

RESOLUTION No. 2007-85-592

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE ACCEPTANCE OF 2005 DISASTER RECOVERY FUNDS FROM MIAMI-DADE COUNTY'S OFFICE OF COMMUNITY AND ECONOMIC DEVELOPMENT; AUTHORIZING THE CITY MANAGER TO TAKE WHATEVER STEPS ARE NECESSARY TO RECEIVE THE FUNDING; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Miami Gardens was awarded \$375,000 in CDBG funding from the 2005 Disaster Recovery Funds federal appropriation, and

WHEREAS, these funds are administered by the State of Florida Department of Community Affairs ("DCA"), and

WHEREAS, DCA solicited applications from various Gulf Coast counties that were affected by the 2005 hurricane season, and

WHEREAS, Miami-Dade County is one of the affected counties, and solicited applications from various municipalities within Miami-Dade County, and

WHEREAS, the City of Miami Gardens submitted its application and was awarded an allocation of \$375,000; however, it is expected that Miami Gardens will receive additional funding in an amount not to exceed \$1,000,000, and

WHEREAS, in order to receive the funds from the County, the City is required to execute a Resolution authorizing the City Manager to accept the award of CDBG funds in the amount not to exceed \$1,000,000,

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, Florida, authorizes the acceptance of CDBG funding from the 2005 Disaster Recovery Funds federal appropriation in an amount not to exceed \$1,000,000 and further authorizes the City Manager to take any and all steps necessary to receive the funding.

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 MAY 23, 2007.

ATTEST:


SHIRLEY GIBSON, MAYOR


RONETTA TAYLOR, CMC, CITY CLERK

Prepared by SONJA KNIGHTON DICKENS, ESQ.
City Attorney

SPONSORED BY: DANNY CREW, CITY MANAGER

MOVED BY: Vice Mayor Braynon
SECONDED BY: Councilman Campbell

VOTE: 7-0

Mayor Shirley Gibson	<input checked="" type="checkbox"/>	(Yes)	<input type="checkbox"/>	(No)
Vice Mayor Oscar Braynon, II	<input checked="" type="checkbox"/>	(Yes)	<input type="checkbox"/>	(No)
Councilman Melvin L. Bratton	<input checked="" type="checkbox"/>	(Yes)	<input type="checkbox"/>	(No)
Councilman Aaron Campbell	<input checked="" type="checkbox"/>	(Yes)	<input type="checkbox"/>	(No)
Councilman André Williams	<input checked="" type="checkbox"/>	(Yes)	<input type="checkbox"/>	(No)
Councilwoman Sharon Pritchett	<input checked="" type="checkbox"/>	(Yes)	<input type="checkbox"/>	(No)
Councilwoman Barbara Watson	<input checked="" type="checkbox"/>	(Yes)	<input type="checkbox"/>	(No)

FY 2005 COMMUNITY DEVELOPMENT BLOCK GRANT
Supplemental Disaster Recovery Initiative
GOVERNMENTAL CONTRACT BETWEEN
MIAMI-DADE COUNTY
AND THE
CITY OF MIAMI GARDENS

This contract is entered into between Miami-Dade County, hereinafter referred to as the "County" and the City of Miami Gardens, A municipal government organized under the laws of the State of Florida hereinafter referred to as the "Awardee".

The parties agree:

I. Definitions

OCED	Office of Community and Economic Development or its successor Department
24 CFR Part 570 - CDBG	Federal regulations implementing Title I of the Housing and Community Development Act of 1974, as amended - Community Development Block Grant
Community Development Corporation	A local agency that is organized to meet community development needs with particular emphasis on the economic development, housing and revitalization needs of low-and moderate-income area residents and which is receptive to the needs expressed by the community.
Low- and Moderate- Income Person	A member of low-and moderate-income family i.e., a family whose income is within specified income limits set forth by U.S. HUD.
Contract Records	Any and all books, records, documents, information, data, papers, letters, materials, electronic storage data and media whether written, printed, electronic or electrical, however collected, preserved, produced, developed, maintained, completed, received or compiled by or at the direction of the Awardee or any subcontractor in carrying out the duties and obligations required by the terms of this contract, including but not limited to financial books and records, ledgers, drawings, maps, pamphlets, designs, electronic tapes, computer drives and diskettes or surveys.
Federal Award	Any federal funds received by the Awardee from any source during the period of time in which the Awardee is performing the obligations set forth in this contract.
Awardee	Recipient of CDBG funds from Miami Dade County.
Subcontractor	Any individual or firm hired on a contractual basis by the Awardee for the purpose of performing work or functions cited on the Action Step Format (Attachment "A") of this contract.
Subcontract	Any contractual agreement between a Subcontractor and the Awardee.
Department	State of Florida, Department of Community Affairs
Subgrant Agreement	Federally-funded Disaster Recovery Initiative Subgrant Agreement entered into between the County and the Department for 2005 Community Development Block Grant Supplemental Disaster Recovery Initiative funds (Attachment "G").

