 CFR Section 570.502(a)(b); “Applicability of Uniform Administrative Requirements” of the CDBG Program Regulations Final Rule and Lead Based Paint Regulations 24 CFR Part 35.

- 2.10 Copy of the SUBRECIPIENT’S last federal income tax return (IRS Form 990).
- 2.11 The following corporate documents:
 - (i) Bylaws, resolutions, and incumbency certificates for the SUBRECIPIENT, certified by the SUBRECIPIENT’S Corporate Secretary, authorizing the consummation of the transactions contemplated hereby, all in a form satisfactory to the CITY.
- 2.12 ADA Certification.
- 2.13 Drug Free Certification.
- 2.14 All other documents reasonably required by the CITY.

ARTICLE III

TERMS AND PROCEDURES

3.1 CITY AUTHORIZATION:

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

3.2 EFFECTIVE DATE AND TERM:

This Agreement shall begin on **October 1, 2015 and end on September 30, 2016**.

3.3 OBLIGATIONS OF SUBRECIPIENT:

The SUBRECIPIENT shall carry out the services and activities as prescribed in its Work Program, which is attached and incorporated herein and made a part of this Agreement, in a manner that is lawful, and satisfactory to the CITY, and in accordance with the written policies, procedures, and requirements as prescribed in this Agreement, and as set forth by HUD and the CITY.

3.4 LEVEL OF SERVICE:

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

ARTICLE IV

CDBG FUNDING AND DISBURSEMENT REQUIREMENTS

4.1 COMPENSATION

The amount of compensation payable by the City to the Project Sponsor shall be based on the rates, schedules and conditions described in Exhibit "C" attached hereto, which by this reference is incorporated into this Agreement."

4.2 INSURANCE:

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

4.2.1 The SUBRECIPIENT shall provide the following coverage:

- (i) Commercial General Liability in an amount not less than \$300,000.00 per occurrence, \$1,000,000.00 aggregate, protecting the CITY and the SUBRECIPIENT against liability incidental to the use of, or resulting from an accident occurring on or about, its property.
- (ii) Automobile liability for all owned vehicles and for non-owned and hired automobiles in the amount of \$300,000 combined single limit for bodily and property damage and/or split limits in the amount of \$100,000/\$300,000 for bodily injury and \$100,000 for property damage.

- (iii) Workers' compensation insurance as required by the laws of the State of Florida.
 - (iv) Sexual Abuse coverage in an amount not less than \$1,000,000.00 per occurrence (Only required for those agencies providing services to and/or working with children under the age of 18.)
- 4.2.2 All such insurance shall insure the CITY as the primary additional insured. The SUBRECIPIENT shall be required to furnish evidence of any other insurance coverage the CITY may reasonably require during the term of this Agreement. All such policies shall require the insurance carrier to give the CITY at least 30 days prior written notice of termination, cancellation, expiration or modification, and all such policies shall be written by insurance companies satisfactory to the CITY.
- 4.2.3 Crime Policy (Employee Coverage) for all persons handling funds received or disbursed under this Agreement in an amount equal to or greater than one third (1/3) the amount of the grant of funds hereunder. The CITY shall be named as Loss Payee.
- 4.2.4 Compliance with the foregoing requirements shall not relieve the SUBRECIPIENT of its liability and obligations under this section or under any other section of this Agreement.
- 4.2.5 SUBRECIPIENT shall apply and obtain any other insurance coverage that the CITY may require for the execution of the Agreement.
- 4.2.6. SUBRECIPIENT shall indemnify, defend and hold harmless the City and its officials, employees and agents (collectively referred to as "Indemnities") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by this Agreement which is caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of SUBRECIPIENT or its employees, agents or subcontractors, or (ii) the failure of the SUBRECIPIENT to comply with any of the paragraphs herein or the failure of the SUBRECIPIENT to conform to statutes, ordinances, or other regulations or requirements of any

governmental authority, federal or state, in connection with the performance of this Agreement. SUBRECIPIENT expressly agrees to indemnify and hold harmless the Indemnities, or any of them, from and against all liabilities which may be asserted by an employee or former employee of SUBRECIPIENT, or any of its subcontractors, as provided above, for which the SUBRECIPIENT'S liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws.

4.3 FINANCIAL ACCOUNTABILITY:

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

4.4 RECAPTURE OF FUNDS:

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

4.5 CONTINGENCY CLAUSE:

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

ARTICLE V

AUDIT

5.1 As a necessary part of this Agreement, the SUBRECIPIENT shall adhere to the following audit requirements:

5.1.1 If the SUBRECIPIENT expends \$750,000 or more in the fiscal year in Federal awards it shall have a single audit or program specific audit conducted for that year. The audit shall be conducted in accordance with GAGAS and OMB Circular A-133. The audit shall determine whether the financial statements are

presented fairly in all material respects in conformity with generally accepted accounting principles.

In addition to the above requirements, the auditor shall perform procedures to obtain an understanding of internal controls and perform sufficient testing to ensure compliance with the procedures. Further the auditor shall determine whether the SUBRECIPIENT has complied with laws, regulations and the provisions of this Agreement.

A reporting package shall be submitted within the earlier of 30 days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period. The reporting package will include the certified financial statements and schedule of expenditures of Federal Awards; a summary schedule of prior audit findings; the auditor's report and the corrective action plan. The auditor's report shall include:

- a) an opinion (or disclaimer of opinion) as to whether the financial statements are presented fairly in all material respects in conformity with generally accepted principles and an opinion (or disclaimer of opinion) as to whether the schedule of expenditures of Federal Awards is presented fairly in all material respects in relation to the financial statements taken as a whole.
- b) a report on internal controls related to the financial statements and major programs. This report shall describe the scope of testing of internal controls and the results of the test, and, where applicable, refer to the separate schedule of findings and questioned costs.
- c) a report on compliance with laws, regulations, and the provisions of contracts and/or this Agreement, noncompliance with which could have a material effect on the financial statements. This report shall also include an opinion (or disclaimer of opinion) as to whether the SUBRECIPIENT complied with the laws, regulations, and the provisions of contracts and this Agreement which could have a direct and material effect on the program and, where applicable, refer to the separate schedule of findings and questioned costs.
- d) a schedule of findings and questioned cost which shall include the requirements of OMB Circular A-133.

5.1.2 If the SUBRECIPIENT expends less than \$750,000 in the fiscal year in Federal awards it is exempted from Federal audit requirements for that year and consequently the audit cost is not a reimbursable expense. The City, however,

may request the SUBRECIPIENT to have a limited scope audit for monitoring purposes. These limited scope audits will be paid for and arranged by the City and address only one or more of the following types of compliance requirements: activities allowed or unallowed; allowable costs/cost principles; eligibility; matching, level of effort, earmarking; and, reporting.

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

ARTICLE VI

RECORDS AND REPORTS

6.1 The SUBRECIPIENT shall establish and maintain sufficient records to enable the CITY to determine whether the SUBRECIPIENT has met the requirements of the CDBG Program.

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

6.1.1 Records providing a full description of each activity assisted (or being assisted) with CDBG Funds, including its location (if the activity has a geographical locus), the amount of CDBG Funds budgeted, obligated and expended for the activity, and the specific provision in 24 CFR Subpart C of the CDBG Program regulations under which the activity is eligible.

6.1.2 Records demonstrating that each activity undertaken meets one of the criteria set forth in 24 CFR 570.208 of the CDBG Program regulations. Where information on income by family size is required, the SUBRECIPIENT may substitute evidence establishing that the person assisted qualified under another program having income qualification criteria at least as restrictive as that used in the definitions of “low- and moderate-income person” and “low- and moderate-income household” as set forth in 24 CFR 570.3; or, the SUBRECIPIENT may substitute a copy of a verifiable certification from the assisted person that his or her family income does not exceed the applicable income limit established in accordance with 24 CFR 570.3; or, the SUBRECIPIENT may substitute a notice that the assisted person is a referral from any governmental agency that determines persons to be “low- and moderate-income persons” based upon

HUD's criteria and agrees to maintain documentation supporting those determinations. Such records shall include the following information:

- (i) For each activity determined to benefit low- and moderate-income persons, the income limits applied and the point in time when the benefit was determined.
- (ii) For each activity determined to benefit low- and moderate-income persons based on the area served by the activity:
 - (a) The boundaries of the service area;
 - (b) The income characteristics of families and unrelated individuals in the service area; and
 - (c) If the percent of low- and moderate-income persons in the service area is less than 51 percent, data showing that the area qualifies under the exception criteria set forth in 24 CFR 570.208(a)(1)(ii);
- (iii) For each activity determined to benefit low- and moderate-income persons because the activity involves a facility or service designed for use by a limited clientele consisting exclusively or predominantly of low- and moderate-income persons:
 - (a) Documentation establishing that the facility or service is designed for and used by elderly persons, severely disabled persons, battered spouses, abused children, the homeless, illiterate persons, persons living with AIDS, or migrant farm workers, for which the regulations provide presumptive benefit to low- and moderate-income persons; or
 - (b) Documentation describing how the nature and, if applicable, the location of the facility or service establishes that it is used predominantly by low- and moderate-income persons; or
 - (c) Data showing the size and annual income of the household of each person receiving the benefit.

6.1.3 Equal Opportunity Records containing:

- (i) Data on the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funded in whole or in part with CDBG Funds. Such information shall be used only as a

basis for further investigation relating to compliance with any requirement to attain or maintain any particular statistical measure by race, ethnicity, disability or gender in covered programs.

- (ii) Documentation of actions undertaken to meet the requirements of 24 CFR 570.607(b) which implements Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701U) relative to the hiring and training of low- and moderate-income persons and the use of local businesses.

6.1.4 Financial records, in accordance with the applicable requirements listed in 24 CFR 570.502.

6.1.5 Records required to be maintained in accordance with other applicable laws and regulations set forth in Subpart K of 24 CFR.

6.2 RETENTION AND ACCESSIBILITY OF RECORDS:

6.2.1 The Department shall have the authority to review the SUBRECIPIENT'S records, including Project and programmatic records and books of account, for a period of three (3) years from the expiration/termination of this Agreement (the "Retention Period"). All books of account and supporting documentation shall be kept by the SUBRECIPIENT at least until the expiration of the Retention Period. The SUBRECIPIENT shall maintain records sufficient to meet the requirements of 24 CFR 570. All records and reports required herein shall be retained and made accessible as provided thereunder. The SUBRECIPIENT further agrees to abide by Chapter 119, Florida Statutes, as the same may be amended from time to time, pertaining to public records.

The SUBRECIPIENT shall ensure that the Agreement Records shall be at all times subject to and available for full access and review, inspection and audit by the CITY, federal personnel and any other personnel duly authorized by the CITY.

6.2.2 The SUBRECIPIENT shall include in all the Department approved subcontracts used to engage subcontractors to carry out any eligible substantive project or programmatic activities, as such activities are described in this Agreement and defined by the Department, each of the record-keeping and audit requirements detailed in this Agreement. The Department shall in its sole discretion determine

when services are eligible substantive project and/or programmatic activities and subject to the audit and record-keeping requirements described in this Agreement

6.2.3 If the CITY or the SUBRECIPIENT has received or given notice of any kind indicating any threatened or pending litigation, claim or audit arising out of the activities pursuant to the project, the activities and/or the Work Program or under the terms of this Agreement, the Retention Period shall be extended until such time as the threatened or pending litigation, claim or audit is, in the sole and absolute discretion of the Department fully, completely and finally resolved.

6.2.4 The SUBRECIPIENT shall notify the Department in writing both during the pendency of this Agreement and after its expiration/termination as part of the final closeout procedure, of the address where all Agreement Records will be retained.

6.2.5 The SUBRECIPIENT shall obtain the prior written consent of the Department to the disposal of any Agreement Records within one year after the expiration of the Retention Period.

6.3 PROVISION OF RECORDS:

6.3.1 At any time upon request by the Department, the SUBRECIPIENT shall provide all Agreement Records to the Department. The requested Agreement Records shall become the property of the Department without restriction, reservation, or limitation on their use. The Department shall have unlimited rights to all books, articles, or other copyrightable materials developed in the performance of this Agreement. These rights include the right of royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use the Work Program for public purposes.

6.3.2 If the SUBRECIPIENT receives funds from, or is under regulatory control of, other governmental agencies, and those agencies issue monitoring reports, regulatory examinations, or other similar reports, the SUBRECIPIENT shall provide a copy of each such report and any follow-up communications and reports to the Department immediately upon such issuance, unless such disclosure would be prohibited by any such issuing agency.

6.4 MONITORING:

The SUBRECIPIENT shall permit the Department and other persons duly authorized by the Department to inspect all Agreement Records, facilities, goods, and activities of the SUBRECIPIENT which are in any way connected to the activities undertaken pursuant to the

terms of this Agreement, and/or interview any clients, employees, subcontractors or assignees of the SUBRECIPIENT. Following such inspection or interviews, the Department will deliver to the SUBRECIPIENT a report of its findings. The SUBRECIPIENT will rectify all deficiencies cited by the Department within the specified period of time set forth in the report or provide the Department with a reasonable justification for not correcting the same. The Department will determine in its sole and absolute discretion whether or not the SUBRECIPIENT'S justification is acceptable.

At the request of the CITY, the SUBRECIPIENT shall transmit to the CITY written statements of the SUBRECIPIENT's official policies on specified issues relating to the SUBRECIPIENT's activities. The CITY will carry out monitoring and evaluation activities, including visits and observations by CITY staff; the SUBRECIPIENT shall ensure the cooperation of its employees and its Board members in such efforts. Any inconsistent, incomplete, or inadequate information either received by the CITY or obtained through monitoring and evaluation by the CITY, shall constitute cause for the CITY to terminate this Agreement.

6.5 RELATED PARTIES:

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

ARTICLE VII

OTHER CDBG PROGRAM REQUIREMENTS

7.1 The SUBRECIPIENT shall maintain current documentation that its activities are CDBG eligible in accordance with 24 CFR Part 570.201.

7.2 The SUBRECIPIENT shall ensure and maintain documentation that conclusively demonstrates that each activity assisted in whole or in part with CDBG Funds is an activity which provides benefit to low and moderate-income persons.

7.3 The SUBRECIPIENT shall comply with all applicable provisions of 24 CFR Part 570 and shall carry out each activity in compliance with all applicable federal laws and regulations described therein.

7.4 The SUBRECIPIENT shall cooperate with the Department in informing the appropriate citizen participation structures, including the appropriate area committees, of the activities of the SUBRECIPIENT in adhering to the provisions of this Agreement. Representatives of the SUBRECIPIENT shall attend meetings of the appropriate committees and citizen participation structures upon the request of the citizen participation officers or the Department.

7.5 The SUBRECIPIENT shall, to the greatest possible, give low-and-moderate-income residents of the service area(s) opportunities for training and employment.

7.6 NON-DISCRIMINATION: The SUBRECIPIENT shall not discriminate on the basis of race, color, national origin, sex, religion, age, marital or family status or handicap in connection with the activities and/or the Work Program or its performance under this Agreement.

Furthermore, the SUBRECIPIENT agrees that no otherwise qualified individual shall, solely by reason of his/her race, sex, color, creed, national origin, age, marital status or handicap, be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

7.7 The SUBRECIPIENT shall carry out its Work Program in compliance with all federal laws and regulations, including those described in Subpart K of the CDBG Program regulations (24 CFR 570.600-612).

7.8 The SUBRECIPIENT and its subcontractors shall comply with the Davis-Bacon Act, the Lead-Based Paint Poisoning Prevention Act, and any other applicable laws, ordinances and regulations.

7.9 The SUBRECIPIENT shall abide by the Federal Labor Standards provisions of U.S. HUD Form 4010 incorporated herein as part of this Agreement.

7.10 UNIFORM ADMINISTRATIVE REQUIREMENTS. The SUBRECIPIENT shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations" and with the applicable requirements of 2 CFR Part 200 (the revised OMB Circular No. A-110).

7.11 RELIGIOUS ORGANIZATIONS/CONSTITUTIONAL PROHIBITION. If the SUBRECIPIENT is or was created by a religious organization, the SUBRECIPIENT agrees that all CDBG Funds disbursed under this Agreement shall be subject to the conditions, restrictions, and limitations of 24 CFR Part 570.200(j).

In accordance with the First Amendment of the United States Constitution, particularly regarding the relationship between church and State, as a general rule, CDBG assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities, as provided in 24 CFR Part 570.200(j). The SUBRECIPIENT shall comply with those requirements and prohibitions when entering into subcontracts.

7.12 REVERSION OF ASSETS. Upon expiration/termination of this Agreement, the SUBRECIPIENT must transfer to the CITY any CDBG Funds on hand at the time of expiration/termination and any accounts receivable attributable to the use of CDBG Funds.

7.13 ENFORCEMENT OF THIS AGREEMENT. Any violation of this Agreement that remains uncured thirty (30) days after the SUBRECIPIENT'S receipt of notice from the CITY (by certified or registered mail) of such violation may, at the option of the CITY, be addressed by an action for damages or equitable relief, or any other remedy provided at law or in equity. In addition to the remedies of the CITY set forth herein, if the SUBRECIPIENT materially fails to comply with the terms of this Agreement, the CITY may suspend or terminate this Agreement in accordance with 2 CFR Part 200.339, as set forth more fully below in Article IX of this Agreement.

7.14 The SUBRECIPIENT shall not assume the CITY's environmental responsibilities described at 24 CFR 570.604 of the CDBG Program regulations nor the CITY's responsibility for initiating the review process under Executive Order 12372.

ARTICLE VIII

PROGRAM INCOME

8.1 Program income means gross income received by the SUBRECIPIENT which has been directly generated from the use of the CDBG Funds. When such income is generated by an activity that is only partially assisted with the CDBG Funds, the income shall be prorated to reflect the percentage of CDBG Funds used. Program income generated by CDBG funded activities shall be used only to undertake those activities specifically approved by the CITY on and for the Work Program. All provisions of this Agreement shall apply to such activities. Any program income on hand when this Agreement expires/terminates or received after such expiration/termination shall be paid to the CITY, as required by 24 CFR 570.503(b)(7) of the CDBG Program regulations.

The SUBRECIPIENT shall submit to the CITY monthly a Program Income Report and a Work Program Status Report. The Program Income Report shall identify CDBG activities in which income was derived and how income has been utilized.

8.2 REPAYMENTS. Any interest or other return on the investment of the CDBG Funds shall be remitted to the CITY on a monthly basis. Any CDBG Funds funded to the SUBRECIPIENT that do not meet the eligibility requirements, as applicable, must be repaid to the CITY.

ARTICLE IX

REMEDIES, SUSPENSION, TERMINATION

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

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

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

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

9.2 SUSPENSION:

- 9.2.1 The Department may, for reasonable cause temporarily suspend the SUBRECIPIENT'S operations and authority to obligate funds under this Agreement or withhold payments to the SUBRECIPIENT pending necessary corrective action by the SUBRECIPIENT, or both. Reasonable cause shall be

determined by the Department in its sole and absolute discretion, and may include:

- (i) Ineffective or improper use of the CDBG Funds by the SUBRECIPIENT;
- (ii) Failure by the SUBRECIPIENT to materially comply with any term or provision of this Agreement;
- (iii) Failure by the SUBRECIPIENT to submit any documents required by this Agreement; or
- (iv) The SUBRECIPIENT'S submittal of incorrect or incomplete documents.

9.2.2 The Department may at any time suspend the SUBRECIPIENT'S authority to obligate funds, withhold payments, or both.

9.2.3 The actions described in paragraphs 9.2.1 and 9.2.2 above may be applied to all or any part of the activities funded by this Agreement.

9.2.4 The Department will notify the SUBRECIPIENT in writing of any action taken pursuant to this Article, by certified mail, return receipt requested, or by in person delivery with proof of delivery. The notification will include the reason(s) for such action, any conditions relating to the action taken, and the necessary corrective action(s).

9.3 TERMINATION:

9.3.1 Termination Because of Lack of Funds.

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

9.3.2 Termination for Breach.

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

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

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

ARTICLE X

MISCELLANEOUS PROVISIONS

10.1 **INDEMNIFICATION.** The SUBRECIPIENT shall pay and save the CITY harmless from and against any and all claims, liabilities, losses, and causes of action which may arise out of the SUBRECIPIENT'S activities related to the Work Program or otherwise under this Agreement, including all acts or omissions to act on the part of the SUBRECIPIENT and/or any persons acting for or on its behalf, and from and against any relevant orders, judgments, or decrees which may be entered against the CITY, and from and against all costs, attorney's fees, expenses, and liabilities incurred by the CITY in the defense or investigation of any such claims or other matters.

10.2 **AMENDMENTS.** No amendments to this Agreement shall be binding unless in writing and signed by both parties hereto. Budget modifications shall be approved by the Department in writing.

10.3 **OWNERSHIP OF DOCUMENTS.** All documents developed by the SUBRECIPIENT under this Agreement shall be delivered to the CITY upon completion of the activities required pursuant to this Agreement and shall become the property of the CITY, without restriction or limitation on their use if requested by the City. The SUBRECIPIENT agrees that all documents

maintained and generated pursuant to this Agreement shall be subject to all provisions of the Public Records Law, Chapter 119, Florida Statutes.

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

10.4 AWARD OF AGREEMENT. The SUBRECIPIENT warrants that it has not employed or retained any person employed by the CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person employed by the CITY any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of this Agreement.

10.5 NON-DELEGABILITY. The obligations undertaken by the SUBRECIPIENT pursuant to this Agreement shall not be delegated or assigned to any other person or firm, in whole or in part, without the CITY'S prior written consent which may be granted or withheld in the CITY'S sole discretion.

10.6 CONSTRUCTION OF AGREEMENT. This Agreement shall be construed and enforced according to the laws of the State of Florida.

10.7 CONFLICT OF INTEREST.

10.7.1 The SUBRECIPIENT covenants that no person under its employ who presently exercises any functions or responsibilities in connection with CDBG Program funded activities has any personal financial interest, direct or indirect, in this Agreement. The SUBRECIPIENT further covenants that, in the performance of this Agreement, no person having such a conflicting interest shall be employed. Any such interest on the part of the SUBRECIPIENT or its employees must be disclosed in writing to the CITY.

10.7.2 The SUBRECIPIENT is aware of the conflict of interest laws of the City of Miami Gardens (Dade County Code Section 2-11-1) and the State of Florida (Chapter 112, Florida Statutes), and agrees that it shall comply in all respects with the terms of the same.

10.7.3 Procurement. The SUBRECIPIENT shall comply with the standards contained within OMB Circular No. A-110.

10.7.4 In all other cases, the SUBRECIPIENT shall comply with the standards contained within 24 CFR 570.611

10.8 NO OBLIGATION TO RENEW. Upon expiration of the term of this Agreement, the SUBRECIPIENT agrees and understands that the CITY has no obligation to renew this Agreement.

10.9 ENTIRE AGREEMENT:

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

10.10 GENERAL CONDITIONS.

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

CITY OF MIAMI GARDENS

Laurin Yoder
Department of Community Development
18605 N.W. 27th Avenue
Miami Gardens, Florida 33056

SUBRECIPIENT

10.10.2 Title and paragraph headings are for convenient reference and are not a part of this Agreement.

10.10.3 In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall control.

10.10.4 No waiver of breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

10.10.5 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid,

illegal or otherwise unenforceable under the laws of the State of Florida or the City of Miami Gardens, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severed, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

10.11 INDEPENDENT CONTRACTOR. THE SUBRECIPIENT and its employees and agents shall be deemed to be independent contractors and not agents or employees of the CITY, and shall not attain any rights or benefits under the Civil Service or Pension Ordinances of the CITY or any rights generally afforded classified or unclassified employees; further, they shall not be deemed entitled to the Florida Worker's Compensation benefits as employees of the CITY.