II. The Awardee Agrees:

A. Type of Activity

The Awardee shall carry out the activities specified in Attachment A, "Scope of Services," in the County or the focus area(s) of Miami-Dade.

B. Insurance

To comply with Miami-Dade County's insurance requirements as well as any relevant state of Florida insurance requirements.

C. Indemnification

The Awardee shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Awardee or its employees, agents, servants, partners, principals or subcontractors. The Awardee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Fla Stat., subject to the provisions of that Statute whereby the Awardee shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$100,000, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgment paid by the Awardee arising out of the same incident or occurrence, exceed the sum of \$200,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the Awardee. The provisions of this section survive the termination or expiration of this agreement.

D. Documents

The Awardee shall submit documents to OCED as described below or any other document in whatever form, manner, or frequency as prescribed by OCED. These will be used for monitoring progress, performance, and compliance with this contract and for compliance with applicable County and Federal requirements.

1. Progress Reports

- a. The Awardee shall submit a status report using the form attached hereto as Attachment C, "Progress Report," as it may be revised by OCED, which shall describe the progress made by the Awardee in achieving each of the objectives and action steps identified in Attachment A, "Scope of Services."

The Awardee shall ensure that OCED receives each report in triplicate (or as indicated) no later than April 10, 2007, July 10, 2007, October 10, 2007, January 10, 2008, April 10, 2008, and July 10, 2008

Quarterly Reporting when Subcontractors are Utilized

Awardees are advised that when subcontractors or subconsultants are utilized to fulfill the terms and conditions of this contract, Miami-Dade County Resolution No. 1634-93 will apply to this contract. This resolution requires the selected Awardees to file quarterly reports as to the amount of contract monies received from the County and the amounts thereof that have been paid by the Awardee directly to Black, Hispanic and Women-Owned businesses performing part of the contract work.

Additionally, the listed businesses are required to sign the reports, verifying their participation in the contract work and their receipt of such monies. For purposes of applicability, the requirements of this resolution shall be in addition to any other reporting requirements required by law, ordinance or administrative order.

The Awardee shall submit to OCED a cumulative account of its activities under this agreement by completing the following portions of the Progress Report Form:

Section I - Status of Contracted Activities:

The Awardee must report specific information regarding the status of the contracted activities, including accomplishments and/or delays encountered during the implementation of the project and an unduplicated count of clients served during the reporting period (if applicable) for each federally defined ethnic category. Awardees engaged in construction and/or housing rehabilitation projects shall report on the progress of their activities including the number of housing units completed and occupied by low-moderate and low income-residents. The Awardee shall also report demographic information on each head of household. Each goal and corresponding objective(s), as indicated in the approved Scope of Services, must be addressed as part of this report.

Section II - Fiscal Information:

The Awardee must report expenditure information based on approved budgeted line items to reflect all costs incurred during the reporting period. In addition, the Awardee shall report on Program Income Usage for each contracted activity.

Section III - Contract and Subcontract Activity Report:

Contract and Subcontract Activity Report (First and Third Quarter Progress Report)- The Awardee shall report to OCED the number of business activities involving minority vendors, including subcontractors performing work under this Agreement. The "Contract and Subcontract Activity Report" Section in Attachment C, and when applicable Section 3 in the same Attachment shall be completed semiannually by the Awardee and submitted to OCED no later than April 10, 2007, October 10, 2007, April 10, 2008 and July 10, 2008

Section IV - Neighborhood Employment Opportunities:

Neighborhood Employment Opportunities Report (First and Third Quarter Progress Report) - The Awardee shall report to OCED the number of focus and service area residents who have received employment opportunities from federally financed and assisted projects and activities. The Neighborhood Employment Opportunities Report shall be submitted using the Progress Report Form attached hereto as a Section in Attachment C, as it may be revised. This section of the form shall be completed semiannually by the Awardee and submitted to OCED no later than April 10, 2007, October 10, 2007, April 10, 2008 and July 10, 2008

The Awardee shall submit to the County, in a timely manner, any other information deemed necessary by the County, and its presentation shall comply with the format specified at the time of the request. Failure to submit the Progress Reports or other information in a manner satisfactory to the County by the due date shall render the Awardee in noncompliance with this Article. The County may require the Awardee to forfeit its claim to payment requests or the County may invoke the termination provision in this Agreement by giving five days written notice of such action to be taken.

- c. **Unspecified Site(s) Objective** - If the Awardee has not yet identified a location to carry out any of the activities described in Attachment A, the Awardee shall submit, in triplicate, Progress Reports, using the form attached hereto

as part of Attachment C, on a monthly basis until such time as the Awardee complies with the provisions contained within Section II, Paragraph D.4. of this contract. Copies of the above described Progress Report shall be received by OCED no later than the tenth (10th) business day of each month and shall address the progress undertaken by the Awardee during the previous month. This Progress Report shall not be required if the Awardee is submitting the Progress Reports required by Section II, Paragraph D.1.a and Paragraph D.3.

2. Annual Report (Fourth Quarter Progress Report)- The Awardee shall submit a cumulative status report (hereinafter referred to as "Annual Report") using the "Progress Report" specified in Section II, Paragraph D.1.a. above, which shall describe the progress made by the Awardee in achieving each of the objectives identified in Attachment A during the previous year. The "Annual Report" must cover the CDBG fiscal year of January 1, 2007 through December 31, 2007 and shall be received by OCED no later than January 15, 2008. The final annual report must cover the entire grant period of January 1, 2007 through June 30, 2008, and shall be received by OCED by July 10, 2008.

3. Environmental Review - The Awardee immediately upon locating or determining a site for each of the "Unspecified Site" activities to be carried out pursuant to this contract, shall submit information detailing the location of each site for which a Site Environmental Clearance Statement, will be prepared as described in Article II, Section E.5. of this contract set forth below. The Environmental Review is to be prepared on information contained in Attachment E, "Information for Environmental Review."

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the County of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. The parties further agree that the provision of any funds to the project is conditioned on the County's determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review.

4. Audit Report - The Awardee shall submit to OCED an annual audit report in triplicate as required by Section II, Paragraph I of this contract as set forth below. The Awardee shall submit a written statement from its auditing firm to confirm that it has cleared any non-compliance issues stated in the audit, and a written statement from the Auditor that the audit complies with all applicable provisions of 24 CFR Part 84.26, Part 85.26 and OMB A-133.
5. Inventory Report - The Awardee shall report annually all nonexpendable personal and real property purchased with CDBG funds from this and previous agreements with the County as specified in Section II, Paragraph Q of this contract.
6. Affirmative Action Plan - The Awardee shall report to OCED information relative to the equality of employment opportunities whenever so requested by OCED.

E. Participation in the CDBG Program

1. The Awardee shall maintain current documentation that its activities meet one of the three (3) CDBG national objectives:
 - a. To benefit low- and moderate-income persons;
 - b. To aid in the prevention or elimination of slums or blight;
 - c. To meet community development needs having a particular urgency.
2. For activities designed to meet the national objective of benefit to low- and moderate-income persons, the Awardee 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 no less than 51% of low- and moderate-income persons.

3. The Awardee 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.
4. The Awardee agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 57.606(b); (b) the requirements of 24 CFR 670.606 (c) governing the Residential Antidisplacement and Relocation Assistance plan under section 104(d) of the HCD Act; and (c) the requirements in 570.606 (d) governing optional relocation policies. (The County may preempt the optional policies). The Awardee shall provide relocation assistance to persons (families, individuals, businesses, non-profit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG assisted project. The Awardee also agrees to comply with applicable County ordinances, resolutions and policies concerning the displacement of persons from their residences.
5. For each activity or portion of activity described in Attachment A hereto for which a location has not yet been identified, the Awardee shall obtain, immediately after a site is identified by the Awardee, OCED's written environmental clearance statement and shall agree in writing to comply with any and all requirements as may be set forth in the Site Environmental Clearance Statement.
6. The Awardee shall make a good faith effort to address the concerns of the residents of the affected area. The Awardee shall cooperate with OCED in informing the appropriate CDBG citizen participation structures, including the appropriate area committees, of the activities of the Awardee in adhering to the provisions of this contract. Representatives of the Awardee shall attend meetings of the appropriate committees and citizen participation structures, upon the request of the citizen participation officers, OCED, or the County.
7. The Awardee shall, to the greatest extent possible, give low- and moderate-income residents of the service areas opportunities for training and employment.
8. For activities involving acquisition, rehabilitation and/or demolition of property and which require the relocation of families, individuals, businesses and/or industries, the Awardee shall submit a written notification to the Urban Development Unit of OCED prior to relocating, evacuating, and/or dispersing any and all legal occupants who reside at this property on the basis of a long or short term lease. When the legality of an occupant (individual, family, business, and/or industry) is in question, the Awardee shall contact the above mentioned unit prior to making a determination.