10.12 SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the parties hereto, and their respective heirs, executors, legal representatives, successors, and assigns.

10.13 SUBRECIPIENT CERTIFICATION. The SUBRECIPIENT certifies that it possesses the legal authority to enter into this Agreement pursuant to authority that has been duly adopted or passed as an official act of the SUBRECIPIENT'S governing body, authorizing the execution of the Agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the SUBRECIPIENT to act in connection with this Agreement and to provide such information as may be required.

10.14 COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAWS. To the extent required by law, the SUBRECIPIENT shall comply with the public records laws in accordance with Chapter 119, Florida Statutes. Specifically, the SUBRECIPIENT agrees to comply with Section 119.0701, Florida Statutes. Public records shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency, as defined in Section 119.011, Florida Statutes, as amended. The City shall make the sole determination of which records, if any, are exempt from inspection.

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

SUBRECIPIENT

a Florida not-for-profit corporation

ATTEST:

Corporate Secretary

Date

By: _____

Name:

Date

Title:

SEAL

CITY OF MIAMI GARDENS, a municipal Corporation of the State of Florida

ATTEST:

Ronetta Taylor, MMC
City Clerk

Date

By: _____

Cameron D. Benson
City Manager

Date

APPROVED AS TO
INSURANCE REQUIREMENTS:

APPROVED FOR LEGAL
SUFFICIENCY:

Melissa Negrón, Director
Human Resources/Risk Management

Date

Sonja K. Dickens
City Attorney

Date



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	September 9, 2015		Item Type:	Resolution	Ordinance	Other	
			<i>(Enter X in box)</i>	X			
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>		1st Reading		2nd Reading
	X		Public Hearing: <i>(Enter X in box)</i>		Yes	No	Yes
Funding Source:	Community Development Block Grant (CDBG) Fund		Advertising Requirement: <i>(Enter X in box)</i>		Yes		No
					X		
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid #:		N/A		
	X						
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area:		Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>		
		X					
Sponsor Name	Cameron Benson, City Manager		Department:		Community Development		

Short Title:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ALLOCATING FISCAL YEAR 2015-2016 COMMUNITY DEVELOPMENT BLOCK GRANT (“CDBG”) PUBLIC SERVICE FUNDS, IN THE AMOUNT OF TEN THOUSAND DOLLARS (\$10,000.00) TO PROSPERITY SOCIAL & COMMUNITY DEVELOPMENT GROUP, INC., (PSCDG); AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY THAT CERTAIN SUBRECIPIENT AGREEMENT FOR THIS PURPOSE, ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Background:
Annually, the City of Miami Gardens sets aside Community Development Block Grant (CDBG) funds for

the provision of public services (also referred to as social services) to Miami Gardens' residents. U.S. HUD regulations allows for up to 15% of the City's annual CDBG allocation to be used for public service programs. The City's Department of Community Development makes these funds available to interested non-profit, community-based organizations applying through a formal Request for Proposal (RFP) process. For the 2015-16 fiscal year a total of \$150,096.00 (15% of annual CDBG allocation) is available in the Public Services category. This is nearly level funding from last year.

A RFP was made available on April 1, 2015. City staff held two (2) Technical Assistance (TA) Workshops on March 31, 2015 and April 9, 2015, at which approximately twenty (20) agencies were informed of the program guidelines and requirements. Additionally, a Pre-Proposal meeting was also held on April 9, 2015 where four (4) agencies attended and were given the opportunity to ask specific questions about the RFP.

Proposals were due on April 29, 2015 by 4:00 p.m. A total of twelve (12) proposals were submitted. Eight (8) high scoring agencies are being recommended to Council to receive funding for the 2015-2016 program year. They are as follows:

1. Carrfour Supporting Housing, Inc.	\$ 9,000.00
2. JPM Centre at Miami Gardens Drive, Inc.	\$ 17,600.00
3. Kristi House, Inc.	\$ 15,000.00
4. Mt. Pisgah Seventh Day Adventist Church	\$ 12,000.00
5. North Dade Youth & Family Coalition	\$ 10,500.00
6. Prosperity Social & Community Dev. Group, Inc.	\$ 10,000.00
7. Sunshine for All, Inc.	\$ 60,000.00
8. Switchboard of Miami	<u>\$ 15,996.00</u>
	\$150,096.00

Current Situation:

Below is a summary for each organization and their proposed program:

Carrfour Supportive Housing, Inc. was founded by the Greater Miami Chamber of Commerce in 1993 with a mission to confront homelessness by developing affordable housing and providing supportive services. They provide an afterschool and mentoring program for 40 formerly homeless families relocated to Del Prado Gardens, one of Carrfour's permanent supportive housing developments in Miami Gardens. Carrfour aftercare/mentoring program offers a comprehensive curriculum that includes a minimum of five core components; (1) literacy (2) physical activity and fitness (3) social skills – building (4) family involvement and (5) nutrition. Carrfour services are provided on site at the Del Prado Gardens daily from 3:30 p.m. to 7:30 p.m. and an all day activity one Saturday a month focusing on enhancing the community. The program was previously funded at \$9,000 in FY 2014-15 and to date has served as many as 42 youth. Staff is recommending continued funding at an equal level for FY 2015-16.

JPM Center at Miami Gardens Drive, Inc. is a non-profit, faith-based organization located in Miami Gardens that administers an after school program to low & moderate income youth who live in Miami Gardens. The program focuses on engaging youth during the after-school hours between 3-6 pm, Tuesday through Friday. It includes reading literacy, computer skills and athletic activities, as well as teaching self-esteem, effective communication skills, good decision making techniques, anger management, conflict resolution and technical skills; all which build strong, solid character and values, as they become adults. In addition, parents/guardians of participants receive training workshops on

positive parenting styles, discipline techniques and communication styles. The City has funded the program since 2008, and for FY 2014-15 awarded JPM \$14,600 to serve twenty-five (25) youth. The students participate in daily reading and math literacy exercises and as a result 83% of students have shown an improvement in their math skill and 91% have improved their reading skills. Staff is recommending continued funding of this program.

Kristi House Inc. is a non-profit organization that offers specialized and coordinated services for children who are victims of sexual abuse. Through the Kristi House program, clients will benefit from a healing environment for child victims of abuse and their families, regardless of income, through prevention, treatment and coordination of services with community partners. The City has previously funded this program in 2014-15 at \$12,500, which has served as many as 31 youth and their families at their North Office, located at 18841 NW 2 Avenue, over the contract period. The case coordinator provides comprehensive wrap-around services and therapist meet weekly with clients to provide mental health intervention services. As a result, 93% of cases closed successfully with families meeting the goals identified in their service plans. Seventy-five percent (75%) reported improved or stable behavioral and social function for their child. Staff is recommending continued funding of this program.

Mt. Pisgah Seventh-day Adventist Church is a faith-based, non-profit organization that provides programs that address issues facing low-income families such as food insecurity and sustainability. Located at 3340-50 NW 215th Street in Miami Gardens, Mt. Pisgah's Food Pantry has been in operation since 2005 and is open the 2nd and 4th Wednesday of every month from 2:30 p.m. – 4:30 p.m. In 2014 the Food Pantry distributed over 210,000 pounds of food to 6,320 families with over 27,180 individuals. In partnership with Feeding South Florida and Farm Share, who provide donated food and recovered produce for distribution, Mt. Pisgah is on target to serve over 6,500 households with a projected number of 27,796 persons who are at or below the poverty level in 2015. Without services provided by the food pantry to seniors, many of the seniors would likely experience hunger resulting in poor health and malnutrition. The City is currently funding this program at \$10,000 which has served 316 low-income seniors thus far this year. Staff is recommending continued funding at an increased amount of \$12,000.

North Dade Youth & Family Coalition (NDYFC) (aka Youth Violence Prevention Coalition) was established in 2006 following a wave of shooting deaths involving youth. Since its inception NDYFC has been the community catalyst for intake assessment, information and referrals to residents in need of support services living in the City of Miami Gardens. Since 2013, NDYFC has served 588 households through care coordination/wraparound services, community policing and positive youth development activities with successful results. Previously the City funded NDYFC's All 4 You Program in FY 2014-15. However this year NDYFC has proposed a new program, the NDYFC Network, which will provide wraparound care coordination services to school age youth, ages 5-18, who are identified as at-risk of frequent school absences, suspensions from school, failing academically and/or involved in violence and crime at home, school or in the community, with overall goals to improve academic performance and school attendance. NDYFC proposes to serve 50 youth throughout the program year.

Prosperity Social & Community Development Group, Inc. (PSCDG) is a non-profit organization founded in 2011 to provide literacy and job readiness skills to women and girls throughout Miami-Dade County. PSCDG proposes to implement an expanded version of their NOW (Needing Opportunities to Win) Project to the Miami Gardens community. The program will provide literacy, job training, financial literacy, career guidance, and support groups to both high school boys and girls, ages 15-21, who are dropouts, potential dropouts, unemployed, pregnant teens and re-entries from the corrections system. They will serve 60 youth from the City of Miami Gardens through their partnerships with both Norland

and Miami Carol City Senior High Schools and the Departments of Juvenile Justice and Corrections. Staff is recommending funding of this new organization and program to serve a currently unmet need in the community.

Sunshine For All, Inc. is a non-profit organization that delivers in-home meals to low & moderate income seniors and disabled persons who live in Miami Gardens. Eligible meal recipients receive one hot meal per day, five days a week, Monday through Friday. Meals are selected by a licensed and registered dietician in order to assure that they meet the recommended dietary allowances. Currently, Sunshine is serving 54 clients under the FY 2014-2015 contract in the amount of \$80,000. City staff is recommending continued funding of the program but at a reduced amount of \$60,000.

Switchboard of Miami, Inc. is a non-profit organization that provides crisis counseling and information and referral services to Miami-Dade County residents. Switchboard created the Seniors Never Alone Program (SNAP), a telephone reassurance service to individuals sixty-five (65) years of age or older, residing in Miami-Dade County, that live alone or are alone for the majority of the day. SNAP provides in-bound phone coverage 24 hours/7 days a week and out-bound case managed calls to seniors enrolled in the program. Seniors are assigned a Reassurance Specialist and, at a minimum, receive two (2) management calls per week. Because Switchboard houses the County's only comprehensive social services database, the clients have a built-in resource for additional assistance and referrals. The City is currently funding this program in the amount of \$12,877, serving a total of 66 seniors over the FY 2014-15 contract period. Staff is recommending continued support at an increased amount of \$15,996.

All clients served through these programs are Miami Gardens residents. Contract periods for service for all the above organizations will begin October 1, 2015 through September 30, 2016. Staff will monitor each organization throughout the contract period to ensure they comply with all Federal CDBG and City of Miami Gardens requirements.

A resolution is required in order to allocate CDBG Funds to the above organizations. Subsequent to Council approval of staff's recommendation, sub-recipient agreements will be executed between the City and the above referenced organizations in which the scope of services, performance deliverables, and funding distribution will be outlined.

Fiscal Impact:

The City FY 2015-16 award of CDBG grant is \$1,000,644. Fifteen (15%) percent of this allocation which is \$150,096 is available for Public Services expenses. The above allotment to the various agencies totaled to the amount that is within the budget in the Public Service category.

Proposed Action:

That the City Council approves the attached resolution.

Attachment:

- Public Services Scores & Summary Table
- Sub-recipient Agreement (FY 2015-2016)

RESOLUTION NO. 2015_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ALLOCATING FISCAL YEAR 2015-2016 COMMUNITY DEVELOPMENT BLOCK GRANT (“CDBG”) PUBLIC SERVICE FUNDS, IN THE AMOUNT OF TEN THOUSAND DOLLARS (\$10,000.00) TO PROSPERITY SOCIAL & COMMUNITY DEVELOPMENT GROUP, INC., (PSCDG); AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY THAT CERTAIN SUBRECIPIENT AGREEMENT FOR THIS PURPOSE, ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, annually the City makes available Community Development Block Grant (“CDBG”) funds for the provision of public services to Miami Gardens residents, and

WHEREAS, these funds are made available to interested non-profit and community based organizations applying through a formal request for a proposal process, and

WHEREAS, this year, a total of One Hundred Fifty Thousand Ninety Six Dollars (\$150,096.00), is available for non-profit organizations under the public service category, and

WHEREAS, the City issued a RFP for the 2015-2016 year, Public Service Grant on April 1, 2015, and

WHEREAS, a total of twelve (12) proposals were submitted, and

WHEREAS, eight (8) of the highest scoring agencies are being recommended to the City Council to receive funding for the 2015-2016 program year, and

WHEREAS, Prosperity Social & Community Development Group, Inc., (PSCDG) will provide literacy, job training, financial literacy, career guidance, and support groups

33 to youth, ages 15-21, who are dropouts, potential dropouts, unemployed, pregnant
34 teens and re-entries from the corrections system, and

35 WHEREAS, the program will serve 60 youth from the City of Miami Gardens
36 through partnerships with both Norland and Miami Carol City Senior High Schools, and
37 the Departments of Juvenile Justice and Corrections, and

38 WHEREAS, City staff is recommending funding to the Prosperity Social &
39 Community Development Group, Inc., (PSCDG), in the amount of Ten Thousand
40 Dollars (\$10,000.00), for the 2015-2016 program year,

41 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
42 OF MIAMI GARDENS, FLORIDA AS FOLLOWS:

43 Section 1: ADOPTION OF REPRESENTATIONS: The foregoing Whereas
44 paragraphs are hereby ratified and confirmed as being true, and the same are hereby
45 made a specific part of this Resolution.

46 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
47 hereby allocates Fiscal Year 2015-2016 Community Development Block Grant
48 ("CDBG") Public Service Funds, in the amount of Ten Thousand Dollars (\$10,000.00) to
49 Prosperity Social & Community Development Group, Inc., (PSCDG); and authorizes the
50 City Manager and the City Clerk to execute and attest, respectively that certain
51 Subrecipient Agreement for this purpose, attached hereto as Exhibit "A".

52 Section 3: INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby
53 authorized to obtain two (2) fully executed copies of the subject Agreement with one to
54 be maintained by the City, and one to be delivered to Prosperity Social & Community
55 Development Group, Inc., (PSCDG).

56 Section 4: EFFECTIVE DATE: This Resolution shall take effect immediately
57 upon its final passage.

58 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI
59 GARDENS AT ITS REGULAR MEETING HELD ON _____, 2015.

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65 **ATTEST:**

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OLIVER GILBERT, III, MAYOR

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RONETTA TAYLOR, MMC, CITY CLERK

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PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

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SPONSORED BY: CAMERON D.BENSON, CITY MANAGER

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77

Moved by: _____

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79

VOTE: _____

80

81

Mayor Oliver Gilbert, III _____ (Yes) _____ (No)

82

Vice Mayor Felicia Robinson _____ (Yes) _____ (No)

83

Councilwoman Lillie Q. Odom _____ (Yes) _____ (No)

84

Councilman David Williams Jr _____ (Yes) _____ (No)

85

Councilwoman Lisa C. Davis _____ (Yes) _____ (No)

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Councilman Rodney Harris _____ (Yes) _____ (No)

87

Councilman Erhabor Ighodaro, Ph.D. _____ (Yes) _____ (No)

88

**CITY OF MIAMI GARDENS, FLORIDA
COMMUNITY DEVELOPMENT BLOCK GRANT
PUBLIC SERVICES PROGRAM AGREEMENT**

THIS AGREEMENT (hereinafter the “Agreement”) is entered into this 1st day of **October, 2015**, between the City of Miami Gardens, a municipal corporation of the State of Florida (hereinafter referred to as the “CITY”) and _____, **Inc.**, a Florida not for profit corporation (hereinafter referred to as the “SUBRECIPIENT”).

FUNDING SOURCE: Community Development Block Grant Funds
AMOUNT: _____
TERM OF THE AGREEMENT: October 1, 2015 through September 30, 2016
IDIS NUMBER: (to be completed by the City): _____

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

ARTICLE I

EXHIBITS AND DEFINITIONS

1.1 **EXHIBITS.** Attached hereto and forming a part of this Agreement are the following Exhibits:

- | | |
|-----------|---|
| Exhibit A | Corporate Resolution Authorizing Execution of this Agreement. |
| Exhibit B | Work Program |
| Exhibit C | Compensation and Budget Summary |
| Exhibit D | Certification Regarding Lobbying Form |
| Exhibit E | Certification Regarding Debarment, Suspension and other Responsibility Matters (Primary Covered Transactions Form). |
| Exhibit F | Crime Entity Affidavit |

1.2 DEFINED TERMS. As used herein the following terms shall mean:

Act or 24 CFR 570

Title I of the Housing and Community Development Act of 1974, as amended.

Agreement Records:

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

CDBG Program:

Community Development Block Grant Program.

CDBG Requirements:

The requirements contained in 24 CFR Part 570, Rule 9I of the Florida Administrative Code and as established by the City of Miami Gardens, Florida.

Department:

The City of Miami Gardens Department of Community Development.

Federal Award:

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

Low-and-Moderate

A member of a low- or moderate-income family

Income Person:

whose income is within specific income levels set forth by U.S. HUD.

U.S. HUD or HUD:

The United States Department of Housing and Urban Development.

ARTICLE II
BASIC REQUIREMENTS

The following documents must be approved by the CITY and must be on file with the Department prior to the CITY'S execution of this Agreement:

- 2.1 The Work Program submitted by the SUBRECIPIENT to the CITY which shall become attached hereto as Exhibit B to this Agreement and shall include the following:
 - 2.1.1 The description section shall detail the activities to be carried out by the SUBRECIPIENT. It should specifically describe the activities to be carried out as a result of the expenditure of CDBG Funds. Where appropriate it should list measurable objectives, define the who, what, where and when of the project, and in general detail how these activities will ensure that the intended beneficiaries will be served.
 - 2.1.2 The schedule of activities and measurable objectives plays an essential role in the grant management system. The schedule should provide projected milestones and deadlines for the accomplishment of tasks in carrying out the Work Program. These projected milestones and deadlines are a basis for measuring actual progress during the term of this Agreement. These items shall be in sufficient detail to provide a sound basis for the CITY to effectively monitor performance by the SUBRECIPIENT under this Agreement.
- 2.2 The Budget Summary attached hereto as Exhibit C, which shall include: completion of the SUBRECIPIENT'S Itemized Budget, Cost Allocation, Budget Narrative, Staff Salaries Schedule and a copy of all subcontracts.
- 2.3 A list of the SUBRECIPIENT'S present officers and members of the Board (names, addresses and telephone numbers).
- 2.4 A list of key staff persons (with their titles) who will carry out the Work Program.
- 2.5 Completion of an Authorized Representative Statement.
- 2.6 Completion of a Statement of Accounting System.
- 2.7 A copy of the SUBRECIPIENT'S corporate personnel policies and procedures.
- 2.8 Job description and resumes for all positions funded in whole or in part under this Agreement.
- 2.9 A letter accepting the Office of Management and Budget ("OMB") Circular No.A-87 "Principles for Determining Costs Applicable to Grants and Agreements with State, Local and Federally recognized Indian Tribal Governments;" OMB Circular No. A-110,

Attachments “A” (Cash Depositories), “B” (Bonding and Insurance), “C” (Retention and Custodial Requirements for Records), “F” (Standards for Financial Management Systems), “H” (Monitoring and Reporting Progress Performance), “N” (Property Management Standards), and “O” (Procurement Standards); OMB Circular Nos. A-122 and A-21: “Cost Principles for Non-Profit Organizations and Cost Principles for Educational Institutions,” as modified by 24 CFR Section 570.502(a)(b); “Applicability of Uniform Administrative Requirements” of the CDBG Program Regulations Final Rule and Lead Based Paint Regulations 24 CFR Part 35.

- 2.10 Copy of the SUBRECIPIENT’S last federal income tax return (IRS Form 990).
- 2.11 The following corporate documents:
 - (i) Bylaws, resolutions, and incumbency certificates for the SUBRECIPIENT, certified by the SUBRECIPIENT’S Corporate Secretary, authorizing the consummation of the transactions contemplated hereby, all in a form satisfactory to the CITY.
- 2.12 ADA Certification.
- 2.13 Drug Free Certification.
- 2.14 All other documents reasonably required by the CITY.

ARTICLE III

TERMS AND PROCEDURES

3.1 CITY AUTHORIZATION:

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

3.2 EFFECTIVE DATE AND TERM:

This Agreement shall begin on **October 1, 2015 and end on September 30, 2016**.

3.3 OBLIGATIONS OF SUBRECIPIENT:

The SUBRECIPIENT shall carry out the services and activities as prescribed in its Work Program, which is attached and incorporated herein and made a part of this Agreement, in a manner that is lawful, and satisfactory to the CITY, and in accordance with the written policies, procedures, and requirements as prescribed in this Agreement, and as set forth by HUD and the CITY.

3.4 LEVEL OF SERVICE:

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

ARTICLE IV

CDBG FUNDING AND DISBURSEMENT REQUIREMENTS

4.1 COMPENSATION

The amount of compensation payable by the City to the Project Sponsor shall be based on the rates, schedules and conditions described in Exhibit "C" attached hereto, which by this reference is incorporated into this Agreement."

4.2 INSURANCE:

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

4.2.1 The SUBRECIPIENT shall provide the following coverage:

- (i) Commercial General Liability in an amount not less than \$300,000.00 per occurrence, \$1,000,000.00 aggregate, protecting the CITY and the SUBRECIPIENT against liability incidental to the use of, or resulting from an accident occurring on or about, its property.
- (ii) Automobile liability for all owned vehicles and for non-owned and hired automobiles in the amount of \$300,000 combined single limit for bodily and property damage and/or split limits in the amount of \$100,000/\$300,000 for bodily injury and \$100,000 for property damage.

- (iii) Workers' compensation insurance as required by the laws of the State of Florida.
 - (iv) Sexual Abuse coverage in an amount not less than \$1,000,000.00 per occurrence (Only required for those agencies providing services to and/or working with children under the age of 18.)
- 4.2.2 All such insurance shall insure the CITY as the primary additional insured. The SUBRECIPIENT shall be required to furnish evidence of any other insurance coverage the CITY may reasonably require during the term of this Agreement. All such policies shall require the insurance carrier to give the CITY at least 30 days prior written notice of termination, cancellation, expiration or modification, and all such policies shall be written by insurance companies satisfactory to the CITY.
- 4.2.3 Crime Policy (Employee Coverage) for all persons handling funds received or disbursed under this Agreement in an amount equal to or greater than one third (1/3) the amount of the grant of funds hereunder. The CITY shall be named as Loss Payee.
- 4.2.4 Compliance with the foregoing requirements shall not relieve the SUBRECIPIENT of its liability and obligations under this section or under any other section of this Agreement.
- 4.2.5 SUBRECIPIENT shall apply and obtain any other insurance coverage that the CITY may require for the execution of the Agreement.
- 4.2.6. SUBRECIPIENT shall indemnify, defend and hold harmless the City and its officials, employees and agents (collectively referred to as "Indemnities") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by this Agreement which is caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of SUBRECIPIENT or its employees, agents or subcontractors, or (ii) the failure of the SUBRECIPIENT to comply with any of the paragraphs herein or the failure of the SUBRECIPIENT to conform to statutes, ordinances, or other regulations or requirements of any

governmental authority, federal or state, in connection with the performance of this Agreement. SUBRECIPIENT expressly agrees to indemnify and hold harmless the Indemnities, or any of them, from and against all liabilities which may be asserted by an employee or former employee of SUBRECIPIENT, or any of its subcontractors, as provided above, for which the SUBRECIPIENT'S liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws.

4.3 FINANCIAL ACCOUNTABILITY:

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

4.4 RECAPTURE OF FUNDS:

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

4.5 CONTINGENCY CLAUSE:

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

ARTICLE V

AUDIT

5.1 As a necessary part of this Agreement, the SUBRECIPIENT shall adhere to the following audit requirements:

5.1.1 If the SUBRECIPIENT expends \$750,000 or more in the fiscal year in Federal awards it shall have a single audit or program specific audit conducted for that year. The audit shall be conducted in accordance with GAGAS and OMB Circular A-133. The audit shall determine whether the financial statements are

presented fairly in all material respects in conformity with generally accepted accounting principles.

In addition to the above requirements, the auditor shall perform procedures to obtain an understanding of internal controls and perform sufficient testing to ensure compliance with the procedures. Further the auditor shall determine whether the SUBRECIPIENT has complied with laws, regulations and the provisions of this Agreement.

A reporting package shall be submitted within the earlier of 30 days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period. The reporting package will include the certified financial statements and schedule of expenditures of Federal Awards; a summary schedule of prior audit findings; the auditor's report and the corrective action plan. The auditor's report shall include:

- a) an opinion (or disclaimer of opinion) as to whether the financial statements are presented fairly in all material respects in conformity with generally accepted principles and an opinion (or disclaimer of opinion) as to whether the schedule of expenditures of Federal Awards is presented fairly in all material respects in relation to the financial statements taken as a whole.
- b) a report on internal controls related to the financial statements and major programs. This report shall describe the scope of testing of internal controls and the results of the test, and, where applicable, refer to the separate schedule of findings and questioned costs.
- c) a report on compliance with laws, regulations, and the provisions of contracts and/or this Agreement, noncompliance with which could have a material effect on the financial statements. This report shall also include an opinion (or disclaimer of opinion) as to whether the SUBRECIPIENT complied with the laws, regulations, and the provisions of contracts and this Agreement which could have a direct and material effect on the program and, where applicable, refer to the separate schedule of findings and questioned costs.
- d) a schedule of findings and questioned cost which shall include the requirements of OMB Circular A-133.

5.1.2 If the SUBRECIPIENT expends less than \$750,000 in the fiscal year in Federal awards it is exempted from Federal audit requirements for that year and consequently the audit cost is not a reimbursable expense. The City, however,

may request the SUBRECIPIENT to have a limited scope audit for monitoring purposes. These limited scope audits will be paid for and arranged by the City and address only one or more of the following types of compliance requirements: activities allowed or unallowed; allowable costs/cost principles; eligibility; matching, level of effort, earmarking; and, reporting.

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

ARTICLE VI

RECORDS AND REPORTS

6.1 The SUBRECIPIENT shall establish and maintain sufficient records to enable the CITY to determine whether the SUBRECIPIENT has met the requirements of the CDBG Program.

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

6.1.1 Records providing a full description of each activity assisted (or being assisted) with CDBG Funds, including its location (if the activity has a geographical locus), the amount of CDBG Funds budgeted, obligated and expended for the activity, and the specific provision in 24 CFR Subpart C of the CDBG Program regulations under which the activity is eligible.

6.1.2 Records demonstrating that each activity undertaken meets one of the criteria set forth in 24 CFR 570.208 of the CDBG Program regulations. Where information on income by family size is required, the SUBRECIPIENT may substitute evidence establishing that the person assisted qualified under another program having income qualification criteria at least as restrictive as that used in the definitions of “low- and moderate-income person” and “low- and moderate-income household” as set forth in 24 CFR 570.3; or, the SUBRECIPIENT may substitute a copy of a verifiable certification from the assisted person that his or her family income does not exceed the applicable income limit established in accordance with 24 CFR 570.3; or, the SUBRECIPIENT may substitute a notice that the assisted person is a referral from any governmental agency that determines persons to be “low- and moderate-income persons” based upon

HUD's criteria and agrees to maintain documentation supporting those determinations. Such records shall include the following information:

- (i) For each activity determined to benefit low- and moderate-income persons, the income limits applied and the point in time when the benefit was determined.
- (ii) For each activity determined to benefit low- and moderate-income persons based on the area served by the activity:
 - (a) The boundaries of the service area;
 - (b) The income characteristics of families and unrelated individuals in the service area; and
 - (c) If the percent of low- and moderate-income persons in the service area is less than 51 percent, data showing that the area qualifies under the exception criteria set forth in 24 CFR 570.208(a)(1)(ii);
- (iii) For each activity determined to benefit low- and moderate-income persons because the activity involves a facility or service designed for use by a limited clientele consisting exclusively or predominantly of low- and moderate-income persons:
 - (a) Documentation establishing that the facility or service is designed for and used by elderly persons, severely disabled persons, battered spouses, abused children, the homeless, illiterate persons, persons living with AIDS, or migrant farm workers, for which the regulations provide presumptive benefit to low- and moderate-income persons; or
 - (b) Documentation describing how the nature and, if applicable, the location of the facility or service establishes that it is used predominantly by low- and moderate-income persons; or
 - (c) Data showing the size and annual income of the household of each person receiving the benefit.

6.1.3 Equal Opportunity Records containing:

- (i) Data on the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funded in whole or in part with CDBG Funds. Such information shall be used only as a

basis for further investigation relating to compliance with any requirement to attain or maintain any particular statistical measure by race, ethnicity, disability or gender in covered programs.

- (ii) Documentation of actions undertaken to meet the requirements of 24 CFR 570.607(b) which implements Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701U) relative to the hiring and training of low- and moderate-income persons and the use of local businesses.

6.1.4 Financial records, in accordance with the applicable requirements listed in 24 CFR 570.502.

6.1.5 Records required to be maintained in accordance with other applicable laws and regulations set forth in Subpart K of 24 CFR.

6.2 RETENTION AND ACCESSIBILITY OF RECORDS:

6.2.1 The Department shall have the authority to review the SUBRECIPIENT'S records, including Project and programmatic records and books of account, for a period of three (3) years from the expiration/termination of this Agreement (the "Retention Period"). All books of account and supporting documentation shall be kept by the SUBRECIPIENT at least until the expiration of the Retention Period. The SUBRECIPIENT shall maintain records sufficient to meet the requirements of 24 CFR 570. All records and reports required herein shall be retained and made accessible as provided thereunder. The SUBRECIPIENT further agrees to abide by Chapter 119, Florida Statutes, as the same may be amended from time to time, pertaining to public records.

The SUBRECIPIENT shall ensure that the Agreement Records shall be at all times subject to and available for full access and review, inspection and audit by the CITY, federal personnel and any other personnel duly authorized by the CITY.

6.2.2 The SUBRECIPIENT shall include in all the Department approved subcontracts used to engage subcontractors to carry out any eligible substantive project or programmatic activities, as such activities are described in this Agreement and defined by the Department, each of the record-keeping and audit requirements detailed in this Agreement. The Department shall in its sole discretion determine

when services are eligible substantive project and/or programmatic activities and subject to the audit and record-keeping requirements described in this Agreement

6.2.3 If the CITY or the SUBRECIPIENT has received or given notice of any kind indicating any threatened or pending litigation, claim or audit arising out of the activities pursuant to the project, the activities and/or the Work Program or under the terms of this Agreement, the Retention Period shall be extended until such time as the threatened or pending litigation, claim or audit is, in the sole and absolute discretion of the Department fully, completely and finally resolved.

6.2.4 The SUBRECIPIENT shall notify the Department in writing both during the pendency of this Agreement and after its expiration/termination as part of the final closeout procedure, of the address where all Agreement Records will be retained.

6.2.5 The SUBRECIPIENT shall obtain the prior written consent of the Department to the disposal of any Agreement Records within one year after the expiration of the Retention Period.

6.3 PROVISION OF RECORDS:

6.3.1 At any time upon request by the Department, the SUBRECIPIENT shall provide all Agreement Records to the Department. The requested Agreement Records shall become the property of the Department without restriction, reservation, or limitation on their use. The Department shall have unlimited rights to all books, articles, or other copyrightable materials developed in the performance of this Agreement. These rights include the right of royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use the Work Program for public purposes.

6.3.2 If the SUBRECIPIENT receives funds from, or is under regulatory control of, other governmental agencies, and those agencies issue monitoring reports, regulatory examinations, or other similar reports, the SUBRECIPIENT shall provide a copy of each such report and any follow-up communications and reports to the Department immediately upon such issuance, unless such disclosure would be prohibited by any such issuing agency.

6.4 MONITORING:

The SUBRECIPIENT shall permit the Department and other persons duly authorized by the Department to inspect all Agreement Records, facilities, goods, and activities of the SUBRECIPIENT which are in any way connected to the activities undertaken pursuant to the

terms of this Agreement, and/or interview any clients, employees, subcontractors or assignees of the SUBRECIPIENT. Following such inspection or interviews, the Department will deliver to the SUBRECIPIENT a report of its findings. The SUBRECIPIENT will rectify all deficiencies cited by the Department within the specified period of time set forth in the report or provide the Department with a reasonable justification for not correcting the same. The Department will determine in its sole and absolute discretion whether or not the SUBRECIPIENT'S justification is acceptable.

At the request of the CITY, the SUBRECIPIENT shall transmit to the CITY written statements of the SUBRECIPIENT's official policies on specified issues relating to the SUBRECIPIENT's activities. The CITY will carry out monitoring and evaluation activities, including visits and observations by CITY staff; the SUBRECIPIENT shall ensure the cooperation of its employees and its Board members in such efforts. Any inconsistent, incomplete, or inadequate information either received by the CITY or obtained through monitoring and evaluation by the CITY, shall constitute cause for the CITY to terminate this Agreement.

6.5 RELATED PARTIES:

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

ARTICLE VII

OTHER CDBG PROGRAM REQUIREMENTS

7.1 The SUBRECIPIENT shall maintain current documentation that its activities are CDBG eligible in accordance with 24 CFR Part 570.201.

7.2 The SUBRECIPIENT shall ensure and maintain documentation that conclusively demonstrates that each activity assisted in whole or in part with CDBG Funds is an activity which provides benefit to low and moderate-income persons.

7.3 The SUBRECIPIENT shall comply with all applicable provisions of 24 CFR Part 570 and shall carry out each activity in compliance with all applicable federal laws and regulations described therein.

7.4 The SUBRECIPIENT shall cooperate with the Department in informing the appropriate citizen participation structures, including the appropriate area committees, of the activities of the SUBRECIPIENT in adhering to the provisions of this Agreement. Representatives of the SUBRECIPIENT shall attend meetings of the appropriate committees and citizen participation structures upon the request of the citizen participation officers or the Department.

7.5 The SUBRECIPIENT shall, to the greatest possible, give low-and-moderate-income residents of the service area(s) opportunities for training and employment.

7.6 NON-DISCRIMINATION: The SUBRECIPIENT shall not discriminate on the basis of race, color, national origin, sex, religion, age, marital or family status or handicap in connection with the activities and/or the Work Program or its performance under this Agreement.

Furthermore, the SUBRECIPIENT agrees that no otherwise qualified individual shall, solely by reason of his/her race, sex, color, creed, national origin, age, marital status or handicap, be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

7.7 The SUBRECIPIENT shall carry out its Work Program in compliance with all federal laws and regulations, including those described in Subpart K of the CDBG Program regulations (24 CFR 570.600-612).

7.8 The SUBRECIPIENT and its subcontractors shall comply with the Davis-Bacon Act, the Lead-Based Paint Poisoning Prevention Act, and any other applicable laws, ordinances and regulations.

7.9 The SUBRECIPIENT shall abide by the Federal Labor Standards provisions of U.S. HUD Form 4010 incorporated herein as part of this Agreement.

7.10 UNIFORM ADMINISTRATIVE REQUIREMENTS. The SUBRECIPIENT shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations" and with the applicable requirements of 2 CFR Part 200 (the revised OMB Circular No. A-110).

7.11 RELIGIOUS ORGANIZATIONS/CONSTITUTIONAL PROHIBITION. If the SUBRECIPIENT is or was created by a religious organization, the SUBRECIPIENT agrees that all CDBG Funds disbursed under this Agreement shall be subject to the conditions, restrictions, and limitations of 24 CFR Part 570.200(j).

In accordance with the First Amendment of the United States Constitution, particularly regarding the relationship between church and State, as a general rule, CDBG assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities, as provided in 24 CFR Part 570.200(j). The SUBRECIPIENT shall comply with those requirements and prohibitions when entering into subcontracts.

7.12 REVERSION OF ASSETS. Upon expiration/termination of this Agreement, the SUBRECIPIENT must transfer to the CITY any CDBG Funds on hand at the time of expiration/termination and any accounts receivable attributable to the use of CDBG Funds.

7.13 ENFORCEMENT OF THIS AGREEMENT. Any violation of this Agreement that remains uncured thirty (30) days after the SUBRECIPIENT'S receipt of notice from the CITY (by certified or registered mail) of such violation may, at the option of the CITY, be addressed by an action for damages or equitable relief, or any other remedy provided at law or in equity. In addition to the remedies of the CITY set forth herein, if the SUBRECIPIENT materially fails to comply with the terms of this Agreement, the CITY may suspend or terminate this Agreement in accordance with 2 CFR Part 200.339, as set forth more fully below in Article IX of this Agreement.

7.14 The SUBRECIPIENT shall not assume the CITY's environmental responsibilities described at 24 CFR 570.604 of the CDBG Program regulations nor the CITY's responsibility for initiating the review process under Executive Order 12372.

ARTICLE VIII

PROGRAM INCOME

8.1 Program income means gross income received by the SUBRECIPIENT which has been directly generated from the use of the CDBG Funds. When such income is generated by an activity that is only partially assisted with the CDBG Funds, the income shall be prorated to reflect the percentage of CDBG Funds used. Program income generated by CDBG funded activities shall be used only to undertake those activities specifically approved by the CITY on and for the Work Program. All provisions of this Agreement shall apply to such activities. Any program income on hand when this Agreement expires/terminates or received after such expiration/termination shall be paid to the CITY, as required by 24 CFR 570.503(b)(7) of the CDBG Program regulations.

The SUBRECIPIENT shall submit to the CITY monthly a Program Income Report and a Work Program Status Report. The Program Income Report shall identify CDBG activities in which income was derived and how income has been utilized.

8.2 REPAYMENTS. Any interest or other return on the investment of the CDBG Funds shall be remitted to the CITY on a monthly basis. Any CDBG Funds funded to the SUBRECIPIENT that do not meet the eligibility requirements, as applicable, must be repaid to the CITY.

ARTICLE IX

REMEDIES, SUSPENSION, TERMINATION

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

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

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

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

9.2 SUSPENSION:

- 9.2.1 The Department may, for reasonable cause temporarily suspend the SUBRECIPIENT'S operations and authority to obligate funds under this Agreement or withhold payments to the SUBRECIPIENT pending necessary corrective action by the SUBRECIPIENT, or both. Reasonable cause shall be

determined by the Department in its sole and absolute discretion, and may include:

- (i) Ineffective or improper use of the CDBG Funds by the SUBRECIPIENT;
- (ii) Failure by the SUBRECIPIENT to materially comply with any term or provision of this Agreement;
- (iii) Failure by the SUBRECIPIENT to submit any documents required by this Agreement; or
- (iv) The SUBRECIPIENT'S submittal of incorrect or incomplete documents.

9.2.2 The Department may at any time suspend the SUBRECIPIENT'S authority to obligate funds, withhold payments, or both.

9.2.3 The actions described in paragraphs 9.2.1 and 9.2.2 above may be applied to all or any part of the activities funded by this Agreement.

9.2.4 The Department will notify the SUBRECIPIENT in writing of any action taken pursuant to this Article, by certified mail, return receipt requested, or by in person delivery with proof of delivery. The notification will include the reason(s) for such action, any conditions relating to the action taken, and the necessary corrective action(s).

9.3 TERMINATION:

9.3.1 Termination Because of Lack of Funds.

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

9.3.2 Termination for Breach.

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

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

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

ARTICLE X

MISCELLANEOUS PROVISIONS

10.1 **INDEMNIFICATION.** The SUBRECIPIENT shall pay and save the CITY harmless from and against any and all claims, liabilities, losses, and causes of action which may arise out of the SUBRECIPIENT'S activities related to the Work Program or otherwise under this Agreement, including all acts or omissions to act on the part of the SUBRECIPIENT and/or any persons acting for or on its behalf, and from and against any relevant orders, judgments, or decrees which may be entered against the CITY, and from and against all costs, attorney's fees, expenses, and liabilities incurred by the CITY in the defense or investigation of any such claims or other matters.

10.2 **AMENDMENTS.** No amendments to this Agreement shall be binding unless in writing and signed by both parties hereto. Budget modifications shall be approved by the Department in writing.

10.3 **OWNERSHIP OF DOCUMENTS.** All documents developed by the SUBRECIPIENT under this Agreement shall be delivered to the CITY upon completion of the activities required pursuant to this Agreement and shall become the property of the CITY, without restriction or limitation on their use if requested by the City. The SUBRECIPIENT agrees that all documents

maintained and generated pursuant to this Agreement shall be subject to all provisions of the Public Records Law, Chapter 119, Florida Statutes.

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

10.4 AWARD OF AGREEMENT. The SUBRECIPIENT warrants that it has not employed or retained any person employed by the CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person employed by the CITY any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of this Agreement.

10.5 NON-DELEGABILITY. The obligations undertaken by the SUBRECIPIENT pursuant to this Agreement shall not be delegated or assigned to any other person or firm, in whole or in part, without the CITY'S prior written consent which may be granted or withheld in the CITY'S sole discretion.

10.6 CONSTRUCTION OF AGREEMENT. This Agreement shall be construed and enforced according to the laws of the State of Florida.

10.7 CONFLICT OF INTEREST.

10.7.1 The SUBRECIPIENT covenants that no person under its employ who presently exercises any functions or responsibilities in connection with CDBG Program funded activities has any personal financial interest, direct or indirect, in this Agreement. The SUBRECIPIENT further covenants that, in the performance of this Agreement, no person having such a conflicting interest shall be employed. Any such interest on the part of the SUBRECIPIENT or its employees must be disclosed in writing to the CITY.

10.7.2 The SUBRECIPIENT is aware of the conflict of interest laws of the City of Miami Gardens (Dade County Code Section 2-11-1) and the State of Florida (Chapter 112, Florida Statutes), and agrees that it shall comply in all respects with the terms of the same.

10.7.3 Procurement. The SUBRECIPIENT shall comply with the standards contained within OMB Circular No. A-110.

10.7.4 In all other cases, the SUBRECIPIENT shall comply with the standards contained within 24 CFR 570.611

10.8 NO OBLIGATION TO RENEW. Upon expiration of the term of this Agreement, the SUBRECIPIENT agrees and understands that the CITY has no obligation to renew this Agreement.

10.9 ENTIRE AGREEMENT:

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

10.10 GENERAL CONDITIONS.

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

CITY OF MIAMI GARDENS

Laurin Yoder
Department of Community Development
18605 N.W. 27th Avenue
Miami Gardens, Florida 33056

SUBRECIPIENT

10.10.2 Title and paragraph headings are for convenient reference and are not a part of this Agreement.

10.10.3 In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall control.

10.10.4 No waiver of breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

10.10.5 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid,

illegal or otherwise unenforceable under the laws of the State of Florida or the City of Miami Gardens, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severed, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

10.11 INDEPENDENT CONTRACTOR. THE SUBRECIPIENT and its employees and agents shall be deemed to be independent contractors and not agents or employees of the CITY, and shall not attain any rights or benefits under the Civil Service or Pension Ordinances of the CITY or any rights generally afforded classified or unclassified employees; further, they shall not be deemed entitled to the Florida Worker's Compensation benefits as employees of the CITY.

10.12 SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the parties hereto, and their respective heirs, executors, legal representatives, successors, and assigns.

10.13 SUBRECIPIENT CERTIFICATION. The SUBRECIPIENT certifies that it possesses the legal authority to enter into this Agreement pursuant to authority that has been duly adopted or passed as an official act of the SUBRECIPIENT'S governing body, authorizing the execution of the Agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the SUBRECIPIENT to act in connection with this Agreement and to provide such information as may be required.

10.14 COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAWS. To the extent required by law, the SUBRECIPIENT shall comply with the public records laws in accordance with Chapter 119, Florida Statutes. Specifically, the SUBRECIPIENT agrees to comply with Section 119.0701, Florida Statutes. Public records shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency, as defined in Section 119.011, Florida Statutes, as amended. The City shall make the sole determination of which records, if any, are exempt from inspection.

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

SUBRECIPIENT

a Florida not-for-profit corporation

ATTEST:

Corporate Secretary

Date

By: _____

Name:

Date

Title:

SEAL

CITY OF MIAMI GARDENS, a municipal Corporation of the State of Florida

ATTEST:

Ronetta Taylor, MMC
City Clerk

Date

By: _____

Cameron D. Benson
City Manager

Date

APPROVED AS TO
INSURANCE REQUIREMENTS:

APPROVED FOR LEGAL
SUFFICIENCY:

Melissa Negrón, Director
Human Resources/Risk Management

Date

Sonja K. Dickens
City Attorney

Date



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	September 9, 2015		Item Type: <small>(Enter X in box)</small>	Resolution	Ordinance	Other	
				X			
Fiscal Impact: <small>(Enter X in box)</small>	Yes	No	Ordinance Reading: <small>(Enter X in box)</small>	1st Reading		2nd Reading	
	X			Public Hearing: <small>(Enter X in box)</small>	Yes	No	Yes
			X				
Funding Source:	Community Development Block Grant (CDBG) Fund		Advertising Requirement: <small>(Enter X in box)</small>	Yes		No	
				X			
Contract/P.O. Required: <small>(Enter X in box)</small>	Yes	No	RFP/RFQ/Bid #:	N/A			
	X						
Strategic Plan Related <small>(Enter X in box)</small>	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: <small>(list the specific objective/strategy this item will address)</small>			
		X					
Sponsor Name	Cameron Benson, City Manager		Department:	Community Development			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ALLOCATING FISCAL YEAR 2015-2016 COMMUNITY DEVELOPMENT BLOCK GRANT (“CDBG”) PUBLIC SERVICE FUNDS, IN THE AMOUNT OF SIXTY THOUSAND DOLLARS (\$60,000.00) TO SUNSHINE FOR ALL, INC.; AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY THAT CERTAIN SUBRECIPIENT AGREEMENT FOR THIS PURPOSE, ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Background:
Annually, the City of Miami Gardens sets aside Community Development Block Grant (CDBG) funds for

the provision of public services (also referred to as social services) to Miami Gardens' residents. U.S. HUD regulations allows for up to 15% of the City's annual CDBG allocation to be used for public service programs. The City's Department of Community Development makes these funds available to interested non-profit, community-based organizations applying through a formal Request for Proposal (RFP) process. For the 2015-16 fiscal year a total of \$150,096.00 (15% of annual CDBG allocation) is available in the Public Services category. This is nearly level funding from last year.