Awardees receiving CDBG funds shall adhere to 24 CFR part 50 and/or part 58 and to the rules and regulations of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended.
9. The Awardee shall adopt Affirmative Marketing Procedures and requirements for CDBG assisted projects. These procedures must consist of actions to provide information and attract eligible persons from all racial, ethnic and gender groups to the available services. The Awardee shall annually assess its affirmative marketing program to determine if the procedures used to comply with the requirements specified in Public Law 88-352 and Public Law 90-284 successfully meet these requirements. The Awardee shall submit to OCED its Affirmative Marketing Plan no later than 60 days from the date this Agreement is executed.
10. For any Housing activities, the Awardee shall successfully complete the Community Development coursework conducted by the Local Initiatives Support Corporation, which will be held at Florida International University throughout the current contract period. The Awardee shall provide written notification to OCED, no later than 30 days after the completion of the coursework. This requirement may be waived in the sole discretion of OCED for Awardees who demonstrate knowledge of real estate

development and organizational management theory. OCED shall consider such waiver upon receipt of the written request by the Awardee.

11. For Housing, Rehabilitation, and Construction activities all conditions in this section will apply throughout the regulatory period identified in the national objective. Throughout that period, the Awardee will be required to submit an annual report regarding his compliance with the national objective, and OCED will have the right to monitor the activity.
12. The Awardee shall comply with all applicable uniform administrative requirements as described in 24 CFR 570.502

F. Federal, State, and County Laws and Regulations

1. RULES, REGULATIONS AND LICENSING REQUIREMENTS

The Awardee shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, especially those applicable to conflict of interest and collusion. Awardees are presumed to be familiar with all Federal, State and local laws, ordinances, codes, rules and regulations that may in any way affect the goods or services offered, especially Executive Order No. 11246 entitled "Equal Employment Opportunity" and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60), the Americans with Disabilities Act of 1990 and implementing regulations, the Rehabilitation Act of 1973, as amended, Chapter 553 of Florida Statutes and any and all other local, State and Federal directives, ordinances, rules, orders, and laws relating to people with disabilities. The Awardee will also comply with 24 CFR Part 85, OMB A-128, OMB A-87, and with the applicable procedures specified in OCED's Contract Compliance Manual, which are incorporated herein by reference, receipt of which is hereby acknowledged, and as they may be revised.

2. The Awardee shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap; Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, or national origin; the Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; Title VIII of the Civil Rights Act of 1968, as amended, and Executive Order 11063 which prohibits discrimination in housing on the basis of race, color, religion, sex, or national origin; Executive Order 11246, as amended which requires equal employment opportunity; and with the Energy Policy and Conservation Act (Pub.L. 94-163) which requires mandatory standards and policies relating to energy efficiency.

The Provider also agrees to comply with the Domestic Violence Leave codified as 11A-60 et seq. of the Miami-Dade County Code, which requires an employer, who in the regular course of business has fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks to provide domestic violence leave to its employees. Failure to comply with this local law may be grounds for voiding or terminating this Agreement or for commencement of debarment proceedings against the Provider.

3. If the amount payable to the Awardee pursuant to the terms of this contract is in excess of \$100,000, the Awardee shall comply with all applicable standards, orders, or regulations, issued pursuant to Section 306 of the Clean Air Act of 1970 (42 U.S.C. 1857 h), as amended; the Federal Water Pollution Control Act (33 U.S.C. 1251), as amended; Section 508 of the Clean Water Act (33 U.S.C. 1368); Environmental Protection Agency regulations (40 CFR Part 15); and Executive Order 11738.
4. Assurance of Compliance with Section 504 of the Rehabilitation Act - The Awardee shall report its compliance with Section 504 of the Rehabilitation Act whenever so requested by OCED.
5. Americans with Disabilities Act (ADA) of 1990 - The Awardee shall attest to; and submit the required Disability Non-discrimination Affidavit assuring compliance with all applicable requirements of the laws listed below including but not limited to, those provisions pertaining to employment, provisions and program services, transportation, communications, access to facilities, renovations, and new construction.

6. **Affirmative Action/Non-Discrimination of Employment, Promotion, and Procurement Practices (Ordinance #98-30)** - All firms with annual gross revenues in excess of \$5 million, seeking to contract with Miami-Dade County shall, as a condition of award, have a written Affirmative Action Plan and Procurement Policy on file with the County's Department of Business Development. Said firms must also submit, as a part of their proposals/bids to be filed with the Clerk of the Board, an appropriately completed and signed Affirmative Action Plan/Procurement Policy Affidavit. Firms whose Boards of Directors are representative of the population make-up of the nation are exempt from this requirement and must submit, in writing, a detailed listing of their Boards of Directors, showing the race or ethnicity of each board member, to the County's Department of Business Development. Firms claiming exemption must submit, as a part of their proposals/bids to be filed with the Clerk of the Board, an appropriately completed and signed Exemption Affidavit in accordance with Ordinance 98-30. These submittals shall be subject to periodic reviews to assure that the entities do not discriminate in their employment and procurement practices against minorities and women-owned businesses.