A RFP was made available on April 1, 2015. City staff held two (2) Technical Assistance (TA) Workshops on March 31, 2015 and April 9, 2015, at which approximately twenty (20) agencies were informed of the program guidelines and requirements. Additionally, a Pre-Proposal meeting was also held on April 9, 2015 where four (4) agencies attended and were given the opportunity to ask specific questions about the RFP.

Proposals were due on April 29, 2015 by 4:00 p.m. A total of twelve (12) proposals were submitted. Eight (8) high scoring agencies are being recommended to Council to receive funding for the 2015-2016 program year. They are as follows:

1. Carrfour Supporting Housing, Inc.	\$ 9,000.00
2. JPM Centre at Miami Gardens Drive, Inc.	\$ 17,600.00
3. Kristi House, Inc.	\$ 15,000.00
4. Mt. Pisgah Seventh Day Adventist Church	\$ 12,000.00
5. North Dade Youth & Family Coalition	\$ 10,500.00
6. Prosperity Social & Community Dev. Group, Inc.	\$ 10,000.00
7. Sunshine for All, Inc.	\$ 60,000.00
8. Switchboard of Miami	<u>\$ 15,996.00</u>
	\$150,096.00

Current Situation:

Below is a summary for each organization and their proposed program:

Carrfour Supportive Housing, Inc. was founded by the Greater Miami Chamber of Commerce in 1993 with a mission to confront homelessness by developing affordable housing and providing supportive services. They provide an afterschool and mentoring program for 40 formerly homeless families relocated to Del Prado Gardens, one of Carrfour's permanent supportive housing developments in Miami Gardens. Carrfour aftercare/mentoring program offers a comprehensive curriculum that includes a minimum of five core components; (1) literacy (2) physical activity and fitness (3) social skills – building (4) family involvement and (5) nutrition. Carrfour services are provided on site at the Del Prado Gardens daily from 3:30 p.m. to 7:30 p.m. and an all day activity one Saturday a month focusing on enhancing the community. The program was previously funded at \$9,000 in FY 2014-15 and to date has served as many as 42 youth. Staff is recommending continued funding at an equal level for FY 2015-16.

JPM Center at Miami Gardens Drive, Inc. is a non-profit, faith-based organization located in Miami Gardens that administers an after school program to low & moderate income youth who live in Miami Gardens. The program focuses on engaging youth during the after-school hours between 3-6 pm, Tuesday through Friday. It includes reading literacy, computer skills and athletic activities, as well as teaching self-esteem, effective communication skills, good decision making techniques, anger management, conflict resolution and technical skills; all which build strong, solid character and values, as they become adults. In addition, parents/guardians of participants receive training workshops on

positive parenting styles, discipline techniques and communication styles. The City has funded the program since 2008, and for FY 2014-15 awarded JPM \$14,600 to serve twenty-five (25) youth. The students participate in daily reading and math literacy exercises and as a result 83% of students have shown an improvement in their math skill and 91% have improved their reading skills. Staff is recommending continued funding of this program.

Kristi House Inc. is a non-profit organization that offers specialized and coordinated services for children who are victims of sexual abuse. Through the Kristi House program, clients will benefit from a healing environment for child victims of abuse and their families, regardless of income, through prevention, treatment and coordination of services with community partners. The City has previously funded this program in 2014-15 at \$12,500, which has served as many as 31 youth and their families at their North Office, located at 18841 NW 2 Avenue, over the contract period. The case coordinator provides comprehensive wrap-around services and therapist meet weekly with clients to provide mental health intervention services. As a result, 93% of cases closed successfully with families meeting the goals identified in their service plans. Seventy-five percent (75%) reported improved or stable behavioral and social function for their child. Staff is recommending continued funding of this program.

Mt. Pisgah Seventh-day Adventist Church is a faith-based, non-profit organization that provides programs that address issues facing low-income families such as food insecurity and sustainability. Located at 3340-50 NW 215th Street in Miami Gardens, Mt. Pisgah's Food Pantry has been in operation since 2005 and is open the 2nd and 4th Wednesday of every month from 2:30 p.m. – 4:30 p.m. In 2014 the Food Pantry distributed over 210,000 pounds of food to 6,320 families with over 27,180 individuals. In partnership with Feeding South Florida and Farm Share, who provide donated food and recovered produce for distribution, Mt. Pisgah is on target to serve over 6,500 households with a projected number of 27,796 persons who are at or below the poverty level in 2015. Without services provided by the food pantry to seniors, many of the seniors would likely experience hunger resulting in poor health and malnutrition. The City is currently funding this program at \$10,000 which has served 316 low-income seniors thus far this year. Staff is recommending continued funding at an increased amount of \$12,000.

North Dade Youth & Family Coalition (NDYFC) (aka Youth Violence Prevention Coalition) was established in 2006 following a wave of shooting deaths involving youth. Since its inception NDYFC has been the community catalyst for intake assessment, information and referrals to residents in need of support services living in the City of Miami Gardens. Since 2013, NDYFC has served 588 households through care coordination/wraparound services, community policing and positive youth development activities with successful results. Previously the City funded NDYFC's All 4 You Program in FY 2014-15. However this year NDYFC has proposed a new program, the NDYFC Network, which will provide wraparound care coordination services to school age youth, ages 5-18, who are identified as at-risk of frequent school absences, suspensions from school, failing academically and/or involved in violence and crime at home, school or in the community, with overall goals to improve academic performance and school attendance. NDYFC proposes to serve 50 youth throughout the program year.

Prosperity Social & Community Development Group, Inc. (PSCDG) is a non-profit organization founded in 2011 to provide literacy and job readiness skills to women and girls throughout Miami-Dade County. PSCDG proposes to implement an expanded version of their NOW (Needing Opportunities to Win) Project to the Miami Gardens community. The program will provide literacy, job training, financial literacy, career guidance, and support groups to both high school boys and girls, ages 15-21, who are dropouts, potential dropouts, unemployed, pregnant teens and re-entries from the corrections system. They will serve 60 youth from the City of Miami Gardens through their partnerships with both Norland

and Miami Carol City Senior High Schools and the Departments of Juvenile Justice and Corrections. Staff is recommending funding of this new organization and program to serve a currently unmet need in the community.

Sunshine For All, Inc. is a non-profit organization that delivers in-home meals to low & moderate income seniors and disabled persons who live in Miami Gardens. Eligible meal recipients receive one hot meal per day, five days a week, Monday through Friday. Meals are selected by a licensed and registered dietician in order to assure that they meet the recommended dietary allowances. Currently, Sunshine is serving 54 clients under the FY 2014-2015 contract in the amount of \$80,000. City staff is recommending continued funding of the program but at a reduced amount of \$60,000.

Switchboard of Miami, Inc. is a non-profit organization that provides crisis counseling and information and referral services to Miami-Dade County residents. Switchboard created the Seniors Never Alone Program (SNAP), a telephone reassurance service to individuals sixty-five (65) years of age or older, residing in Miami-Dade County, that live alone or are alone for the majority of the day. SNAP provides in-bound phone coverage 24 hours/7 days a week and out-bound case managed calls to seniors enrolled in the program. Seniors are assigned a Reassurance Specialist and, at a minimum, receive two (2) management calls per week. Because Switchboard houses the County's only comprehensive social services database, the clients have a built-in resource for additional assistance and referrals. The City is currently funding this program in the amount of \$12,877, serving a total of 66 seniors over the FY 2014-15 contract period. Staff is recommending continued support at an increased amount of \$15,996.

All clients served through these programs are Miami Gardens residents. Contract periods for service for all the above organizations will begin October 1, 2015 through September 30, 2016. Staff will monitor each organization throughout the contract period to ensure they comply with all Federal CDBG and City of Miami Gardens requirements.

A resolution is required in order to allocate CDBG Funds to the above organizations. Subsequent to Council approval of staff's recommendation, sub-recipient agreements will be executed between the City and the above referenced organizations in which the scope of services, performance deliverables, and funding distribution will be outlined.

Fiscal Impact:

The City FY 2015-16 award of CDBG grant is \$1,000,644. Fifteen (15%) percent of this allocation which is \$150,096 is available for Public Services expenses. The above allotment to the various agencies totaled to the amount that is within the budget in the Public Service category.

Proposed Action:

That the City Council approves the attached resolution.

Attachment:

- Public Services Scores & Summary Table
- Sub-recipient Agreement (FY 2015-2016)

RESOLUTION NO. 2015_____

1
2
3 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
4 MIAMI GARDENS, FLORIDA, ALLOCATING FISCAL YEAR 2015-
5 2016 COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG")
6 PUBLIC SERVICE FUNDS, IN THE AMOUNT OF SIXTY
7 THOUSAND DOLLARS (\$60,000.00) TO SUNSHINE FOR ALL,
8 INC.; AUTHORIZING THE CITY MANAGER AND THE CITY
9 CLERK TO EXECUTE AND ATTEST, RESPECTIVELY THAT
10 CERTAIN SUBRECIPIENT AGREEMENT FOR THIS PURPOSE,
11 ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR
12 INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE
13 ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN
14 EFFECTIVE DATE.
15

16 WHEREAS, annually the City makes available Community Development Block
17 Grant ("CDBG") funds for the provision of public services to Miami Gardens residents,
18 and

19 WHEREAS, these funds are made available to interested non-profit and
20 community based organizations applying through a formal request for a proposal
21 process, and

22 WHEREAS, this year, a total of One Hundred Fifty Thousand Ninety Six Dollars
23 (\$150,096.00), is available for non-profit organizations under the public service
24 category, and

25 WHEREAS, the City issued a RFP for the 2015-2016 year, Public Service Grant
26 on April 1, 2015, and

27 WHEREAS, a total of twelve (12) proposals were submitted, and

28 WHEREAS, eight (8) of the highest scoring agencies are being recommended to
29 the City Council to receive funding for the 2015-2016 program year, and

30 WHEREAS, Sunshine For All, Inc. is a non-profit organization that delivers in-
31 home meals to low and moderate income seniors and disabled persons who reside in
32 the City of Miami Gardens, and

33 WHEREAS, City staff is recommending funding to Sunshine For All, Inc., in the
34 amount of Sixty Thousand Dollars (\$60,000.00), for the 2015-2016 program year,

35 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
36 OF MIAMI GARDENS, FLORIDA AS FOLLOWS:

37 Section 1: ADOPTION OF REPRESENTATIONS: The foregoing Whereas
38 paragraphs are hereby ratified and confirmed as being true, and the same are hereby
39 made a specific part of this Resolution.

40 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
41 hereby allocates Fiscal Year 2015-2016 Community Development Block Grant
42 ("CDBG") Public Service Funds, in the amount of Sixty Thousand Dollars (\$60,000.00)
43 to Sunshine For All, Inc., and authorizes the City Manager and the City Clerk to execute
44 and attest, respectively that certain Subrecipient Agreement for this purpose, attached
45 hereto as Exhibit "A".

46 Section 3: INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby
47 authorized to obtain two (2) fully executed copies of the subject Agreement with one to
48 be maintained by the City, and one to be delivered to Sunshine For All, Inc.

49 Section 4: EFFECTIVE DATE: This Resolution shall take effect immediately
50 upon its final passage.

51 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI
52 GARDENS AT ITS REGULAR MEETING HELD ON _____, 2015.

53

54
55
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59

OLIVER GILBERT, III, MAYOR

60 **ATTEST:**

61

62

63

64 _____
RONETTA TAYLOR, MMC, CITY CLERK

65

66

67 PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

68

69

70 SPONSORED BY: CAMERON D.BENSON, CITY MANAGER

71

72 Moved by: _____

73

74 **VOTE:** _____

75

76 Mayor Oliver Gilbert, III _____ (Yes) _____ (No)

77 Vice Mayor Felicia Robinson _____ (Yes) _____ (No)

78 Councilwoman Lillie Q. Odom _____ (Yes) _____ (No)

79 Councilman David Williams Jr _____ (Yes) _____ (No)

80 Councilwoman Lisa C. Davis _____ (Yes) _____ (No)

81 Councilman Rodney Harris _____ (Yes) _____ (No)

82 Councilman Erhabor Ighodaro, Ph.D. _____ (Yes) _____ (No)

83

**CITY OF MIAMI GARDENS, FLORIDA
COMMUNITY DEVELOPMENT BLOCK GRANT
PUBLIC SERVICES PROGRAM AGREEMENT**

THIS AGREEMENT (hereinafter the “Agreement”) is entered into this 1st day of **October, 2015**, between the City of Miami Gardens, a municipal corporation of the State of Florida (hereinafter referred to as the “CITY”) and _____, **Inc.**, a Florida not for profit corporation (hereinafter referred to as the “SUBRECIPIENT”).

FUNDING SOURCE: Community Development Block Grant Funds
AMOUNT: _____
TERM OF THE AGREEMENT: October 1, 2015 through September 30, 2016
IDIS NUMBER: (to be completed by the City): _____

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

ARTICLE I

EXHIBITS AND DEFINITIONS

1.1 **EXHIBITS.** Attached hereto and forming a part of this Agreement are the following Exhibits:

- | | |
|-----------|---|
| Exhibit A | Corporate Resolution Authorizing Execution of this Agreement. |
| Exhibit B | Work Program |
| Exhibit C | Compensation and Budget Summary |
| Exhibit D | Certification Regarding Lobbying Form |
| Exhibit E | Certification Regarding Debarment, Suspension and other Responsibility Matters (Primary Covered Transactions Form). |
| Exhibit F | Crime Entity Affidavit |

1.2 DEFINED TERMS. As used herein the following terms shall mean:

Act or 24 CFR 570

Title I of the Housing and Community Development Act of 1974, as amended.

Agreement Records:

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

CDBG Program:

Community Development Block Grant Program.

CDBG Requirements:

The requirements contained in 24 CFR Part 570, Rule 9I of the Florida Administrative Code and as established by the City of Miami Gardens, Florida.

Department:

The City of Miami Gardens Department of Community Development.

Federal Award:

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

Low-and-Moderate

A member of a low- or moderate-income family

Income Person:

whose income is within specific income levels set forth by U.S. HUD.

U.S. HUD or HUD:

The United States Department of Housing and Urban Development.

ARTICLE II
BASIC REQUIREMENTS

The following documents must be approved by the CITY and must be on file with the Department prior to the CITY'S execution of this Agreement:

- 2.1 The Work Program submitted by the SUBRECIPIENT to the CITY which shall become attached hereto as Exhibit B to this Agreement and shall include the following:
 - 2.1.1 The description section shall detail the activities to be carried out by the SUBRECIPIENT. It should specifically describe the activities to be carried out as a result of the expenditure of CDBG Funds. Where appropriate it should list measurable objectives, define the who, what, where and when of the project, and in general detail how these activities will ensure that the intended beneficiaries will be served.
 - 2.1.2 The schedule of activities and measurable objectives plays an essential role in the grant management system. The schedule should provide projected milestones and deadlines for the accomplishment of tasks in carrying out the Work Program. These projected milestones and deadlines are a basis for measuring actual progress during the term of this Agreement. These items shall be in sufficient detail to provide a sound basis for the CITY to effectively monitor performance by the SUBRECIPIENT under this Agreement.
- 2.2 The Budget Summary attached hereto as Exhibit C, which shall include: completion of the SUBRECIPIENT'S Itemized Budget, Cost Allocation, Budget Narrative, Staff Salaries Schedule and a copy of all subcontracts.
- 2.3 A list of the SUBRECIPIENT'S present officers and members of the Board (names, addresses and telephone numbers).
- 2.4 A list of key staff persons (with their titles) who will carry out the Work Program.
- 2.5 Completion of an Authorized Representative Statement.
- 2.6 Completion of a Statement of Accounting System.
- 2.7 A copy of the SUBRECIPIENT'S corporate personnel policies and procedures.
- 2.8 Job description and resumes for all positions funded in whole or in part under this Agreement.
- 2.9 A letter accepting the Office of Management and Budget ("OMB") Circular No.A-87 "Principles for Determining Costs Applicable to Grants and Agreements with State, Local and Federally recognized Indian Tribal Governments;" OMB Circular No. A-110,

Attachments “A” (Cash Depositories), “B” (Bonding and Insurance), “C” (Retention and Custodial Requirements for Records), “F” (Standards for Financial Management Systems), “H” (Monitoring and Reporting Progress Performance), “N” (Property Management Standards), and “O” (Procurement Standards); OMB Circular Nos. A-122 and A-21: “Cost Principles for Non-Profit Organizations and Cost Principles for Educational Institutions,” as modified by 24 CFR Section 570.502(a)(b); “Applicability of Uniform Administrative Requirements” of the CDBG Program Regulations Final Rule and Lead Based Paint Regulations 24 CFR Part 35.

- 2.10 Copy of the SUBRECIPIENT’S last federal income tax return (IRS Form 990).
- 2.11 The following corporate documents:
 - (i) Bylaws, resolutions, and incumbency certificates for the SUBRECIPIENT, certified by the SUBRECIPIENT’S Corporate Secretary, authorizing the consummation of the transactions contemplated hereby, all in a form satisfactory to the CITY.
- 2.12 ADA Certification.
- 2.13 Drug Free Certification.
- 2.14 All other documents reasonably required by the CITY.

ARTICLE III

TERMS AND PROCEDURES

3.1 CITY AUTHORIZATION:

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

3.2 EFFECTIVE DATE AND TERM:

This Agreement shall begin on **October 1, 2015 and end on September 30, 2016**.

3.3 OBLIGATIONS OF SUBRECIPIENT:

The SUBRECIPIENT shall carry out the services and activities as prescribed in its Work Program, which is attached and incorporated herein and made a part of this Agreement, in a manner that is lawful, and satisfactory to the CITY, and in accordance with the written policies, procedures, and requirements as prescribed in this Agreement, and as set forth by HUD and the CITY.

3.4 LEVEL OF SERVICE:

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

ARTICLE IV

CDBG FUNDING AND DISBURSEMENT REQUIREMENTS

4.1 COMPENSATION

The amount of compensation payable by the City to the Project Sponsor shall be based on the rates, schedules and conditions described in Exhibit "C" attached hereto, which by this reference is incorporated into this Agreement."

4.2 INSURANCE:

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

4.2.1 The SUBRECIPIENT shall provide the following coverage:

- (i) Commercial General Liability in an amount not less than \$300,000.00 per occurrence, \$1,000,000.00 aggregate, protecting the CITY and the SUBRECIPIENT against liability incidental to the use of, or resulting from an accident occurring on or about, its property.
- (ii) Automobile liability for all owned vehicles and for non-owned and hired automobiles in the amount of \$300,000 combined single limit for bodily and property damage and/or split limits in the amount of \$100,000/\$300,000 for bodily injury and \$100,000 for property damage.

- (iii) Workers' compensation insurance as required by the laws of the State of Florida.
 - (iv) Sexual Abuse coverage in an amount not less than \$1,000,000.00 per occurrence (Only required for those agencies providing services to and/or working with children under the age of 18.)
- 4.2.2 All such insurance shall insure the CITY as the primary additional insured. The SUBRECIPIENT shall be required to furnish evidence of any other insurance coverage the CITY may reasonably require during the term of this Agreement. All such policies shall require the insurance carrier to give the CITY at least 30 days prior written notice of termination, cancellation, expiration or modification, and all such policies shall be written by insurance companies satisfactory to the CITY.
- 4.2.3 Crime Policy (Employee Coverage) for all persons handling funds received or disbursed under this Agreement in an amount equal to or greater than one third (1/3) the amount of the grant of funds hereunder. The CITY shall be named as Loss Payee.
- 4.2.4 Compliance with the foregoing requirements shall not relieve the SUBRECIPIENT of its liability and obligations under this section or under any other section of this Agreement.
- 4.2.5 SUBRECIPIENT shall apply and obtain any other insurance coverage that the CITY may require for the execution of the Agreement.
- 4.2.6. SUBRECIPIENT shall indemnify, defend and hold harmless the City and its officials, employees and agents (collectively referred to as "Indemnities") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by this Agreement which is caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of SUBRECIPIENT or its employees, agents or subcontractors, or (ii) the failure of the SUBRECIPIENT to comply with any of the paragraphs herein or the failure of the SUBRECIPIENT to conform to statutes, ordinances, or other regulations or requirements of any

governmental authority, federal or state, in connection with the performance of this Agreement. SUBRECIPIENT expressly agrees to indemnify and hold harmless the Indemnities, or any of them, from and against all liabilities which may be asserted by an employee or former employee of SUBRECIPIENT, or any of its subcontractors, as provided above, for which the SUBRECIPIENT'S liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws.

4.3 FINANCIAL ACCOUNTABILITY:

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

4.4 RECAPTURE OF FUNDS:

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

4.5 CONTINGENCY CLAUSE:

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

ARTICLE V

AUDIT

5.1 As a necessary part of this Agreement, the SUBRECIPIENT shall adhere to the following audit requirements:

5.1.1 If the SUBRECIPIENT expends \$750,000 or more in the fiscal year in Federal awards it shall have a single audit or program specific audit conducted for that year. The audit shall be conducted in accordance with GAGAS and OMB Circular A-133. The audit shall determine whether the financial statements are

presented fairly in all material respects in conformity with generally accepted accounting principles.

In addition to the above requirements, the auditor shall perform procedures to obtain an understanding of internal controls and perform sufficient testing to ensure compliance with the procedures. Further the auditor shall determine whether the SUBRECIPIENT has complied with laws, regulations and the provisions of this Agreement.

A reporting package shall be submitted within the earlier of 30 days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period. The reporting package will include the certified financial statements and schedule of expenditures of Federal Awards; a summary schedule of prior audit findings; the auditor's report and the corrective action plan. The auditor's report shall include:

- a) an opinion (or disclaimer of opinion) as to whether the financial statements are presented fairly in all material respects in conformity with generally accepted principles and an opinion (or disclaimer of opinion) as to whether the schedule of expenditures of Federal Awards is presented fairly in all material respects in relation to the financial statements taken as a whole.
- b) a report on internal controls related to the financial statements and major programs. This report shall describe the scope of testing of internal controls and the results of the test, and, where applicable, refer to the separate schedule of findings and questioned costs.
- c) a report on compliance with laws, regulations, and the provisions of contracts and/or this Agreement, noncompliance with which could have a material effect on the financial statements. This report shall also include an opinion (or disclaimer of opinion) as to whether the SUBRECIPIENT complied with the laws, regulations, and the provisions of contracts and this Agreement which could have a direct and material effect on the program and, where applicable, refer to the separate schedule of findings and questioned costs.
- d) a schedule of findings and questioned cost which shall include the requirements of OMB Circular A-133.

5.1.2 If the SUBRECIPIENT expends less than \$750,000 in the fiscal year in Federal awards it is exempted from Federal audit requirements for that year and consequently the audit cost is not a reimbursable expense. The City, however,

may request the SUBRECIPIENT to have a limited scope audit for monitoring purposes. These limited scope audits will be paid for and arranged by the City and address only one or more of the following types of compliance requirements: activities allowed or unallowed; allowable costs/cost principles; eligibility; matching, level of effort, earmarking; and, reporting.

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

ARTICLE VI

RECORDS AND REPORTS

6.1 The SUBRECIPIENT shall establish and maintain sufficient records to enable the CITY to determine whether the SUBRECIPIENT has met the requirements of the CDBG Program.