It will be the responsibility of each firm to provide verification of their gross annual revenues to determine the requirement for compliance with the Ordinance. Those firms that do not exceed \$5 million annual gross revenues must clearly state so in their bid/proposal.

Any bidder/respondent which does not provide an affirmative action plan and procurement policy may not be recommended by the County Manager for award by the Board of County Commissioners.

7. **Domestic Violence Leave Affidavit** : Prior to entering into any contract with the County, a firm desiring to do business with the County shall, as a condition of award, certify that it is in compliance with the Domestic Leave Ordinance, 99-5 and Section 11A-60 of the Miami-Dade County Code. This Ordinance applies to employers that have, in the regular course of business, fifty (50) or more employees working in Miami Dade County for each working day during each of twenty (20) or more calendar work weeks in the current or preceding calendar year. In accordance with Resolution R-185-00, the obligation to provide domestic violence leave to employees shall be a contractual obligation. The County shall not enter into a contract with any firm that has not certified its compliance with the Domestic Leave Ordinance. Failure to comply with the requirements of Resolution R-185-00, as well as the Domestic Leave Ordinance may result in the contract being declared void, the contract being terminated and/or the firm being debarred.
8. **Code of Business Ethics**: In accordance with Section 2-8.1(1) of the Code of Miami-Dade County each person or entity that seeks to do business with Miami-Dade County shall adopt a Code of Business Ethics ("Code") and shall submit an affidavit stating that the Awardee has adopted a Code that complies with the requirements of Section 2-8.1(i) of the Miami-Dade County Code (Form A-12).

9. **PUBLIC ENTITY CRIMES**
Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a Awardee, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category TWO (\$10,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The Awardee warrants and represents that it has not been placed on the convicted vendor list. The Awardee agrees that should Miami-Dade County discover that the Awardee's representations regarding the list are false, this contract shall be terminated on the discretion of Miami-Dade County. Further, should the

Awardee be placed on the list at any time during this contract Miami-Dade County shall have the right to terminate this agreement

10. CRIMINAL CONVICTION

Pursuant to Miami-Dade County Ordinance No. 94-34, "Any individual who has been convicted of a felony during the past ten years and any corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten years shall disclose this information prior to entering into a contract with or receiving funding from the County." Failure of the Awardee to disclose this information as required may lead to the termination of this agreement by Miami-Dade County.

If any attesting firm, or any owner, subsidiary, or other firm affiliated with or related to the attesting firm, is found by the responsible enforcement agency, the Courts or the County to be in violation of the Acts, the County will conduct no further business with such attesting firm. Any contract entered into based upon a false affidavit, as listed below, and submitted pursuant to this resolution shall be voidable by the County:

1. Miami-Dade County Ownership Disclosure Affidavit
2. Miami-Dade Employment Family Leave Affidavit
3. Miami-Dade Employment Drug-Free Workplace Affidavit
4. Miami-Dade Employment Disclosure Affidavit
5. Disability Nondiscrimination Affidavit
6. Criminal Record Affidavit
7. Public Entity Crime Affidavit
8. Related-Party Disclosure Information
9. Miami-Dade County Affidavit Regarding Delinquent and Currently Due Fees or Taxes
10. Affirmative Action Affidavits
11. Current on all County Contracts, Loans, and Other Obligations Affidavit
12. Project Fresh Start Affidavit
13. Domestic Violence Leave Affidavit
14. Code of Business Ethics Affidavit
15. Financial and Conflicts of Interest Affidavit

If any attesting firm violates any of the Acts below during the term of any contract such firm has with the County, such contract shall be voidable by the County, even if the attesting firm was not in violation at the time it submitted its affidavit.

The applicable Acts are as follows:

1. The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
2. The Rehabilitation Act of 1973, 29 U.S.C. Section 794;
3. The Federal Transit Act, as amended 49 U.S.C. Section 1612;
4. The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631.

G. Conflicts with Applicable Laws

If any provision of this contract conflicts with any applicable law or regulation including but not limited to, 24 CFR 570, only the conflicting provision shall be deemed by the parties hereto to be modified to be consistent with the law or regulation or to be deleted if modification is impossible. However, the obligations under this contract, as modified, shall continue and all other provisions of this contract shall remain in full force and effect. The County's determination on whether a provision conflicts shall be final and binding.

H. Construction

If the Awardee engages in, procures, or makes loans for construction work, the Awardee shall:

1. Contact the OCED representative noted in Section IV, Paragraph K of this contract, prior to taking any action, to schedule a meeting to receive compliance information.
2. Comply with the Awardee's procurement and pre-award requirements and procedures which, at a minimum, shall adhere to all applicable federal standards.
3. Comply with the Davis-Bacon Act; Copeland Anti-Kick Back Act; Contract Work Hours and Safety Standards Act; and Lead-Based Paint Poisoning Prevention Act as amended on September 15, 1999; and other related acts, as applicable.
4. Submit to OCED for written prior approval all proposed Solicitation Notices, Invitations for Bids, and Requests for Proposals prior to publication.
5. Submit to OCED all construction plans and specifications and receive OCED's approval prior to implementation.
6. Contact the OCED representative noted in Section IV, Paragraph K prior to scheduling a pre-construction conference.

In accordance with industry standards, OCED will hold 10% of the total grant award as a retainer until the completion of the construction work is verified by OCED through a Certificate of Occupancy.

7. The County shall have the right to assign the Community Builders Division of the Office of Community and Economic Development to assist the project if the County's staff determines that the Awardee has been unable to consistently achieve the work and units described within the time frames of the action step format of this agreement. Such involvement will result in a reduction of a maximum of 5% of the agreement's award to cover the cost of the technical assistance. The Awardee shall cooperate and comply with all requests made by the Community Builders Division of the Office of Community and Economic Development.
8. Execute a restrictive covenant with Miami-Dade County for the grant award and the use of the land to ensure its use as a CDBG project site as defined and described in Attachment "A" of this agreement.

I. Audits and Records

1. The Awardee expending \$500,000 or more annually in federal awards shall have a single or program specific audit conducted in accordance with OMB A-133. The Awardee expending federal awards of \$500,000 or more under only one federal program may elect to have a program-specific audit performed, in accordance with OMB A-133. Awardees who will be receiving, or who have received, federal awards for loans or loan guaranteed programs may be required to conduct audits of those programs in accordance with regulations of the federal agencies providing those guarantees or loans.
2. The Awardee expending less than \$500,000 annually in federal awards shall be exempt from an audit conducted in accordance with OMB A-133, although their records must be available for review (e.g., inspections, evaluations). Such Awardees that receive less than \$500,000 in combined Federal awards must submit to the County annual compilation reports that describe their performance. To achieve uniformity regarding the reporting format, such documents must comply with the accounting industry standards by communicating an independent accountant's (1) expression of limited assurance on FINANCIAL STATEMENTS as a result of performing inquiry and analytic procedures (Review Report); (2) results of procedures performed (Agreed-Upon Procedures Report); (3) non-expression of opinion or any form of assurance on a presentation in the form of financial statements information that is the representation of management (Compilation Report); or (4) an opinion on an assertion made by management in accordance with the Statements on Standards for Attestation Engagements (Attestation Report).

3. When the requirements of OMB A-133 apply, or when the Awardee elects to comply with OMB A-133, an audit shall be conducted for each fiscal year for which federal awards attributable to this contract have been received by the Awardee. Each audit shall include a fiscal review, which includes a validation of all program generated income and its disposition, especially attributable to CDBG funds, an internal control review, and a compliance review as described in OMB A-133. A copy of the audit report in triplicate must be received by OCED no later than six (6) months following the end of the Awardee's fiscal year.
4. The Awardee shall maintain all Contract Records in accordance with generally accepted accounting principles, procedures, and practices which shall sufficiently and properly reflect all revenues and expenditures of funds provided directly or indirectly by the County pursuant to the terms of this contract.
5. The Awardee shall maintain all Contract Records that document all actions undertaken to accomplish the "Scope of Services" outlined in Attachment A in this contract.
6. The Awardee shall ensure that the Contract Records shall be at all times subject to and available for full access and review, inspection, or audit by County and federal personnel and any other personnel duly authorized by the County.
7. The Awardee shall include in all OCED approved subcontracts used to engage subcontractors to carry out any eligible substantive programmatic services, as such services are described in this contract and defined by OCED, each of the record-keeping and audit requirements detailed in this contract. OCED shall, in its sole discretion, determine when services are eligible substantive programmatic services and subject to the audit and record-keeping requirements described above.
8. The County reserves the right to require the Awardee to submit to an audit by Audit and management Services or other auditor of the County's choosing at the Awardee's expense. The Awardee shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Awardee shall retain all records pertaining to the Agreement and upon request make them available to the County for three years following expiration of the Agreement. The Awardee agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.
9. The Awardee shall ensure that its auditors share their audit results with OCED. The auditors must submit the completed monitoring instrument and the audit report to OCED within six months after the conclusion of the audit period.