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

6.1.1 Records providing a full description of each activity assisted (or being assisted) with CDBG Funds, including its location (if the activity has a geographical locus), the amount of CDBG Funds budgeted, obligated and expended for the activity, and the specific provision in 24 CFR Subpart C of the CDBG Program regulations under which the activity is eligible.

6.1.2 Records demonstrating that each activity undertaken meets one of the criteria set forth in 24 CFR 570.208 of the CDBG Program regulations. Where information on income by family size is required, the SUBRECIPIENT may substitute evidence establishing that the person assisted qualified under another program having income qualification criteria at least as restrictive as that used in the definitions of “low- and moderate-income person” and “low- and moderate-income household” as set forth in 24 CFR 570.3; or, the SUBRECIPIENT may substitute a copy of a verifiable certification from the assisted person that his or her family income does not exceed the applicable income limit established in accordance with 24 CFR 570.3; or, the SUBRECIPIENT may substitute a notice that the assisted person is a referral from any governmental agency that determines persons to be “low- and moderate-income persons” based upon

HUD's criteria and agrees to maintain documentation supporting those determinations. Such records shall include the following information:

- (i) For each activity determined to benefit low- and moderate-income persons, the income limits applied and the point in time when the benefit was determined.
- (ii) For each activity determined to benefit low- and moderate-income persons based on the area served by the activity:
 - (a) The boundaries of the service area;
 - (b) The income characteristics of families and unrelated individuals in the service area; and
 - (c) If the percent of low- and moderate-income persons in the service area is less than 51 percent, data showing that the area qualifies under the exception criteria set forth in 24 CFR 570.208(a)(1)(ii);
- (iii) For each activity determined to benefit low- and moderate-income persons because the activity involves a facility or service designed for use by a limited clientele consisting exclusively or predominantly of low- and moderate-income persons:
 - (a) Documentation establishing that the facility or service is designed for and used by elderly persons, severely disabled persons, battered spouses, abused children, the homeless, illiterate persons, persons living with AIDS, or migrant farm workers, for which the regulations provide presumptive benefit to low- and moderate-income persons; or
 - (b) Documentation describing how the nature and, if applicable, the location of the facility or service establishes that it is used predominantly by low- and moderate-income persons; or
 - (c) Data showing the size and annual income of the household of each person receiving the benefit.

6.1.3 Equal Opportunity Records containing:

- (i) Data on the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funded in whole or in part with CDBG Funds. Such information shall be used only as a

basis for further investigation relating to compliance with any requirement to attain or maintain any particular statistical measure by race, ethnicity, disability or gender in covered programs.

- (ii) Documentation of actions undertaken to meet the requirements of 24 CFR 570.607(b) which implements Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701U) relative to the hiring and training of low- and moderate-income persons and the use of local businesses.

6.1.4 Financial records, in accordance with the applicable requirements listed in 24 CFR 570.502.

6.1.5 Records required to be maintained in accordance with other applicable laws and regulations set forth in Subpart K of 24 CFR.

6.2 RETENTION AND ACCESSIBILITY OF RECORDS:

6.2.1 The Department shall have the authority to review the SUBRECIPIENT'S records, including Project and programmatic records and books of account, for a period of three (3) years from the expiration/termination of this Agreement (the "Retention Period"). All books of account and supporting documentation shall be kept by the SUBRECIPIENT at least until the expiration of the Retention Period. The SUBRECIPIENT shall maintain records sufficient to meet the requirements of 24 CFR 570. All records and reports required herein shall be retained and made accessible as provided thereunder. The SUBRECIPIENT further agrees to abide by Chapter 119, Florida Statutes, as the same may be amended from time to time, pertaining to public records.

The SUBRECIPIENT shall ensure that the Agreement Records shall be at all times subject to and available for full access and review, inspection and audit by the CITY, federal personnel and any other personnel duly authorized by the CITY.

6.2.2 The SUBRECIPIENT shall include in all the Department approved subcontracts used to engage subcontractors to carry out any eligible substantive project or programmatic activities, as such activities are described in this Agreement and defined by the Department, each of the record-keeping and audit requirements detailed in this Agreement. The Department shall in its sole discretion determine

when services are eligible substantive project and/or programmatic activities and subject to the audit and record-keeping requirements described in this Agreement

6.2.3 If the CITY or the SUBRECIPIENT has received or given notice of any kind indicating any threatened or pending litigation, claim or audit arising out of the activities pursuant to the project, the activities and/or the Work Program or under the terms of this Agreement, the Retention Period shall be extended until such time as the threatened or pending litigation, claim or audit is, in the sole and absolute discretion of the Department fully, completely and finally resolved.

6.2.4 The SUBRECIPIENT shall notify the Department in writing both during the pendency of this Agreement and after its expiration/termination as part of the final closeout procedure, of the address where all Agreement Records will be retained.

6.2.5 The SUBRECIPIENT shall obtain the prior written consent of the Department to the disposal of any Agreement Records within one year after the expiration of the Retention Period.

6.3 PROVISION OF RECORDS:

6.3.1 At any time upon request by the Department, the SUBRECIPIENT shall provide all Agreement Records to the Department. The requested Agreement Records shall become the property of the Department without restriction, reservation, or limitation on their use. The Department shall have unlimited rights to all books, articles, or other copyrightable materials developed in the performance of this Agreement. These rights include the right of royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use the Work Program for public purposes.

6.3.2 If the SUBRECIPIENT receives funds from, or is under regulatory control of, other governmental agencies, and those agencies issue monitoring reports, regulatory examinations, or other similar reports, the SUBRECIPIENT shall provide a copy of each such report and any follow-up communications and reports to the Department immediately upon such issuance, unless such disclosure would be prohibited by any such issuing agency.

6.4 MONITORING:

The SUBRECIPIENT shall permit the Department and other persons duly authorized by the Department to inspect all Agreement Records, facilities, goods, and activities of the SUBRECIPIENT which are in any way connected to the activities undertaken pursuant to the

terms of this Agreement, and/or interview any clients, employees, subcontractors or assignees of the SUBRECIPIENT. Following such inspection or interviews, the Department will deliver to the SUBRECIPIENT a report of its findings. The SUBRECIPIENT will rectify all deficiencies cited by the Department within the specified period of time set forth in the report or provide the Department with a reasonable justification for not correcting the same. The Department will determine in its sole and absolute discretion whether or not the SUBRECIPIENT'S justification is acceptable.

At the request of the CITY, the SUBRECIPIENT shall transmit to the CITY written statements of the SUBRECIPIENT's official policies on specified issues relating to the SUBRECIPIENT's activities. The CITY will carry out monitoring and evaluation activities, including visits and observations by CITY staff; the SUBRECIPIENT shall ensure the cooperation of its employees and its Board members in such efforts. Any inconsistent, incomplete, or inadequate information either received by the CITY or obtained through monitoring and evaluation by the CITY, shall constitute cause for the CITY to terminate this Agreement.

6.5 RELATED PARTIES:

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

ARTICLE VII

OTHER CDBG PROGRAM REQUIREMENTS

7.1 The SUBRECIPIENT shall maintain current documentation that its activities are CDBG eligible in accordance with 24 CFR Part 570.201.

7.2 The SUBRECIPIENT shall ensure and maintain documentation that conclusively demonstrates that each activity assisted in whole or in part with CDBG Funds is an activity which provides benefit to low and moderate-income persons.

7.3 The SUBRECIPIENT shall comply with all applicable provisions of 24 CFR Part 570 and shall carry out each activity in compliance with all applicable federal laws and regulations described therein.

7.4 The SUBRECIPIENT shall cooperate with the Department in informing the appropriate citizen participation structures, including the appropriate area committees, of the activities of the SUBRECIPIENT in adhering to the provisions of this Agreement. Representatives of the SUBRECIPIENT shall attend meetings of the appropriate committees and citizen participation structures upon the request of the citizen participation officers or the Department.

7.5 The SUBRECIPIENT shall, to the greatest possible, give low-and-moderate-income residents of the service area(s) opportunities for training and employment.

7.6 NON-DISCRIMINATION: The SUBRECIPIENT shall not discriminate on the basis of race, color, national origin, sex, religion, age, marital or family status or handicap in connection with the activities and/or the Work Program or its performance under this Agreement.

Furthermore, the SUBRECIPIENT agrees that no otherwise qualified individual shall, solely by reason of his/her race, sex, color, creed, national origin, age, marital status or handicap, be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

7.7 The SUBRECIPIENT shall carry out its Work Program in compliance with all federal laws and regulations, including those described in Subpart K of the CDBG Program regulations (24 CFR 570.600-612).

7.8 The SUBRECIPIENT and its subcontractors shall comply with the Davis-Bacon Act, the Lead-Based Paint Poisoning Prevention Act, and any other applicable laws, ordinances and regulations.

7.9 The SUBRECIPIENT shall abide by the Federal Labor Standards provisions of U.S. HUD Form 4010 incorporated herein as part of this Agreement.

7.10 UNIFORM ADMINISTRATIVE REQUIREMENTS. The SUBRECIPIENT shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations" and with the applicable requirements of 2 CFR Part 200 (the revised OMB Circular No. A-110).

7.11 RELIGIOUS ORGANIZATIONS/CONSTITUTIONAL PROHIBITION. If the SUBRECIPIENT is or was created by a religious organization, the SUBRECIPIENT agrees that all CDBG Funds disbursed under this Agreement shall be subject to the conditions, restrictions, and limitations of 24 CFR Part 570.200(j).

In accordance with the First Amendment of the United States Constitution, particularly regarding the relationship between church and State, as a general rule, CDBG assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities, as provided in 24 CFR Part 570.200(j). The SUBRECIPIENT shall comply with those requirements and prohibitions when entering into subcontracts.

7.12 REVERSION OF ASSETS. Upon expiration/termination of this Agreement, the SUBRECIPIENT must transfer to the CITY any CDBG Funds on hand at the time of expiration/termination and any accounts receivable attributable to the use of CDBG Funds.

7.13 ENFORCEMENT OF THIS AGREEMENT. Any violation of this Agreement that remains uncured thirty (30) days after the SUBRECIPIENT'S receipt of notice from the CITY (by certified or registered mail) of such violation may, at the option of the CITY, be addressed by an action for damages or equitable relief, or any other remedy provided at law or in equity. In addition to the remedies of the CITY set forth herein, if the SUBRECIPIENT materially fails to comply with the terms of this Agreement, the CITY may suspend or terminate this Agreement in accordance with 2 CFR Part 200.339, as set forth more fully below in Article IX of this Agreement.

7.14 The SUBRECIPIENT shall not assume the CITY's environmental responsibilities described at 24 CFR 570.604 of the CDBG Program regulations nor the CITY's responsibility for initiating the review process under Executive Order 12372.

ARTICLE VIII

PROGRAM INCOME

8.1 Program income means gross income received by the SUBRECIPIENT which has been directly generated from the use of the CDBG Funds. When such income is generated by an activity that is only partially assisted with the CDBG Funds, the income shall be prorated to reflect the percentage of CDBG Funds used. Program income generated by CDBG funded activities shall be used only to undertake those activities specifically approved by the CITY on and for the Work Program. All provisions of this Agreement shall apply to such activities. Any program income on hand when this Agreement expires/terminates or received after such expiration/termination shall be paid to the CITY, as required by 24 CFR 570.503(b)(7) of the CDBG Program regulations.

The SUBRECIPIENT shall submit to the CITY monthly a Program Income Report and a Work Program Status Report. The Program Income Report shall identify CDBG activities in which income was derived and how income has been utilized.

8.2 REPAYMENTS. Any interest or other return on the investment of the CDBG Funds shall be remitted to the CITY on a monthly basis. Any CDBG Funds funded to the SUBRECIPIENT that do not meet the eligibility requirements, as applicable, must be repaid to the CITY.

ARTICLE IX

REMEDIES, SUSPENSION, TERMINATION

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

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

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

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

9.2 SUSPENSION:

- 9.2.1 The Department may, for reasonable cause temporarily suspend the SUBRECIPIENT'S operations and authority to obligate funds under this Agreement or withhold payments to the SUBRECIPIENT pending necessary corrective action by the SUBRECIPIENT, or both. Reasonable cause shall be

determined by the Department in its sole and absolute discretion, and may include:

- (i) Ineffective or improper use of the CDBG Funds by the SUBRECIPIENT;
- (ii) Failure by the SUBRECIPIENT to materially comply with any term or provision of this Agreement;
- (iii) Failure by the SUBRECIPIENT to submit any documents required by this Agreement; or
- (iv) The SUBRECIPIENT'S submittal of incorrect or incomplete documents.

9.2.2 The Department may at any time suspend the SUBRECIPIENT'S authority to obligate funds, withhold payments, or both.

9.2.3 The actions described in paragraphs 9.2.1 and 9.2.2 above may be applied to all or any part of the activities funded by this Agreement.

9.2.4 The Department will notify the SUBRECIPIENT in writing of any action taken pursuant to this Article, by certified mail, return receipt requested, or by in person delivery with proof of delivery. The notification will include the reason(s) for such action, any conditions relating to the action taken, and the necessary corrective action(s).

9.3 TERMINATION:

9.3.1 Termination Because of Lack of Funds.

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

9.3.2 Termination for Breach.

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

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

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

ARTICLE X

MISCELLANEOUS PROVISIONS

10.1 **INDEMNIFICATION.** The SUBRECIPIENT shall pay and save the CITY harmless from and against any and all claims, liabilities, losses, and causes of action which may arise out of the SUBRECIPIENT'S activities related to the Work Program or otherwise under this Agreement, including all acts or omissions to act on the part of the SUBRECIPIENT and/or any persons acting for or on its behalf, and from and against any relevant orders, judgments, or decrees which may be entered against the CITY, and from and against all costs, attorney's fees, expenses, and liabilities incurred by the CITY in the defense or investigation of any such claims or other matters.

10.2 **AMENDMENTS.** No amendments to this Agreement shall be binding unless in writing and signed by both parties hereto. Budget modifications shall be approved by the Department in writing.

10.3 **OWNERSHIP OF DOCUMENTS.** All documents developed by the SUBRECIPIENT under this Agreement shall be delivered to the CITY upon completion of the activities required pursuant to this Agreement and shall become the property of the CITY, without restriction or limitation on their use if requested by the City. The SUBRECIPIENT agrees that all documents

maintained and generated pursuant to this Agreement shall be subject to all provisions of the Public Records Law, Chapter 119, Florida Statutes.

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

10.4 AWARD OF AGREEMENT. The SUBRECIPIENT warrants that it has not employed or retained any person employed by the CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person employed by the CITY any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of this Agreement.

10.5 NON-DELEGABILITY. The obligations undertaken by the SUBRECIPIENT pursuant to this Agreement shall not be delegated or assigned to any other person or firm, in whole or in part, without the CITY'S prior written consent which may be granted or withheld in the CITY'S sole discretion.

10.6 CONSTRUCTION OF AGREEMENT. This Agreement shall be construed and enforced according to the laws of the State of Florida.

10.7 CONFLICT OF INTEREST.

10.7.1 The SUBRECIPIENT covenants that no person under its employ who presently exercises any functions or responsibilities in connection with CDBG Program funded activities has any personal financial interest, direct or indirect, in this Agreement. The SUBRECIPIENT further covenants that, in the performance of this Agreement, no person having such a conflicting interest shall be employed. Any such interest on the part of the SUBRECIPIENT or its employees must be disclosed in writing to the CITY.

10.7.2 The SUBRECIPIENT is aware of the conflict of interest laws of the City of Miami Gardens (Dade County Code Section 2-11-1) and the State of Florida (Chapter 112, Florida Statutes), and agrees that it shall comply in all respects with the terms of the same.

10.7.3 Procurement. The SUBRECIPIENT shall comply with the standards contained within OMB Circular No. A-110.

10.7.4 In all other cases, the SUBRECIPIENT shall comply with the standards contained within 24 CFR 570.611

10.8 NO OBLIGATION TO RENEW. Upon expiration of the term of this Agreement, the SUBRECIPIENT agrees and understands that the CITY has no obligation to renew this Agreement.

10.9 ENTIRE AGREEMENT:

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

10.10 GENERAL CONDITIONS.

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

CITY OF MIAMI GARDENS

Laurin Yoder
Department of Community Development
18605 N.W. 27th Avenue
Miami Gardens, Florida 33056

SUBRECIPIENT

10.10.2 Title and paragraph headings are for convenient reference and are not a part of this Agreement.

10.10.3 In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall control.

10.10.4 No waiver of breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

10.10.5 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid,

illegal or otherwise unenforceable under the laws of the State of Florida or the City of Miami Gardens, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severed, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

10.11 INDEPENDENT CONTRACTOR. THE SUBRECIPIENT and its employees and agents shall be deemed to be independent contractors and not agents or employees of the CITY, and shall not attain any rights or benefits under the Civil Service or Pension Ordinances of the CITY or any rights generally afforded classified or unclassified employees; further, they shall not be deemed entitled to the Florida Worker's Compensation benefits as employees of the CITY.

10.12 SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the parties hereto, and their respective heirs, executors, legal representatives, successors, and assigns.

10.13 SUBRECIPIENT CERTIFICATION. The SUBRECIPIENT certifies that it possesses the legal authority to enter into this Agreement pursuant to authority that has been duly adopted or passed as an official act of the SUBRECIPIENT'S governing body, authorizing the execution of the Agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the SUBRECIPIENT to act in connection with this Agreement and to provide such information as may be required.

10.14 COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAWS. To the extent required by law, the SUBRECIPIENT shall comply with the public records laws in accordance with Chapter 119, Florida Statutes. Specifically, the SUBRECIPIENT agrees to comply with Section 119.0701, Florida Statutes. Public records shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency, as defined in Section 119.011, Florida Statutes, as amended. The City shall make the sole determination of which records, if any, are exempt from inspection.

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

SUBRECIPIENT

a Florida not-for-profit corporation

ATTEST:

Corporate Secretary

Date

By: _____

Name:

Date

Title:

SEAL

CITY OF MIAMI GARDENS, a municipal Corporation of the State of Florida

ATTEST:

Ronetta Taylor, MMC
City Clerk

Date

By: _____

Cameron D. Benson
City Manager

Date

APPROVED AS TO
INSURANCE REQUIREMENTS:

APPROVED FOR LEGAL
SUFFICIENCY:

Melissa Negrón, Director
Human Resources/Risk Management

Date

Sonja K. Dickens
City Attorney

Date



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	September 9, 2015		Item Type: <small>(Enter X in box)</small>	Resolution X	Ordinance	Other
Fiscal Impact: <small>(Enter X in box)</small>	Yes	No	Ordinance Reading: <small>(Enter X in box)</small>	1st Reading		2nd Reading
	X		Public Hearing: <small>(Enter X in box)</small>	Yes	No	Yes
Funding Source:	Community Development Block Grant (CDBG) Fund		Advertising Requirement: <small>(Enter X in box)</small>	Yes		No
				X		
Contract/P.O. Required: <small>(Enter X in box)</small>	Yes	No	RFP/RFQ/Bid #:	N/A		
	X					
Strategic Plan Related <small>(Enter X in box)</small>	Yes	No	Strategic Plan Priority Area: Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communication <input type="checkbox"/>	Strategic Plan Obj./Strategy: <small>(list the specific objective/strategy this item will address)</small>		
		X				
Sponsor Name	Cameron Benson, City Manager		Department:	Community Development		

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ALLOCATING FISCAL YEAR 2015-2016 COMMUNITY DEVELOPMENT BLOCK GRANT (“CDBG”) PUBLIC SERVICE FUNDS, IN THE AMOUNT OF FIFTEEN THOUSAND NINE HUNDRED NINETY-SIX DOLLARS (\$15,996.00) TO SWITCHBOARD OF MIAMI INC.; AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY THAT CERTAIN SUBRECIPIENT AGREEMENT FOR THIS PURPOSE, ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Background:
Annually, the City of Miami Gardens sets aside Community Development Block Grant (CDBG) funds for

the provision of public services (also referred to as social services) to Miami Gardens' residents. U.S. HUD regulations allows for up to 15% of the City's annual CDBG allocation to be used for public service programs. The City's Department of Community Development makes these funds available to interested non-profit, community-based organizations applying through a formal Request for Proposal (RFP) process. For the 2015-16 fiscal year a total of \$150,096.00 (15% of annual CDBG allocation) is available in the Public Services category. This is nearly level funding from last year.

A RFP was made available on April 1, 2015. City staff held two (2) Technical Assistance (TA) Workshops on March 31, 2015 and April 9, 2015, at which approximately twenty (20) agencies were informed of the program guidelines and requirements. Additionally, a Pre-Proposal meeting was also held on April 9, 2015 where four (4) agencies attended and were given the opportunity to ask specific questions about the RFP.

Proposals were due on April 29, 2015 by 4:00 p.m. A total of twelve (12) proposals were submitted. Eight (8) high scoring agencies are being recommended to Council to receive funding for the 2015-2016 program year. They are as follows:

1. Carrfour Supporting Housing, Inc.	\$ 9,000.00
2. JPM Centre at Miami Gardens Drive, Inc.	\$ 17,600.00
3. Kristi House, Inc.	\$ 15,000.00
4. Mt. Pisgah Seventh Day Adventist Church	\$ 12,000.00
5. North Dade Youth & Family Coalition	\$ 10,500.00
6. Prosperity Social & Community Dev. Group, Inc.	\$ 10,000.00
7. Sunshine for All, Inc.	\$ 60,000.00
8. Switchboard of Miami	<u>\$ 15,996.00</u>
	\$150,096.00

Current Situation:

Below is a summary for each organization and their proposed program:

Carrfour Supportive Housing, Inc. was founded by the Greater Miami Chamber of Commerce in 1993 with a mission to confront homelessness by developing affordable housing and providing supportive services. They provide an afterschool and mentoring program for 40 formerly homeless families relocated to Del Prado Gardens, one of Carrfour's permanent supportive housing developments in Miami Gardens. Carrfour aftercare/mentoring program offers a comprehensive curriculum that includes a minimum of five core components; (1) literacy (2) physical activity and fitness (3) social skills – building (4) family involvement and (5) nutrition. Carrfour services are provided on site at the Del Prado Gardens daily from 3:30 p.m. to 7:30 p.m. and an all day activity one Saturday a month focusing on enhancing the community. The program was previously funded at \$9,000 in FY 2014-15 and to date has served as many as 42 youth. Staff is recommending continued funding at an equal level for FY 2015-16.

JPM Center at Miami Gardens Drive, Inc. is a non-profit, faith-based organization located in Miami Gardens that administers an after school program to low & moderate income youth who live in Miami Gardens. The program focuses on engaging youth during the after-school hours between 3-6 pm, Tuesday through Friday. It includes reading literacy, computer skills and athletic activities, as well as teaching self-esteem, effective communication skills, good decision making techniques, anger management, conflict resolution and technical skills; all which build strong, solid character and values, as they become adults. In addition, parents/guardians of participants receive training workshops on

positive parenting styles, discipline techniques and communication styles. The City has funded the program since 2008, and for FY 2014-15 awarded JPM \$14,600 to serve twenty-five (25) youth. The students participate in daily reading and math literacy exercises and as a result 83% of students have shown an improvement in their math skill and 91% have improved their reading skills. Staff is recommending continued funding of this program.

Kristi House Inc. is a non-profit organization that offers specialized and coordinated services for children who are victims of sexual abuse. Through the Kristi House program, clients will benefit from a healing environment for child victims of abuse and their families, regardless of income, through prevention, treatment and coordination of services with community partners. The City has previously funded this program in 2014-15 at \$12,500, which has served as many as 31 youth and their families at their North Office, located at 18841 NW 2 Avenue, over the contract period. The case coordinator provides comprehensive wrap-around services and therapist meet weekly with clients to provide mental health intervention services. As a result, 93% of cases closed successfully with families meeting the goals identified in their service plans. Seventy-five percent (75%) reported improved or stable behavioral and social function for their child. Staff is recommending continued funding of this program.

Mt. Pisgah Seventh-day Adventist Church is a faith-based, non-profit organization that provides programs that address issues facing low-income families such as food insecurity and sustainability. Located at 3340-50 NW 215th Street in Miami Gardens, Mt. Pisgah's Food Pantry has been in operation since 2005 and is open the 2nd and 4th Wednesday of every month from 2:30 p.m. – 4:30 p.m. In 2014 the Food Pantry distributed over 210,000 pounds of food to 6,320 families with over 27,180 individuals. In partnership with Feeding South Florida and Farm Share, who provide donated food and recovered produce for distribution, Mt. Pisgah is on target to serve over 6,500 households with a projected number of 27,796 persons who are at or below the poverty level in 2015. Without services provided by the food pantry to seniors, many of the seniors would likely experience hunger resulting in poor health and malnutrition. The City is currently funding this program at \$10,000 which has served 316 low-income seniors thus far this year. Staff is recommending continued funding at an increased amount of \$12,000.

North Dade Youth & Family Coalition (NDYFC) (aka Youth Violence Prevention Coalition) was established in 2006 following a wave of shooting deaths involving youth. Since its inception NDYFC has been the community catalyst for intake assessment, information and referrals to residents in need of support services living in the City of Miami Gardens. Since 2013, NDYFC has served 588 households through care coordination/wraparound services, community policing and positive youth development activities with successful results. Previously the City funded NDYFC's All 4 You Program in FY 2014-15. However this year NDYFC has proposed a new program, the NDYFC Network, which will provide wraparound care coordination services to school age youth, ages 5-18, who are identified as at-risk of frequent school absences, suspensions from school, failing academically and/or involved in violence and crime at home, school or in the community, with overall goals to improve academic performance and school attendance. NDYFC proposes to serve 50 youth throughout the program year.

Prosperity Social & Community Development Group, Inc. (PSCDG) is a non-profit organization founded in 2011 to provide literacy and job readiness skills to women and girls throughout Miami-Dade County. PSCDG proposes to implement an expanded version of their NOW (Needing Opportunities to Win) Project to the Miami Gardens community. The program will provide literacy, job training, financial literacy, career guidance, and support groups to both high school boys and girls, ages 15-21, who are dropouts, potential dropouts, unemployed, pregnant teens and re-entries from the corrections system. They will serve 60 youth from the City of Miami Gardens through their partnerships with both Norland

and Miami Carol City Senior High Schools and the Departments of Juvenile Justice and Corrections. Staff is recommending funding of this new organization and program to serve a currently unmet need in the community.

Sunshine For All, Inc. is a non-profit organization that delivers in-home meals to low & moderate income seniors and disabled persons who live in Miami Gardens. Eligible meal recipients receive one hot meal per day, five days a week, Monday through Friday. Meals are selected by a licensed and registered dietician in order to assure that they meet the recommended dietary allowances. Currently, Sunshine is serving 54 clients under the FY 2014-2015 contract in the amount of \$80,000. City staff is recommending continued funding of the program but at a reduced amount of \$60,000.

Switchboard of Miami, Inc. is a non-profit organization that provides crisis counseling and information and referral services to Miami-Dade County residents. Switchboard created the Seniors Never Alone Program (SNAP), a telephone reassurance service to individuals sixty-five (65) years of age or older, residing in Miami-Dade County, that live alone or are alone for the majority of the day. SNAP provides in-bound phone coverage 24 hours/7 days a week and out-bound case managed calls to seniors enrolled in the program. Seniors are assigned a Reassurance Specialist and, at a minimum, receive two (2) management calls per week. Because Switchboard houses the County's only comprehensive social services database, the clients have a built-in resource for additional assistance and referrals. The City is currently funding this program in the amount of \$12,877, serving a total of 66 seniors over the FY 2014-15 contract period. Staff is recommending continued support at an increased amount of \$15,996.

All clients served through these programs are Miami Gardens residents. Contract periods for service for all the above organizations will begin October 1, 2015 through September 30, 2016. Staff will monitor each organization throughout the contract period to ensure they comply with all Federal CDBG and City of Miami Gardens requirements.

A resolution is required in order to allocate CDBG Funds to the above organizations. Subsequent to Council approval of staff's recommendation, sub-recipient agreements will be executed between the City and the above referenced organizations in which the scope of services, performance deliverables, and funding distribution will be outlined.

Fiscal Impact:

The City FY 2015-16 award of CDBG grant is \$1,000,644. Fifteen (15%) percent of this allocation which is \$150,096 is available for Public Services expenses. The above allotment to the various agencies totaled to the amount that is within the budget in the Public Service category.

Proposed Action:

That the City Council approves the attached resolution.

Attachment:

- Public Services Scores & Summary Table
- Sub-recipient Agreement (FY 2015-2016)

RESOLUTION NO. 2015_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, ALLOCATING FISCAL YEAR 2015-2016 COMMUNITY DEVELOPMENT BLOCK GRANT ("CDBG") PUBLIC SERVICE FUNDS, IN THE AMOUNT OF FIFTEEN THOUSAND NINE HUNDRED NINETY-SIX DOLLARS (\$15,996.00) TO SWITCHBOARD OF MIAMI INC.; AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY THAT CERTAIN SUBRECIPIENT AGREEMENT FOR THIS PURPOSE, ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, annually the City makes available Community Development Block Grant ("CDBG") funds for the provision of public services to Miami Gardens residents, and

WHEREAS, these funds are made available to interested non-profit and community based organizations applying through a formal request for a proposal process, and

WHEREAS, this year, a total of One Hundred Fifty Thousand Ninety Six Dollars (\$150,096.00), is available for non-profit organizations under the public service category, and

WHEREAS, the City issued a RFP for the 2015-2016 year, Public Service Grant on April 1, 2015, and

WHEREAS, a total of twelve (12) proposals were submitted, and

WHEREAS, eight (8) of the highest scoring agencies are being recommended to the City Council to receive funding for the 2015-2016 program year, and

WHEREAS, Switchboard of Miami, Inc., is a non-profit organization that provides crisis counseling and information and referral services to Miami-Dade County residents, and

33 WHEREAS, Switchboard of Miami, Inc., created the Seniors Never Alone
34 Program (SNAP), a telephone reassurance service to individuals sixty-five (65) years of
35 age or older, residing in Miami-Dade County, that live alone or are alone for the majority
36 of the day, and

37 WHEREAS, City staff is recommending funding to Switchboard of Miami, Inc., in
38 the amount of Fifteen Thousand, Nine Hundred Ninety-Six Dollars (\$15,996.00), for the
39 2015-2016 program year,

40 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
41 OF MIAMI GARDENS, FLORIDA AS FOLLOWS:

42 Section 1: ADOPTION OF REPRESENTATIONS: The foregoing Whereas
43 paragraphs are hereby ratified and confirmed as being true, and the same are hereby
44 made a specific part of this Resolution.

45 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
46 hereby allocates Fiscal Year 2015-2016 Community Development Block Grant
47 ("CDBG") Public Service Funds, in the amount of Fifteen Thousand Nine Hundred
48 Ninety-Six Dollars (\$15,996.00) to Switchboard of Miami, Inc.; and authorizes the City
49 Manager and the City Clerk to execute and attest, respectively that certain Subrecipient
50 Agreement for this purpose, attached hereto as Exhibit "A".

51 Section 3: INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby
52 authorized to obtain two (2) fully executed copies of the subject Agreement with one to
53 be maintained by the City, and one to be delivered to Switchboard of Miami, Inc.

54 Section 4: EFFECTIVE DATE: This Resolution shall take effect immediately
55 upon its final passage.

56 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI
57 GARDENS AT ITS REGULAR MEETING HELD ON _____, 2015.

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OLIVER GILBERT, III, MAYOR

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ATTEST:

RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

SPONSORED BY: CAMERON D.BENSON, CITY MANAGER

Moved by: _____

VOTE: _____

Mayor Oliver Gilbert, III	_____ (Yes)	_____ (No)
Vice Mayor Felicia Robinson	_____ (Yes)	_____ (No)
Councilwoman Lillie Q. Odom	_____ (Yes)	_____ (No)
Councilman David Williams Jr	_____ (Yes)	_____ (No)
Councilwoman Lisa C. Davis	_____ (Yes)	_____ (No)
Councilman Rodney Harris	_____ (Yes)	_____ (No)
Councilman Erhabor Ighodaro, Ph.D.	_____ (Yes)	_____ (No)

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**CITY OF MIAMI GARDENS, FLORIDA
COMMUNITY DEVELOPMENT BLOCK GRANT
PUBLIC SERVICES PROGRAM AGREEMENT**

THIS AGREEMENT (hereinafter the “Agreement”) is entered into this 1st day of **October, 2015**, between the City of Miami Gardens, a municipal corporation of the State of Florida (hereinafter referred to as the “CITY”) and _____, **Inc.**, a Florida not for profit corporation (hereinafter referred to as the “SUBRECIPIENT”).

FUNDING SOURCE: Community Development Block Grant Funds
AMOUNT: _____
TERM OF THE AGREEMENT: October 1, 2015 through September 30, 2016
IDIS NUMBER: (to be completed by the City): _____

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

ARTICLE I

EXHIBITS AND DEFINITIONS

1.1 **EXHIBITS.** Attached hereto and forming a part of this Agreement are the following Exhibits:

- | | |
|-----------|--|
| Exhibit A | Corporate Resolution Authorizing Execution of this Agreement. |
| Exhibit B | Work Program |
| Exhibit C | Compensation and Budget Summary |
| Exhibit D | Certification Regarding Lobbying Form |
| Exhibit E | Certification Regarding Debarment, Suspension and other
Responsibility Matters (Primary Covered Transactions Form). |
| Exhibit F | Crime Entity Affidavit |

1.2 DEFINED TERMS. As used herein the following terms shall mean:

Act or 24 CFR 570

Title I of the Housing and Community Development Act of 1974, as amended.

Agreement Records:

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

CDBG Program:

Community Development Block Grant Program.

CDBG Requirements:

The requirements contained in 24 CFR Part 570, Rule 9I of the Florida Administrative Code and as established by the City of Miami Gardens, Florida.

Department:

The City of Miami Gardens Department of Community Development.

Federal Award:

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

Low-and-Moderate

Income Person:

A member of a low- or moderate-income family whose income is within specific income levels set forth by U.S. HUD.

U.S. HUD or HUD:

The United States Department of Housing and Urban Development.

ARTICLE II
BASIC REQUIREMENTS

The following documents must be approved by the CITY and must be on file with the Department prior to the CITY'S execution of this Agreement:

- 2.1 The Work Program submitted by the SUBRECIPIENT to the CITY which shall become attached hereto as Exhibit B to this Agreement and shall include the following:
 - 2.1.1 The description section shall detail the activities to be carried out by the SUBRECIPIENT. It should specifically describe the activities to be carried out as a result of the expenditure of CDBG Funds. Where appropriate it should list measurable objectives, define the who, what, where and when of the project, and in general detail how these activities will ensure that the intended beneficiaries will be served.
 - 2.1.2 The schedule of activities and measurable objectives plays an essential role in the grant management system. The schedule should provide projected milestones and deadlines for the accomplishment of tasks in carrying out the Work Program. These projected milestones and deadlines are a basis for measuring actual progress during the term of this Agreement. These items shall be in sufficient detail to provide a sound basis for the CITY to effectively monitor performance by the SUBRECIPIENT under this Agreement.
- 2.2 The Budget Summary attached hereto as Exhibit C, which shall include: completion of the SUBRECIPIENT'S Itemized Budget, Cost Allocation, Budget Narrative, Staff Salaries Schedule and a copy of all subcontracts.
- 2.3 A list of the SUBRECIPIENT'S present officers and members of the Board (names, addresses and telephone numbers).
- 2.4 A list of key staff persons (with their titles) who will carry out the Work Program.
- 2.5 Completion of an Authorized Representative Statement.
- 2.6 Completion of a Statement of Accounting System.
- 2.7 A copy of the SUBRECIPIENT'S corporate personnel policies and procedures.
- 2.8 Job description and resumes for all positions funded in whole or in part under this Agreement.
- 2.9 A letter accepting the Office of Management and Budget ("OMB") Circular No.A-87 "Principles for Determining Costs Applicable to Grants and Agreements with State, Local and Federally recognized Indian Tribal Governments;" OMB Circular No. A-110,

Attachments “A” (Cash Depositories), “B” (Bonding and Insurance), “C” (Retention and Custodial Requirements for Records), “F” (Standards for Financial Management Systems), “H” (Monitoring and Reporting Progress Performance), “N” (Property Management Standards), and “O” (Procurement Standards); OMB Circular Nos. A-122 and A-21: “Cost Principles for Non-Profit Organizations and Cost Principles for Educational Institutions,” as modified by 24 CFR Section 570.502(a)(b); “Applicability of Uniform Administrative Requirements” of the CDBG Program Regulations Final Rule and Lead Based Paint Regulations 24 CFR Part 35.

- 2.10 Copy of the SUBRECIPIENT’S last federal income tax return (IRS Form 990).
- 2.11 The following corporate documents:
 - (i) Bylaws, resolutions, and incumbency certificates for the SUBRECIPIENT, certified by the SUBRECIPIENT’S Corporate Secretary, authorizing the consummation of the transactions contemplated hereby, all in a form satisfactory to the CITY.
- 2.12 ADA Certification.
- 2.13 Drug Free Certification.
- 2.14 All other documents reasonably required by the CITY.

ARTICLE III

TERMS AND PROCEDURES

3.1 CITY AUTHORIZATION:

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

3.2 EFFECTIVE DATE AND TERM:

This Agreement shall begin on **October 1, 2015 and end on September 30, 2016**.

3.3 OBLIGATIONS OF SUBRECIPIENT:

The SUBRECIPIENT shall carry out the services and activities as prescribed in its Work Program, which is attached and incorporated herein and made a part of this Agreement, in a manner that is lawful, and satisfactory to the CITY, and in accordance with the written policies, procedures, and requirements as prescribed in this Agreement, and as set forth by HUD and the CITY.

3.4 LEVEL OF SERVICE:

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

ARTICLE IV

CDBG FUNDING AND DISBURSEMENT REQUIREMENTS

4.1 COMPENSATION

The amount of compensation payable by the City to the Project Sponsor shall be based on the rates, schedules and conditions described in Exhibit "C" attached hereto, which by this reference is incorporated into this Agreement."

4.2 INSURANCE:

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

4.2.1 The SUBRECIPIENT shall provide the following coverage:

- (i) Commercial General Liability in an amount not less than \$300,000.00 per occurrence, \$1,000,000.00 aggregate, protecting the CITY and the SUBRECIPIENT against liability incidental to the use of, or resulting from an accident occurring on or about, its property.
- (ii) Automobile liability for all owned vehicles and for non-owned and hired automobiles in the amount of \$300,000 combined single limit for bodily and property damage and/or split limits in the amount of \$100,000/\$300,000 for bodily injury and \$100,000 for property damage.

- (iii) Workers' compensation insurance as required by the laws of the State of Florida.
 - (iv) Sexual Abuse coverage in an amount not less than \$1,000,000.00 per occurrence (Only required for those agencies providing services to and/or working with children under the age of 18.)
- 4.2.2 All such insurance shall insure the CITY as the primary additional insured. The SUBRECIPIENT shall be required to furnish evidence of any other insurance coverage the CITY may reasonably require during the term of this Agreement. All such policies shall require the insurance carrier to give the CITY at least 30 days prior written notice of termination, cancellation, expiration or modification, and all such policies shall be written by insurance companies satisfactory to the CITY.
- 4.2.3 Crime Policy (Employee Coverage) for all persons handling funds received or disbursed under this Agreement in an amount equal to or greater than one third (1/3) the amount of the grant of funds hereunder. The CITY shall be named as Loss Payee.
- 4.2.4 Compliance with the foregoing requirements shall not relieve the SUBRECIPIENT of its liability and obligations under this section or under any other section of this Agreement.
- 4.2.5 SUBRECIPIENT shall apply and obtain any other insurance coverage that the CITY may require for the execution of the Agreement.
- 4.2.6. SUBRECIPIENT shall indemnify, defend and hold harmless the City and its officials, employees and agents (collectively referred to as "Indemnities") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of the services contemplated by this Agreement which is caused, in whole or in part, by any act, omission, default or negligence (whether active or passive) of SUBRECIPIENT or its employees, agents or subcontractors, or (ii) the failure of the SUBRECIPIENT to comply with any of the paragraphs herein or the failure of the SUBRECIPIENT to conform to statutes, ordinances, or other regulations or requirements of any

governmental authority, federal or state, in connection with the performance of this Agreement. SUBRECIPIENT expressly agrees to indemnify and hold harmless the Indemnities, or any of them, from and against all liabilities which may be asserted by an employee or former employee of SUBRECIPIENT, or any of its subcontractors, as provided above, for which the SUBRECIPIENT'S liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws.

4.3 FINANCIAL ACCOUNTABILITY:

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

4.4 RECAPTURE OF FUNDS:

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

4.5 CONTINGENCY CLAUSE:

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

ARTICLE V

AUDIT

5.1 As a necessary part of this Agreement, the SUBRECIPIENT shall adhere to the following audit requirements:

5.1.1 If the SUBRECIPIENT expends \$750,000 or more in the fiscal year in Federal awards it shall have a single audit or program specific audit conducted for that year. The audit shall be conducted in accordance with GAGAS and OMB Circular A-133. The audit shall determine whether the financial statements are

presented fairly in all material respects in conformity with generally accepted accounting principles.

In addition to the above requirements, the auditor shall perform procedures to obtain an understanding of internal controls and perform sufficient testing to ensure compliance with the procedures. Further the auditor shall determine whether the SUBRECIPIENT has complied with laws, regulations and the provisions of this Agreement.

A reporting package shall be submitted within the earlier of 30 days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period. The reporting package will include the certified financial statements and schedule of expenditures of Federal Awards; a summary schedule of prior audit findings; the auditor's report and the corrective action plan. The auditor's report shall include:

- a) an opinion (or disclaimer of opinion) as to whether the financial statements are presented fairly in all material respects in conformity with generally accepted principles and an opinion (or disclaimer of opinion) as to whether the schedule of expenditures of Federal Awards is presented fairly in all material respects in relation to the financial statements taken as a whole.
- b) a report on internal controls related to the financial statements and major programs. This report shall describe the scope of testing of internal controls and the results of the test, and, where applicable, refer to the separate schedule of findings and questioned costs.
- c) a report on compliance with laws, regulations, and the provisions of contracts and/or this Agreement, noncompliance with which could have a material effect on the financial statements. This report shall also include an opinion (or disclaimer of opinion) as to whether the SUBRECIPIENT complied with the laws, regulations, and the provisions of contracts and this Agreement which could have a direct and material effect on the program and, where applicable, refer to the separate schedule of findings and questioned costs.
- d) a schedule of findings and questioned cost which shall include the requirements of OMB Circular A-133.

5.1.2 If the SUBRECIPIENT expends less than \$750,000 in the fiscal year in Federal awards it is exempted from Federal audit requirements for that year and consequently the audit cost is not a reimbursable expense. The City, however,

may request the SUBRECIPIENT to have a limited scope audit for monitoring purposes. These limited scope audits will be paid for and arranged by the City and address only one or more of the following types of compliance requirements: activities allowed or unallowed; allowable costs/cost principles; eligibility; matching, level of effort, earmarking; and, reporting.

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

ARTICLE VI

RECORDS AND REPORTS

6.1 The SUBRECIPIENT shall establish and maintain sufficient records to enable the CITY to determine whether the SUBRECIPIENT has met the requirements of the CDBG Program.

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

6.1.1 Records providing a full description of each activity assisted (or being assisted) with CDBG Funds, including its location (if the activity has a geographical locus), the amount of CDBG Funds budgeted, obligated and expended for the activity, and the specific provision in 24 CFR Subpart C of the CDBG Program regulations under which the activity is eligible.

6.1.2 Records demonstrating that each activity undertaken meets one of the criteria set forth in 24 CFR 570.208 of the CDBG Program regulations. Where information on income by family size is required, the SUBRECIPIENT may substitute evidence establishing that the person assisted qualified under another program having income qualification criteria at least as restrictive as that used in the definitions of “low- and moderate-income person” and “low- and moderate-income household” as set forth in 24 CFR 570.3; or, the SUBRECIPIENT may substitute a copy of a verifiable certification from the assisted person that his or her family income does not exceed the applicable income limit established in accordance with 24 CFR 570.3; or, the SUBRECIPIENT may substitute a notice that the assisted person is a referral from any governmental agency that determines persons to be “low- and moderate-income persons” based upon

HUD's criteria and agrees to maintain documentation supporting those determinations. Such records shall include the following information:

- (i) For each activity determined to benefit low- and moderate-income persons, the income limits applied and the point in time when the benefit was determined.
- (ii) For each activity determined to benefit low- and moderate-income persons based on the area served by the activity:
 - (a) The boundaries of the service area;
 - (b) The income characteristics of families and unrelated individuals in the service area; and
 - (c) If the percent of low- and moderate-income persons in the service area is less than 51 percent, data showing that the area qualifies under the exception criteria set forth in 24 CFR 570.208(a)(1)(ii);
- (iii) For each activity determined to benefit low- and moderate-income persons because the activity involves a facility or service designed for use by a limited clientele consisting exclusively or predominantly of low- and moderate-income persons:
 - (a) Documentation establishing that the facility or service is designed for and used by elderly persons, severely disabled persons, battered spouses, abused children, the homeless, illiterate persons, persons living with AIDS, or migrant farm workers, for which the regulations provide presumptive benefit to low- and moderate-income persons; or
 - (b) Documentation describing how the nature and, if applicable, the location of the facility or service establishes that it is used predominantly by low- and moderate-income persons; or
 - (c) Data showing the size and annual income of the household of each person receiving the benefit.

6.1.3 Equal Opportunity Records containing:

- (i) Data on the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funded in whole or in part with CDBG Funds. Such information shall be used only as a

basis for further investigation relating to compliance with any requirement to attain or maintain any particular statistical measure by race, ethnicity, disability or gender in covered programs.

- (ii) Documentation of actions undertaken to meet the requirements of 24 CFR 570.607(b) which implements Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701U) relative to the hiring and training of low- and moderate-income persons and the use of local businesses.

6.1.4 Financial records, in accordance with the applicable requirements listed in 24 CFR 570.502.

6.1.5 Records required to be maintained in accordance with other applicable laws and regulations set forth in Subpart K of 24 CFR.

6.2 RETENTION AND ACCESSIBILITY OF RECORDS:

6.2.1 The Department shall have the authority to review the SUBRECIPIENT'S records, including Project and programmatic records and books of account, for a period of three (3) years from the expiration/termination of this Agreement (the "Retention Period"). All books of account and supporting documentation shall be kept by the SUBRECIPIENT at least until the expiration of the Retention Period. The SUBRECIPIENT shall maintain records sufficient to meet the requirements of 24 CFR 570. All records and reports required herein shall be retained and made accessible as provided thereunder. The SUBRECIPIENT further agrees to abide by Chapter 119, Florida Statutes, as the same may be amended from time to time, pertaining to public records.