J. Retention of Records

1. The Awardee shall retain all Contract Records for a period of at least five (5) years (hereinafter referred to as "Retention Period") subject to the limitations set forth below:
 - a. For all non-CDBG assisted activities the Retention Period shall begin upon the expiration or termination of this contract.
 - b. For CDBG assisted public service activities the Retention Period shall begin upon the date of U.S. HUD's acceptance of OCED's annual Grantee Performance Report for the year in which the activity is reported as completed. For each public service activity the Awardee must retain all contract records except those relating to real and nonexpendable personal property.
 - c. For all other CDBG assisted activities the Retention Period shall begin upon U.S. HUD's acceptance of OCED's annual Grantee Performance Report in which each assisted activity is reported on for the final time. For all the CDBG assisted activities covered by this Section II, Paragraph J.1.c., the Awardee must retain all contract records except those relating to real and nonexpendable personal property.

- d. For all CDBG assisted activities, the Retention Period for all contract records relating to real and nonexpendable personal property shall begin upon the date of the final disposition of the property.
2. If the County or the Awardee have received or given notice of any kind indicating any threatened or pending litigation, claim or audit arising out of the services provided pursuant to the terms of this contract, 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 OCED, fully, completely and finally resolved.
3. The Awardee shall allow the County, federal personnel, or any person authorized by the County full access to and the right to examine any of the contract records during the required Retention Period.
4. The Awardee shall notify OCED in writing, both during the pendency of this contract and after its expirations part of the final close-out procedure, of the address where all contract records will be retained.
5. The Awardee shall obtain written approval of OCED prior to disposing of any contract records within one year after expiration of the Retention Period.

K. Provision of Records

1. The Awardee shall provide to OCED, upon request, all contract records. These records shall become the property of OCED without restriction, reservation, or limitation of their use. OCED and the Department shall own and have unlimited rights to all books, articles, or other copyrightable materials developed for the purpose of this contract. These unlimited rights shall include, but are not limited to, the rights to royalty-fees; nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the information for public purposes.
2. If the Awardee receives funds from, or is regulated by other governmental agencies, and those agencies issue monitoring reports, regulatory examinations, or other similar reports, the Awardee shall provide a copy of each report and any follow-up communications and reports to OCED immediately upon such issuance unless such disclosure is a violation of the regulatory agencies issuing the reports.
3. MIAMI-DADE COUNTY INSPECTOR GENERAL REVIEW

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit of any Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total proposed amount. The audit cost will be deducted by the County from progress payments to the selected Awardee. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on this contract.

COMMISSION AUDITOR ACCESS TO RECORDS

Pursuant to Ordinance No. 03-2, Awardee shall grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds, including funds awarded to Awardee pursuant to this contract.

L. Prior Approval

The Awardee shall obtain prior written approval from OCED prior to undertaking any of the following:

1. The engagement or execution of any subcontracts or contract assignments, wherein CDBG funds will be used to pay for goods or services. The Awardee must submit all proposed agreement documents to OCED at least thirty (30) days prior to the start date of the agreement. OCED shall have no obligation to approve payment of any expenditure (resulting from an agreement or subcontract) which was incurred prior to the approval by OCED of such agreement or subcontract.
2. The addition of any positions not specifically listed in the approved budget.
3. The modification or addition of all job descriptions.
4. The purchase of all nonexpendable personal property not specifically listed in the approved budget.
5. The disposition of all real, expendable personal, and nonexpendable personal property as defined in Section II, Paragraph Q.1. of this contract.
6. All out-of-town travel not specifically listed in the approved budget.
7. The disposition of program income not specifically listed in the approved program income budget.
8. The publication of proposed Solicitation Notices, Invitations for Bids and Requests for Proposals as provided for in Section II, Paragraph H of this contract.
9. The disposal of all contract records as provided for in Section II, Paragraph J of this contract.

M. Monitoring

The Awardee shall permit OCED and other persons duly authorized by OCED to inspect all contract records, facilities, equipment, materials, and services of the Awardee which are in any way connected to the activities undertaken pursuant to the terms of this contract, and/or to interview any clients employees, subcontractors, or assignees of the Awardee. Following such inspection or interviews, OCED will deliver to the Awardee a report of its findings, and the Awardee will rectify all deficiencies cited by OCED within the specified period of time set forth in the report, or provide OCED with a reasonable justification for not correcting the deficiencies. OCED will determine, in its sole and absolute discretion whether or not the Awardee's justification is acceptable or if the Awardee must, despite the justification, rectify the deficiencies cited by OCED in its report.