The SUBRECIPIENT shall ensure that the Agreement Records shall be at all times subject to and available for full access and review, inspection and audit by the CITY, federal personnel and any other personnel duly authorized by the CITY.

6.2.2 The SUBRECIPIENT shall include in all the Department approved subcontracts used to engage subcontractors to carry out any eligible substantive project or programmatic activities, as such activities are described in this Agreement and defined by the Department, each of the record-keeping and audit requirements detailed in this Agreement. The Department shall in its sole discretion determine

when services are eligible substantive project and/or programmatic activities and subject to the audit and record-keeping requirements described in this Agreement

6.2.3 If the CITY or the SUBRECIPIENT has received or given notice of any kind indicating any threatened or pending litigation, claim or audit arising out of the activities pursuant to the project, the activities and/or the Work Program or under the terms of this Agreement, the Retention Period shall be extended until such time as the threatened or pending litigation, claim or audit is, in the sole and absolute discretion of the Department fully, completely and finally resolved.

6.2.4 The SUBRECIPIENT shall notify the Department in writing both during the pendency of this Agreement and after its expiration/termination as part of the final closeout procedure, of the address where all Agreement Records will be retained.

6.2.5 The SUBRECIPIENT shall obtain the prior written consent of the Department to the disposal of any Agreement Records within one year after the expiration of the Retention Period.

6.3 PROVISION OF RECORDS:

6.3.1 At any time upon request by the Department, the SUBRECIPIENT shall provide all Agreement Records to the Department. The requested Agreement Records shall become the property of the Department without restriction, reservation, or limitation on their use. The Department shall have unlimited rights to all books, articles, or other copyrightable materials developed in the performance of this Agreement. These rights include the right of royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use the Work Program for public purposes.

6.3.2 If the SUBRECIPIENT receives funds from, or is under regulatory control of, other governmental agencies, and those agencies issue monitoring reports, regulatory examinations, or other similar reports, the SUBRECIPIENT shall provide a copy of each such report and any follow-up communications and reports to the Department immediately upon such issuance, unless such disclosure would be prohibited by any such issuing agency.

6.4 MONITORING:

The SUBRECIPIENT shall permit the Department and other persons duly authorized by the Department to inspect all Agreement Records, facilities, goods, and activities of the SUBRECIPIENT which are in any way connected to the activities undertaken pursuant to the

terms of this Agreement, and/or interview any clients, employees, subcontractors or assignees of the SUBRECIPIENT. Following such inspection or interviews, the Department will deliver to the SUBRECIPIENT a report of its findings. The SUBRECIPIENT will rectify all deficiencies cited by the Department within the specified period of time set forth in the report or provide the Department with a reasonable justification for not correcting the same. The Department will determine in its sole and absolute discretion whether or not the SUBRECIPIENT'S justification is acceptable.

At the request of the CITY, the SUBRECIPIENT shall transmit to the CITY written statements of the SUBRECIPIENT's official policies on specified issues relating to the SUBRECIPIENT's activities. The CITY will carry out monitoring and evaluation activities, including visits and observations by CITY staff; the SUBRECIPIENT shall ensure the cooperation of its employees and its Board members in such efforts. Any inconsistent, incomplete, or inadequate information either received by the CITY or obtained through monitoring and evaluation by the CITY, shall constitute cause for the CITY to terminate this Agreement.

6.5 RELATED PARTIES:

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

ARTICLE VII

OTHER CDBG PROGRAM REQUIREMENTS

7.1 The SUBRECIPIENT shall maintain current documentation that its activities are CDBG eligible in accordance with 24 CFR Part 570.201.

7.2 The SUBRECIPIENT shall ensure and maintain documentation that conclusively demonstrates that each activity assisted in whole or in part with CDBG Funds is an activity which provides benefit to low and moderate-income persons.

7.3 The SUBRECIPIENT shall comply with all applicable provisions of 24 CFR Part 570 and shall carry out each activity in compliance with all applicable federal laws and regulations described therein.

7.4 The SUBRECIPIENT shall cooperate with the Department in informing the appropriate citizen participation structures, including the appropriate area committees, of the activities of the SUBRECIPIENT in adhering to the provisions of this Agreement. Representatives of the SUBRECIPIENT shall attend meetings of the appropriate committees and citizen participation structures upon the request of the citizen participation officers or the Department.

7.5 The SUBRECIPIENT shall, to the greatest possible, give low-and-moderate-income residents of the service area(s) opportunities for training and employment.

7.6 NON-DISCRIMINATION: The SUBRECIPIENT shall not discriminate on the basis of race, color, national origin, sex, religion, age, marital or family status or handicap in connection with the activities and/or the Work Program or its performance under this Agreement.

Furthermore, the SUBRECIPIENT agrees that no otherwise qualified individual shall, solely by reason of his/her race, sex, color, creed, national origin, age, marital status or handicap, be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

7.7 The SUBRECIPIENT shall carry out its Work Program in compliance with all federal laws and regulations, including those described in Subpart K of the CDBG Program regulations (24 CFR 570.600-612).

7.8 The SUBRECIPIENT and its subcontractors shall comply with the Davis-Bacon Act, the Lead-Based Paint Poisoning Prevention Act, and any other applicable laws, ordinances and regulations.

7.9 The SUBRECIPIENT shall abide by the Federal Labor Standards provisions of U.S. HUD Form 4010 incorporated herein as part of this Agreement.

7.10 UNIFORM ADMINISTRATIVE REQUIREMENTS. The SUBRECIPIENT shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations" and with the applicable requirements of 2 CFR Part 200 (the revised OMB Circular No. A-110).

7.11 RELIGIOUS ORGANIZATIONS/CONSTITUTIONAL PROHIBITION. If the SUBRECIPIENT is or was created by a religious organization, the SUBRECIPIENT agrees that all CDBG Funds disbursed under this Agreement shall be subject to the conditions, restrictions, and limitations of 24 CFR Part 570.200(j).

In accordance with the First Amendment of the United States Constitution, particularly regarding the relationship between church and State, as a general rule, CDBG assistance may not be used for religious activities or provided to primarily religious entities for any activities, including secular activities, as provided in 24 CFR Part 570.200(j). The SUBRECIPIENT shall comply with those requirements and prohibitions when entering into subcontracts.

7.12 REVERSION OF ASSETS. Upon expiration/termination of this Agreement, the SUBRECIPIENT must transfer to the CITY any CDBG Funds on hand at the time of expiration/termination and any accounts receivable attributable to the use of CDBG Funds.

7.13 ENFORCEMENT OF THIS AGREEMENT. Any violation of this Agreement that remains uncured thirty (30) days after the SUBRECIPIENT'S receipt of notice from the CITY (by certified or registered mail) of such violation may, at the option of the CITY, be addressed by an action for damages or equitable relief, or any other remedy provided at law or in equity. In addition to the remedies of the CITY set forth herein, if the SUBRECIPIENT materially fails to comply with the terms of this Agreement, the CITY may suspend or terminate this Agreement in accordance with 2 CFR Part 200.339, as set forth more fully below in Article IX of this Agreement.

7.14 The SUBRECIPIENT shall not assume the CITY's environmental responsibilities described at 24 CFR 570.604 of the CDBG Program regulations nor the CITY's responsibility for initiating the review process under Executive Order 12372.

ARTICLE VIII

PROGRAM INCOME

8.1 Program income means gross income received by the SUBRECIPIENT which has been directly generated from the use of the CDBG Funds. When such income is generated by an activity that is only partially assisted with the CDBG Funds, the income shall be prorated to reflect the percentage of CDBG Funds used. Program income generated by CDBG funded activities shall be used only to undertake those activities specifically approved by the CITY on and for the Work Program. All provisions of this Agreement shall apply to such activities. Any program income on hand when this Agreement expires/terminates or received after such expiration/termination shall be paid to the CITY, as required by 24 CFR 570.503(b)(7) of the CDBG Program regulations.

The SUBRECIPIENT shall submit to the CITY monthly a Program Income Report and a Work Program Status Report. The Program Income Report shall identify CDBG activities in which income was derived and how income has been utilized.

8.2 REPAYMENTS. Any interest or other return on the investment of the CDBG Funds shall be remitted to the CITY on a monthly basis. Any CDBG Funds funded to the SUBRECIPIENT that do not meet the eligibility requirements, as applicable, must be repaid to the CITY.

ARTICLE IX

REMEDIES, SUSPENSION, TERMINATION

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

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

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

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

9.2 SUSPENSION:

- 9.2.1 The Department may, for reasonable cause temporarily suspend the SUBRECIPIENT'S operations and authority to obligate funds under this Agreement or withhold payments to the SUBRECIPIENT pending necessary corrective action by the SUBRECIPIENT, or both. Reasonable cause shall be

determined by the Department in its sole and absolute discretion, and may include:

- (i) Ineffective or improper use of the CDBG Funds by the SUBRECIPIENT;
- (ii) Failure by the SUBRECIPIENT to materially comply with any term or provision of this Agreement;
- (iii) Failure by the SUBRECIPIENT to submit any documents required by this Agreement; or
- (iv) The SUBRECIPIENT'S submittal of incorrect or incomplete documents.

9.2.2 The Department may at any time suspend the SUBRECIPIENT'S authority to obligate funds, withhold payments, or both.

9.2.3 The actions described in paragraphs 9.2.1 and 9.2.2 above may be applied to all or any part of the activities funded by this Agreement.

9.2.4 The Department will notify the SUBRECIPIENT in writing of any action taken pursuant to this Article, by certified mail, return receipt requested, or by in person delivery with proof of delivery. The notification will include the reason(s) for such action, any conditions relating to the action taken, and the necessary corrective action(s).

9.3 TERMINATION:

9.3.1 Termination Because of Lack of Funds.

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

9.3.2 Termination for Breach.

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

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

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

ARTICLE X

MISCELLANEOUS PROVISIONS

10.1 **INDEMNIFICATION.** The SUBRECIPIENT shall pay and save the CITY harmless from and against any and all claims, liabilities, losses, and causes of action which may arise out of the SUBRECIPIENT'S activities related to the Work Program or otherwise under this Agreement, including all acts or omissions to act on the part of the SUBRECIPIENT and/or any persons acting for or on its behalf, and from and against any relevant orders, judgments, or decrees which may be entered against the CITY, and from and against all costs, attorney's fees, expenses, and liabilities incurred by the CITY in the defense or investigation of any such claims or other matters.

10.2 **AMENDMENTS.** No amendments to this Agreement shall be binding unless in writing and signed by both parties hereto. Budget modifications shall be approved by the Department in writing.

10.3 **OWNERSHIP OF DOCUMENTS.** All documents developed by the SUBRECIPIENT under this Agreement shall be delivered to the CITY upon completion of the activities required pursuant to this Agreement and shall become the property of the CITY, without restriction or limitation on their use if requested by the City. The SUBRECIPIENT agrees that all documents

maintained and generated pursuant to this Agreement shall be subject to all provisions of the Public Records Law, Chapter 119, Florida Statutes.

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

10.4 AWARD OF AGREEMENT. The SUBRECIPIENT warrants that it has not employed or retained any person employed by the CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person employed by the CITY any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of this Agreement.

10.5 NON-DELEGABILITY. The obligations undertaken by the SUBRECIPIENT pursuant to this Agreement shall not be delegated or assigned to any other person or firm, in whole or in part, without the CITY'S prior written consent which may be granted or withheld in the CITY'S sole discretion.

10.6 CONSTRUCTION OF AGREEMENT. This Agreement shall be construed and enforced according to the laws of the State of Florida.

10.7 CONFLICT OF INTEREST.

10.7.1 The SUBRECIPIENT covenants that no person under its employ who presently exercises any functions or responsibilities in connection with CDBG Program funded activities has any personal financial interest, direct or indirect, in this Agreement. The SUBRECIPIENT further covenants that, in the performance of this Agreement, no person having such a conflicting interest shall be employed. Any such interest on the part of the SUBRECIPIENT or its employees must be disclosed in writing to the CITY.

10.7.2 The SUBRECIPIENT is aware of the conflict of interest laws of the City of Miami Gardens (Dade County Code Section 2-11-1) and the State of Florida (Chapter 112, Florida Statutes), and agrees that it shall comply in all respects with the terms of the same.

10.7.3 Procurement. The SUBRECIPIENT shall comply with the standards contained within OMB Circular No. A-110.

10.7.4 In all other cases, the SUBRECIPIENT shall comply with the standards contained within 24 CFR 570.611

10.8 NO OBLIGATION TO RENEW. Upon expiration of the term of this Agreement, the SUBRECIPIENT agrees and understands that the CITY has no obligation to renew this Agreement.

10.9 ENTIRE AGREEMENT:

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

10.10 GENERAL CONDITIONS.

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

CITY OF MIAMI GARDENS

Laurin Yoder
Department of Community Development
18605 N.W. 27th Avenue
Miami Gardens, Florida 33056

SUBRECIPIENT

10.10.2 Title and paragraph headings are for convenient reference and are not a part of this Agreement.

10.10.3 In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall control.

10.10.4 No waiver of breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

10.10.5 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid,

illegal or otherwise unenforceable under the laws of the State of Florida or the City of Miami Gardens, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severed, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

10.11 INDEPENDENT CONTRACTOR. THE SUBRECIPIENT and its employees and agents shall be deemed to be independent contractors and not agents or employees of the CITY, and shall not attain any rights or benefits under the Civil Service or Pension Ordinances of the CITY or any rights generally afforded classified or unclassified employees; further, they shall not be deemed entitled to the Florida Worker's Compensation benefits as employees of the CITY.

10.12 SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the parties hereto, and their respective heirs, executors, legal representatives, successors, and assigns.

10.13 SUBRECIPIENT CERTIFICATION. The SUBRECIPIENT certifies that it possesses the legal authority to enter into this Agreement pursuant to authority that has been duly adopted or passed as an official act of the SUBRECIPIENT'S governing body, authorizing the execution of the Agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the SUBRECIPIENT to act in connection with this Agreement and to provide such information as may be required.

10.14 COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAWS. To the extent required by law, the SUBRECIPIENT shall comply with the public records laws in accordance with Chapter 119, Florida Statutes. Specifically, the SUBRECIPIENT agrees to comply with Section 119.0701, Florida Statutes. Public records shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency, as defined in Section 119.011, Florida Statutes, as amended. The City shall make the sole determination of which records, if any, are exempt from inspection.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

SUBRECIPIENT

a Florida not-for-profit corporation

ATTEST:

Corporate Secretary

Date

By: _____

Name:

Date

Title:

SEAL

CITY OF MIAMI GARDENS, a municipal Corporation of the State of Florida

ATTEST:

Ronetta Taylor, MMC
City Clerk

Date

By: _____

Cameron D. Benson
City Manager

Date

APPROVED AS TO
INSURANCE REQUIREMENTS:

APPROVED FOR LEGAL
SUFFICIENCY:

Melissa Negrón, Director
Human Resources/Risk Management

Date

Sonja K. Dickens
City Attorney

Date



City of Miami Gardens Agenda Cover Memo

Council Meeting Date: <i>(Enter X in box)</i>	September 9, 2015		Item Type: <i>(Enter X in box)</i>	Resolution x	Ordinance	Other	
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
		X		Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes
Funding Source:			Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
						x	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid #:				
		X					
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input checked="" type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communcation <input type="checkbox"/>	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
		X					
Sponsor Name	Oliver Gilbert III, Mayor		Department:	Office of the Mayor & City Council			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, CONDEMNING THE DOMINICAN REPUBLIC'S IMPENDING MASS DEPORTATION OF DOMINICANS OF HAITIAN DESCENT; URGING THE DOMINICAN REPUBLIC TO COMPLY WITH INTERNATIONAL HUMAN RIGHTS LAWS, AND HALT ALL IMPENDING DEPORTATIONS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

In 2013 Dominican Republic court decision stripped away the citizenship of Dominicans born after 1929 to parents not of Dominican ancestry. The ruling affected more than 200,000 Dominican citizens of

Haitian descent, rendering them stateless. The decision's retroactive application is a blatant derogation of both International human rights law and the Dominican Republic's own legal norms. The ruling conflicts with the Inter-American Court of Human Rights decision in *Yean and Bosico v. Dominican Republic*, which upheld the rights of all Dominicans regardless of race, color, or national origin, and found that the Dominican Republic violated the rights of Dominican born citizens of Haitian descent by denying them citizenship.

The ruling also conflicts with the Inter-American Court of Human Rights decision in *Case of Expelled Dominican and Haitian People v. Dominican Republic*, which found the detention, treatment, and mass expulsion of Haitians and Dominicans of Haitian descent to constitute violations of human rights.

Following the 2013 court ruling, the Dominican Republic passed a law creating naturalization and regularization processes. Dominicans of Haitian descent could become naturalized citizens through the naturalization process and undocumented migrant workers could obtain work permits through the regularization process. Those registering for naturalization will be granted citizenship if they have proper documentation and were formally registered when born in the Dominican Republic. The naturalization process is challenging because many Dominicans of Haitian descent do not have proper paperwork and were not formally registered since they were born in rural areas without access to hospitals. The regularization process required migrant workers to register and complete the process by June 17, 2015, or be subject to deportation. Haitians make up a large percentage of migrant workers in the Dominican Republic, leaving a large population of Haitian immigrants at risk of deportation. Less than half of the Dominican Republic's estimated 500,000 migrant workers have started the regularization process. The migrant workers who have registered for regularization have been granted a 45-day grace period to complete the process. Under-resourced immigration processing centers, as well as difficulties in obtaining appropriate paperwork and transportation to processing centers have reportedly hampered people's ability to register and complete the regularization process.

There is a risk of illegal deportation of Dominicans of Haitian descent and migrant workers who have registered for regularization because the impending deportations will be large scale and likely lack adequate screening mechanisms. The Dominican Republic's treatment of Haitians predates the recent events concerning the possible mass deportation of Haitians. The 1937 Parsely Massacre claimed the lives of thousands of Haitians after the Dominican Republic's dictator ordered the killing of those believed to be Haitian. Mayor Oliver Gilbert, finds that it is in the best interest of the citizens and residents of the City of Miami Gardens to condemn the Dominican Republic's impending mass deportation of Haitian immigrants given the human rights implications, risk of illegal deportations, and current ineffectiveness of the regularization process.

Proposed Action:

That the City Council adopts the attached Resolution.

Attachment:

RESOLUTION NO. 2015_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, CONDEMNING THE DOMINICAN REPUBLIC'S IMPENDING MASS DEPORTATION OF DOMINICANS OF HAITIAN DESCENT; URGING THE DOMINICAN REPUBLIC TO COMPLY WITH INTERNATIONAL HUMAN RIGHTS LAWS, AND HALT ALL IMPENDING DEPORTATIONS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a 2013 Dominican Republic court decision stripped away the citizenship of Dominicans born after 1929 to parents not of Dominican ancestry; and

WHEREAS, the ruling affected more than 200,000 Dominican citizens of Haitian descent, rendering them stateless, and

WHEREAS, the decision's retroactive application is a blatant derogation of both International human rights law and the Dominican Republic's own legal norms, and

WHEREAS, the ruling conflicts with the Inter-American Court of Human Rights decision in *Yean and Bosico v. Dominican Republic*, which upheld the rights of all Dominicans regardless of race, color, or national origin, and found that the Dominican Republic violated the rights of Dominican born citizens of Haitian descent by denying them citizenship, and

WHEREAS, the ruling also conflicts with the Inter-American Court of Human Rights decision in *Case of Expelled Dominican and Haitian People v. Dominican Republic*, which found the detention, treatment, and mass expulsion of Haitians and Dominicans of Haitian descent to constitute violations of human rights, and

WHEREAS, following the 2013 court ruling, the Dominican Republic passed a law creating naturalization and regularization processes, and

30 WHEREAS, Dominicans of Haitian descent could become naturalized citizens
31 through the naturalization process and undocumented migrant workers could obtain work
32 permits through the regularization process, and

33 WHEREAS, those registering for naturalization will be granted citizenship if they
34 have proper documentation and were formally registered when born in the Dominican
35 Republic, and

36 WHEREAS, the naturalization process is challenging because many Dominicans of
37 Haitian descent do not have proper paperwork and were not formally registered since they
38 were born in rural areas without access to hospitals, and

39 WHEREAS, the regularization process required migrant workers to register and
40 complete the process by June 17, 2015, or be subject to deportation, and

41 WHEREAS, Haitians make up a large percentage of migrant workers in the
42 Dominican Republic, leaving a large population of Haitian immigrants at risk of deportation,
43 and

44 WHEREAS, less than half of the Dominican Republic's estimated 500,000 migrant
45 workers have started the regularization process, and

46 WHEREAS, the migrant workers who have registered for regularization have been
47 granted a 45-day grace period to complete the process, and

48 WHEREAS, under-resourced immigration processing centers, as well as difficulties
49 in obtaining appropriate paperwork and transportation to processing centers have
50 reportedly hampered people's ability to register and complete the regularization process,
51 and

52 WHEREAS, there is a risk of illegal deportation of Dominicans of Haitian descent
53 and migrant workers who have registered for regularization because the impending
54 deportations will be large scale and likely lack adequate screening mechanisms, and

55 WHEREAS, the Dominican Republic's treatment of Haitians predates the recent
56 events concerning the possible mass deportation of Haitians, and

57 WHEREAS, the 1937 Parsely Massacre claimed the lives of thousands of Haitians
58 after the Dominican Republic's dictator ordered the killing of those believed to be Haitian,
59 and

60 WHEREAS, Mayor Oliver Gilbert, finds that it is in the best interest of the citizens
61 and residents of the City of Miami Gardens to condemn the Dominican Republic's
62 impending mass deportation of Haitian immigrants given the human rights implications,
63 risk of illegal deportations, and current ineffectiveness of the regularization process,

64 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY
65 OF MIAMI GARDENS, FLORIDA AS FOLLOWS:

66 Section 1: ADOPTION OF REPRESENTATIONS: The foregoing Whereas
67 paragraphs are hereby ratified and confirmed as being true, and the same are hereby
68 made a specific part of this Resolution.

69 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
70 hereby condemns the Dominican Republic's Impending Mass deportation of
71 Dominicans of Haitian descent and urges the Dominican Republic to comply with
72 International Human Rights Laws, and halt all impending deportations.

73 Section 3: INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby
74 authorized to obtain two (2) fully executed copies of the subject Agreement with one to
75 be maintained by the City, and one to be delivered to the President of the United States,

76 Barack Obama; Dominican Republic President, Danilo Medina; the United States
77 Ambassador to the Dominican Republic James Brewster; and the United States
78 Congress.

79 Section 3: EFFECTIVE DATE: This Resolution shall take effect immediately
80 upon its final passage.

81 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI
82 GARDENS AT ITS REGULAR MEETING HELD ON _____, 2015.

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OLIVER GILBERT, III, MAYOR

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89 **ATTEST:**

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RONETTA TAYLOR, MMC, CITY CLERK

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96 PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

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99 SPONSORED BY: MAYOR OLIVER GILBERT III

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101 Moved by: _____

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103 **VOTE:** _____

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105	Mayor Oliver Gilbert, III	_____ (Yes)	_____ (No)
106	Vice Mayor Felicia Robinson	_____ (Yes)	_____ (No)
107	Councilwoman Lillie Q. Odom	_____ (Yes)	_____ (No)
108	Councilman David Williams Jr	_____ (Yes)	_____ (No)
109	Councilwoman Lisa C. Davis	_____ (Yes)	_____ (No)
110	Councilman Rodney Harris	_____ (Yes)	_____ (No)
111	Councilman Erhabor Ighodaro, Ph.D.	_____ (Yes)	_____ (No)

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City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	September 9, 2015		Item Type:	Resolution	Ordinance	Other	
			<i>(Enter X in box)</i>	X			
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
	X			Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes
Funding Source:	Councilman Harris Expense Account, Special Events Account, General Fund – Parks and Recreation, and/or Sponsorships		Advertising Requirement: <i>(Enter X in box)</i>		Yes		No
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid #:	NA			
	X						
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
		X					
Sponsor Name	Rodney Harris, Councilman		Department:	<i>Office of the Mayor & City Council</i>			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE USE OF FUNDS FOR FAMILY ENTERTAINMENT FOR COUNCILMAN HARRIS' FOOD TRUCK INVASION EVENT FROM THE SPECIAL EVENT FUND; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Background

**Item K-2) Consent Agenda
Resolution
Councilman Rodney Harris'
Food Truck Invasion**

Per City Council's approval on July 22, 2015, Councilman Harris launched the Miami Gardens' edition of Food Truck Invasion. This event brings food trucks and family entertainment to Rolling Oaks Park every third Friday of the month, from 5:30pm – 9:30pm. Based on the turnout and great feedback received in July 2015, Councilman Harris would like to use funds from the Special Events Account to provide an enhanced experience for the residents.

Fiscal Impact

Family entertainment such a music, movies, bounce houses, game trucks, etc. will be covered by supplies housed with Miami Gardens Parks and Recreation Department or rented using funds from Councilman Harris' expense account, special events account or with sponsorships. As of August 21, 2015, Councilman Harris' special events account has an available balance of \$4,100.

Proposed Action:

It is recommended that the City Council approve this resolution.

Attachment:

None.

RESOLUTION NO. 2015_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE USE OF FUNDS FOR FAMILY ENTERTAINMENT FOR COUNCILMAN HARRIS' FOOD TRUCK INVASION EVENT FROM THE SPECIAL EVENT FUND; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on July 22, 2015, Councilman Harris launched the Miami Gardens' edition of Food Truck Invasion, and

WHEREAS, this event brings food trucks and family entertainment to Rolling Oaks Park every third Friday of the month, and

WHEREAS, based on the great feedback received in July 2015, Councilman Harris would like to use funds from the Special Events Account to provide family entertainment for the residents, which includes but not limited to music, movies, bounce houses and game trucks, and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AS FOLLOWS:

Section 1: ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens hereby authorizes the use of funds for family entertainment for Councilman Harris' Food Truck Invasion Event from the Special Event Fund.

Section 3: EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON _____, 2015.

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OLIVER GILBERT, III, MAYOR

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36 **ATTEST:**

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RONETTA TAYLOR, MMC, CITY CLERK

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43 PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

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46 SPONSORED BY: COUNCILMAN RODNEY HARRIS

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48 Moved by: _____

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50 **VOTE:** _____

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52 Mayor Oliver Gilbert, III _____ (Yes) _____ (No)

53 Vice Mayor Felicia Robinson _____ (Yes) _____ (No)

54 Councilwoman Lillie Q. Odom _____ (Yes) _____ (No)

55 Councilman David Williams Jr _____ (Yes) _____ (No)

56 Councilwoman Lisa C. Davis _____ (Yes) _____ (No)

57 Councilman Rodney Harris _____ (Yes) _____ (No)

58 Councilman Erhabor Ighodaro, Ph.D. _____ (Yes) _____ (No)

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City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	September 9, 2015		Item Type:	Resolution x	Ordinance	Other
Fiscal Impact:	Yes	No	Ordinance Reading:		1st Reading	2nd Reading
	x		Public Hearing:		Yes	No
Funding Source:	Special Event Fund		Advertising Requirement:		Yes	No
						X
Contract/P.O. Required:	Yes	No	RFP/RFQ/Bid #:			
		X				
Strategic Plan Related:	Yes	No	Strategic Plan Priority Area:		Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i> Business and Economic Development	
		N/A	Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communication <input checked="" type="checkbox"/>			
Sponsor Name:	Felicia Robinson, Vice Mayor		Department:		<i>Office of the Mayor & City Council</i>	

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, RECOGNIZING OCTOBER 2015 AS BREAST CANCER AWARENESS MONTH IN THE CITY OF MIAMI GARDENS AND IMPLEMENTING PINK MONTH EVENTS; AUTHORIZING AN ALLOCATION OF FIVE THOUSAND DOLLARS (\$5,000.00) FROM THE SPECIAL EVENT FUND UPON APPROVAL OF THE 2015-2016 FISCAL YEAR BUDGET; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

The National Breast Cancer Awareness Month (NBCAM) is a collaboration of national public service organizations, professional medical associations, and government agencies working together to promote breast cancer awareness, share information on the disease, and provide greater access to services.

Since its inception more than 27 years ago, NBCAM has been at the forefront of promoting awareness of breast cancer issues and has evolved along with the national dialogue on breast cancer. NBCAM and Vice Mayor Felicia Robinson recognize that although many great strides have been made in breast cancer awareness and treatment, there remains much to be accomplished. Both remain dedicated to educating and empowering women and men to take charge of their own breast health.

In recognition of October as National Breast Cancer Awareness Month, Vice Mayor Robinson recommends that the City implement a campaign for the month of October entitled, "Paint the City Pink".

The cost associated with implementing Miami Gardens "Pink" events are not expected exceed \$ 5,000.00, as sponsors will be secured.

Proposed Action:

Vice Mayor Felicia Robinson recommends that the Council adopt this resolution recognizing October 2015, as Breast Cancer Awareness Month in the City of Miami Gardens, and to implement the Paint the City Pink events.

Attachments:

Attachments A – Save the Date Flyer

RESOLUTION NO. 2015_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, RECOGNIZING OCTOBER 2015 AS BREAST CANCER AWARENESS MONTH IN THE CITY OF MIAMI GARDENS AND IMPLEMENTING PINK MONTH EVENTS; AUTHORIZING AN ALLOCATION OF FIVE THOUSAND DOLLARS (\$5,000.00) FROM THE SPECIAL EVENT FUND UPON APPROVAL OF THE 2015-2016 FISCAL YEAR BUDGET; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, October is National Breast Cancer Awareness Month, and

WHEREAS, the National Breast Cancer Awareness Month (NBCAM), is a collaboration of national public service organizations, professional medical associations, and government agencies working together to promote breast cancer awareness, share information on the disease, and provide greater access to services, and

WHEREAS, in recognition of October as National Breast Cancer Awareness Month, Vice Mayor Felicia Robinson recommends that the Council adopt this resolution recognizing October 2015, as Breast Cancer Awareness Month in the City of Miami Gardens and to implement the Paint the City Pink events,

WHEREAS, the cost associated with implementing the City of Miami Gardens "Pink" events are not expected exceed Five Thousand Dollars, (\$5,000.00), as sponsors will be secured,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AS FOLLOWS:

Section 1: ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens hereby recognizes October 2015 as Breast Cancer Awareness Month in the City Of

32 Miami Gardens and implements Pink Month Events and the City Council furthers
33 authorizes an allocation of Five Thousand Dollars (\$5,000.00), from the Special Event
34 Fund upon approval of the 2015-2016 Fiscal Year Budget for this purpose.

35 Section 3: EFFECTIVE DATE: This Resolution shall take effect immediately
36 upon its final passage.

37 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI
38 GARDENS AT ITS REGULAR MEETING HELD ON _____, 2015.

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OLIVER GILBERT, III, MAYOR

ATTEST:

RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

SPONSORED BY: VICE MAYOR FELICIA ROBINSON

Moved by: _____

VOTE: _____

Mayor Oliver Gilbert, III	_____ (Yes)	_____ (No)
Vice Mayor Felicia Robinson	_____ (Yes)	_____ (No)
Councilwoman Lillie Q. Odom	_____ (Yes)	_____ (No)
Councilman David Williams Jr	_____ (Yes)	_____ (No)
Councilwoman Lisa C. Davis	_____ (Yes)	_____ (No)
Councilman Rodney Harris	_____ (Yes)	_____ (No)
Councilman Erhabor Ighodaro, Ph.D.	_____ (Yes)	_____ (No)



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	September 9, 2015		Item Type:	Resolution	Ordinance	Other	
			<i>(Enter X in box)</i>	x			
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
		x		Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes
			<i>(Enter X in box)</i>			x	
Funding Source:	<i>(Enter Fund & Dept)</i>		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
						x	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid #:	<i>(Enter #)</i>			
		x					
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i>			
		x					
			Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communcation <input type="checkbox"/>	n/a			
Sponsor Name	Ronetta Taylor,MMC, City Clerk		Department:	Office of the City Clerk			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, CANCELING THE NOVEMBER 25, 2015, AND DECEMBER 23, 2015, CITY COUNCIL MEETINGS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

The second City Council meeting in November falls the week of Thanksgiving. The second City Council meeting in December falls the week of Christmas. Traditionally, the City Council has cancelled these meetings to allow its members, staff and residents to travel during this period. If something critical should arise, it is always possible to call a special Council meeting.

Proposed Action:

RECOMMENDATION: That City Council approve the resolution canceling the November 25, 2015, and December 23, 2015, City Council Meetings.

Attachment:

RESOLUTION NO. 2015_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, CANCELING THE CITY COUNCIL MEETINGS FOR WEDNESDAY, NOVEMBER 25, 2015, AND WEDNESDAY, DECEMBER 23, 2015, CITY COUNCIL MEETINGS; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2-49 of the Code of Ordinances entitled "Regular Meetings" provides that "The City Council shall hold regular meetings on the second and fourth Wednesday of the month at 7:00 p.m., and

WHEREAS, the fourth City Council meeting in November falls on the week of Thanksgiving, and the fourth City Council meeting in December falls on the week of Christmas, and

WHEREAS, traditionally, the City Council has cancelled these meetings to allow its members, staff and residents to observe the holidays during this period, and

WHEREAS, if critical issues should arise a special Council meeting could be held, and

WHEREAS, City's Clerk recommends the cancelling of Wednesday, November 25, 2015 and the Wednesday, December 23, 2015, due to the Holiday observation,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AS FOLLOWS:

Section 1: ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens hereby cancels the City Council meetings for Wednesday, November 25, 2015, and Wednesday, December 23, 2015.

30 Section 3: EFFECTIVE DATE: This Resolution shall take effect immediately
31 upon its final passage.

32 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI
33 GARDENS AT ITS REGULAR MEETING HELD ON _____, 2015.

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OLIVER GILBERT, III, MAYOR

ATTEST:

RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

SPONSORED BY: RONETTA TAYLOR, MMC, CITY CLERK

Moved by: _____

VOTE: _____

Mayor Oliver Gilbert, III	_____ (Yes)	_____ (No)
Vice Mayor Felicia Robinson	_____ (Yes)	_____ (No)
Councilwoman Lillie Q. Odom	_____ (Yes)	_____ (No)
Councilman David Williams Jr	_____ (Yes)	_____ (No)
Councilwoman Lisa C. Davis	_____ (Yes)	_____ (No)
Councilman Rodney Harris	_____ (Yes)	_____ (No)
Councilman Erhabor Ighodaro, Ph.D.	_____ (Yes)	_____ (No)



City of Miami Gardens Agenda Cover Memo

Council Meeting Date: <i>(Enter X in box)</i>	September 9, 2015		Item Type: <i>(Enter X in box)</i>	Resolution	Ordinance	Other	
				X			
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading	
		X		Public Hearing: <i>(Enter X in box)</i>	Yes	No	Yes
					X		
Funding Source:			Advertising Requirement: <i>(Enter X in box)</i>	Yes		No	
						X	
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid #:				
		X					
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i> N/A			
		X					
Sponsor Name	Ronetta Taylor, MMC, City Clerk		Department: City Manager	<i>Office of the City Clerk</i>			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, RESCHEDULING THE WEDNESDAY, NOVEMBER 11, 2015 TO TUESDAY, NOVEMBER 10, 2015; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

Section 2-49 of the Code of Ordinances entitled "Regular Meetings" provides that "The City Council shall hold regular meetings on the second and fourth Wednesday of the month at 7:00 p.m., and shall end no later than 12 midnight".

The second Wednesday in November falls on Veteran's Day, a national holiday observed by the City of Miami Gardens.

Proposed Action:

Recommend Council approval of the resolution, rescheduling the City Council Meeting of Wednesday, November 11, 2015 to Tuesday, November 10, 2015

Attachment:

RESOLUTION NO. 2015_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, RESCHEDULING THE WEDNESDAY, NOVEMBER 11, 2015 TO TUESDAY, NOVEMBER 10, 2015; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 2-49 of the Code of Ordinances entitled "Regular Meetings" provides that "The City Council shall hold regular meetings on the second and fourth Wednesday of the month at 7:00 p.m., and

WHEREAS, the City Council currently has a meeting scheduled for Wednesday, November 11, 2015 at 7:00 p.m., and

WHEREAS, the second Wednesday in November falls on Veteran's Day, a National Holiday observed by the City of Miami Gardens, and

WHEREAS, City's Clerk recommends rescheduling the Wednesday, November 11, 2015 to Tuesday, November 10, 2015 at 7:00 p.m.,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AS FOLLOWS:

Section 1: ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens hereby reschedules the Wednesday, November 11, 2015 to Tuesday, November 10, 2015.

Section 3: EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON _____, 2015.

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OLIVER GILBERT, III, MAYOR

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35 **ATTEST:**

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RONETTA TAYLOR, MMC, CITY CLERK

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42 PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

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45 SPONSORED BY: RONETTA TAYLOR, MMC, CITY CLERK

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47 Moved by: _____

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49 **VOTE:** _____

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51 Mayor Oliver Gilbert, III _____ (Yes) _____ (No)

52 Vice Mayor Felicia Robinson _____ (Yes) _____ (No)

53 Councilwoman Lillie Q. Odom _____ (Yes) _____ (No)

54 Councilman David Williams Jr _____ (Yes) _____ (No)

55 Councilwoman Lisa C. Davis _____ (Yes) _____ (No)

56 Councilman Rodney Harris _____ (Yes) _____ (No)

57 Councilman Erhabor Ighodaro, Ph.D. _____ (Yes) _____ (No)

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City of Miami Gardens Agenda Cover Memo

Council Meeting Date: <i>(Enter X in box)</i>	September 9, 2015		Item Type: <i>(Enter X in box)</i>	Resolution X	Ordinance	Other
Fiscal Impact: <i>(Enter X in box)</i>	Yes	NO	Ordinance Reading: <i>(Enter X in box)</i>	1st Reading		2nd Reading
	X			Public Hearing: <i>(Enter X in box)</i>	Yes	No
Funding Source:	Capital Projects Fund		Advertising Requirement: <i>(Enter X in box)</i>	Yes		No
				X		
Contract/P.O. Required: <i>(Enter X in box)</i>	Yes	No	RFP/RFQ/Bid #:	RFI No. 15-004 - Public Safety Dispatch Radio		
	X					
Strategic Plan Related <i>(Enter X in box)</i>	Yes	No	Strategic Plan Priority Area: Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communcation <input type="checkbox"/>	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i> N/A		
		X				
Sponsor Name	Cameron Benson, City Manager		Department:	Police Department		

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AWARDING A BID TO COOPER-GENERAL CORPORATION, FOR THE PURCHASE AND INSTALLATION OF THE PUBLIC SAFETY DISPATCH SYSTEM IN THE POLICE DEPARTMENT COMPLEX; AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS, IN AN AMOUNT NOT TO EXCEED, ONE HUNDRED TWENTY-NINE THOUSAND, EIGHT HUNDRED TWENTY-SEVEN DOLLARS AND EIGHTY CENTS (\$129,827.80), FOR THIS PURPOSE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

Staff Summary:

BACKGROUND

City of Miami Gardens Police Department (MGPD) needs to supplement their existing communication and radio equipment with devices and parts that are equal to or greater than the existing systems in use in the Police Department's operational framework. The equipment is required for the operation and functionality with existing equipment currently in use at the facility. The new facility will incorporate additional work and operator stations to accommodate the growth of staff and operational needs of the Police Department.

MGPD has made significant investment in time and money and already purchased and installed Harris Corporation Trunk mount (M7300 – Model MAMW-NDMXX) and handheld portable (P7300, model MAEV-S7HXS-P7350). The radio equipment uses technology that fully supports the existing operational needs of the department. MGPD wants to equip and install the remainder of the Police Department with fully compatible (both backward compatible and forward compatible) radio equipment to keep the radio equipment functioning efficiently, effectively and simultaneously over two Dispatch Centers, as the agency slowly transitions command operations from one building to another.

The newly proposed dispatch radio system will perform the functions compatible with currently installed functions which exist in the current Police Department. The dispatch radio system is compatible with the vehicle mounted mobile and portable radios. This proposed radio system will require compatibility able to interface with the "NICE" Recording System and the C-Soft Console software currently installed in the MGPD. This allows CMG-PD to interface with Miami Dade County Radio System and equipment from either site seamlessly and without interruption. The finished product will also expand the coverage area for receiving better signals.

The completed system will be able to fully support the Harris and Telex radio system equipment functionality as required by the Police Department.

CURRENT

Staff prepared specifications for the Furnish and Install of Public Safety Dispatch Radio System in to the Police Department Complex. The Invitation to Bid (ITB) No. 14-15-020 was posted on March 25, 2015. A broadcast notice was sent to two hundred and sixty (260) vendors. Twenty-one (21) solicitation packages were requested. The bid opened on May 6, 2015. One (1) bid was received and publicly read.

The City Council rejected the bid for ITB No. 14-15-020 on July 24, 2013, and directed staff to modify and re-solicit the Scope of Services.

City staff prepared scope of services and advertised the Request For Information No. 15-004 on July 9, 2015, to determine availability of potential alternate sources of Harris and Telex manufacture equipment that are interchangeable with and compatible with Harris Corporation mobile radios. One (1) response was received from Cooper General Corp, the previous vendor that installed M7300 – Model MAMW-NDMXX. The response was evaluated by staff. A broadcast notice was sent to two-hundred and thirty suppliers (230). Four (4) plan holders requested bid packages. The RFI was opened on July 13, 2015.

City staff conducted a thorough analysis of the vendor's response. The analysis revealed that only the Harris and Telex brand allows a seamless retrofitting compatibility with existing Harris and Telex that were installed into the Police Department. Cooper-General Corp. is authorized to distribute Harris and Telex equipment.

A copy of the proposal document and submittals are available at the Assistant to the Mayor and Council's office for review.

FISCAL IMPACT

The City Hall/Police Headquarters project budgeted \$130,464 for police radios and antenna including permit fees. This proposal is for \$129,827.80 plus the current projection of permit fees is \$4,500, resulting in a total cost for this task at \$134,328. This current total is \$3,864 over the budgeted amount. This amount is able to be absorbed in the additional financing that was presented to Council of an amount not to exceed eight million dollars.

Proposed Action:

The City Council authorize the City Manager to issue purchase orders for the purchase, and install of communication equipment for the Police Department from Cooper – General, Corp. for a total not-to - exceed \$129,827.80.

Attachment:

Exhibit No. 1 - Bid Tabulation

RESOLUTION NO. 2015_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AWARDING A BID TO COOPER-GENERAL CORPORATION, FOR THE PURCHASE AND INSTALLATION OF THE PUBLIC SAFETY DISPATCH SYSTEM IN THE POLICE DEPARTMENT COMPLEX; AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS, IN AN AMOUNT NOT TO EXCEED, ONE HUNDRED TWENTY-NINE THOUSAND, EIGHT HUNDRED TWENTY-SEVEN DOLLARS AND EIGHTY CENTS (\$129,827.80), FOR THIS PURPOSE; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, City staff prepared specifications for the purchase and installation of the public safety dispatch system in the new Police Department Complex, and

WHEREAS, on July 13, 2015, Request For Information No. 15-004 was broadcasted to solicit vendors of radio equipment that is compatible with Harris Corporation mobile radios, and

WHEREAS, one (1) response was received from Cooper General Corporation, the previous vendor that installed current equipment that is being utilized by the City, and

WHEREAS, City staff recommends awarding a bid to Cooper-General Corporation, for the purchase and installation of the public safety dispatch system in the Police Department Complex, and

WHEREAS, the total cost for the purchase and installation of the dispatch system is estimated to cost One Hundred Twenty-Nine Thousand, Eight Hundred Twenty-Seven Dollars and Eighty Cents (\$129,827.80),

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AS FOLLOWS:

31 Section 1: ADOPTION OF REPRESENTATIONS: The foregoing Whereas
32 paragraphs are hereby ratified and confirmed as being true, and the same are hereby
33 made a specific part of this Resolution.

34 Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens
35 hereby awards a bid to Cooper-General Corporation, for the purchase and installation of
36 the public safety dispatch system in the Police Department Complex; and authorizes the
37 City Manager to issue purchase orders, in an amount not to exceed, One Hundred
38 Twenty-Nine Thousand, Eight Hundred Twenty-Seven Dollars and Eighty Cents
39 (\$129,827.80), for this purpose.

40 Section 3: EFFECTIVE DATE: This Resolution shall take effect immediately
41 upon its final passage.

42 PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI
43 GARDENS AT ITS REGULAR MEETING HELD ON _____, 2015.

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46 OLIVER GILBERT, III, MAYOR
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50 **ATTEST:**

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54 RONETTA TAYLOR, MMC, CITY CLERK
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57 PREPARED BY: SONJA KNIGHTON DICKENS, CITY ATTORNEY

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60 SPONSORED BY: CAMERON D. BENSON, CITY MANAGER

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62 Moved by: _____

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64 **VOTE:** _____

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66	Mayor Oliver Gilbert, III	_____ (Yes)	_____ (No)
67	Vice Mayor Felicia Robinson	_____ (Yes)	_____ (No)
68	Councilwoman Lillie Q. Odom	_____ (Yes)	_____ (No)
69	Councilman David Williams Jr	_____ (Yes)	_____ (No)
70	Councilwoman Lisa C. Davis	_____ (Yes)	_____ (No)
71	Councilman Rodney Harris	_____ (Yes)	_____ (No)
72	Councilman Erhabor Ighodaro, Ph.D.	_____ (Yes)	_____ (No)

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RFI No. 15-004
 Public Safety Dispatch Radio System
 Agency: Police Department
 Purchasing Agent: Lindell Y. Miller

Date Bid Opened: July 10, 2015
 Bid Submittals: 1
 Declinations: 0

TABULATION SHEET

Cooper-General Corporation 1785 NW 79th Avenue Doral, FL 33126 305-223-6399 Office / 305-559-6624 Fax www.coopergeneral.com	
Description	Total Line Price
For all Labor, Materials, Equipment & Supplies necessary to furnishing and install interior and exterior antennas and the supply and installation of all radio dispatch system components and training in as per detailed specifications. See exhibit II Scope of Detailed Work ncludes One (1) year warranty for BDA, Dispatch, Testing, Training, miscellaneous hardware	\$129,827.80

This is only a tabulation of prices and is not an indication of award or responsiveness.