N. Conflict of Interest

The Awardee agrees to abide by the provisions of 24 CFR 84.42 (24 CFR Part 85.36 for Public Agencies) and 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Awardee further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Awardee hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the County, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.

The Awardee shall submit to OCED within five days of execution of this contract all updated Conflict of Interest affidavits, Related Party Disclosure statements, list of current Board members, and list of all business associations with the following documents:

- Original contract or its subsequent amendments.
- Requests for budget revisions.
- Requests for approval of subcontracts.

Non-compliance with the above requirements will be considered a breach of contract, which will result in the immediate termination of the agreement, the recovery of the entire funding award, and the disqualification of funding through OCED for a period of three years.

The Awardee shall disclose any possible conflicts of interest or apparent improprieties of any party that are covered by the above standards. The Awardee shall make such disclosure in writing to OCED immediately upon the Awardee's discovery of such possible conflict. OCED will then render an opinion which shall be binding on all parties.

O. Publicity, Advertisements and Signage

1. The Awardee shall ensure that all publicity, public relations and advertisements and signs, recognize the Miami-Dade Office of Community and Economic Development (OCED) and Community Development Block Grant (CDBG) for the support of all contracted activities. This is to include, but is not limited to, all posted signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions, and stationery. All signs used to publicize OCED contracted activities must be approved by OCED prior to being posted and must also meet the standard specifications as established by OCED. The use of the official Miami-Dade OCED logo is permissible
2. The Awardee shall furnish, erect and maintain construction signs in accordance with sketch included in these contract documents. The signs shall be made of ¾ inch thick marine plywood, newly painted and lettered according to the accompanying sketch. The signs shall be painted and lettered in accordance with professional outdoor sign painting standards as to layout, symmetry, proportion, clarity and neatness and use of weather-resistant colors and materials. The Awardee shall place the signs, securely braced and mounted, as shown on the typical project sign placement diagram or as directed by the engineer. All materials shall be provided by the Awardee and the signs shall remain in the property of the Owner at the completion of the contract. **NO WORK SHALL COMMENCE UNTIL THE PROJECT SIGNS ARE SECURED IN PLACE. THE SIGNS SHALL BE IN ACCORDANCE WITH THE DETAIL SHOWN IN ATTACHMENT F.** For this project signs will be required. Payment for furnishing, installing and maintaining the sign shall be under the bid amount for mobilization.

P. Procurement

The Awardee must take affirmative steps to procure supplies, equipment, construction, or services to fulfill this contract from minority and women's businesses, and to provide these sources the maximum feasible opportunity to compete for subcontracts to be procured pursuant to this contract. To the maximum extent feasible, these businesses shall be located in or owned by residents of the Community Development areas designated by OCED in the CDBG application approved by the supervising federal agency. The Awardee shall assure that all subcontracts or third party agreements contain provisions with stated goals, that low-income residents from Community Development focus and service areas be provided with opportunities for employment and training in contracted activities.

In conformance with Section 3 of the Housing and Community Development Act of 1968, the Awardee must direct federal financial assistance toward Target Area residents and ensure that employment and economic opportunities be given to low and very low-income persons, particularly those who are recipients of government assistance for housing according to the guidelines mentioned below:

1. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD- assisted projects covered by section 3, shall, to the

greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

2. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
3. The Awardee agrees to send to each labor organization or representative of workers with which the Awardee has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Awardee's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
4. The Awardee agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Awardee will not subcontract with any subcontractor where the Awardee has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
5. The Awardee will certify that any vacant employment positions, including training positions, that are filled (1) after the Awardee is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Awardee's obligations under 24 CFR part 135.
6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
7. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
8. **Fair Subcontracting Policies (Ordinance 97-35)**
All Awardees on County contracts in which subcontractors may be used shall be subject to and comply with Ordinance 97-35 as amended, requiring Awardees to provide a detailed statement of their policies and procedures for awarding subcontracts which:
 - a) notifies the broadest number of local subcontractors of the opportunity to be awarded a subcontract;
 - b) invites local subcontractors to submit bids/proposals in a practical, expedient way;
 - c) provides local subcontractors access to information necessary to prepare and formulate a subcontracting bid/proposal;
 - d) allows local subcontractors to meet with appropriate personnel of the Awardee to discuss the Awardee's requirements; and
 - e) awards subcontracts based on full and complete consideration of all submitted proposals and in accordance with the Awardee's stated objectives.

All Awardees seeking to contract with the County shall, as a condition of award, provide a statement of their subcontracting policies and procedures (see attached Form A-7.2). Awardees who fail to provide a statement of their policies and procedures may not be recommended by the County Manager for award by the Board of County Commissioners.

The term "local" means having headquarters located in Miami-Dade County or having a place of business located in Miami-Dade County from which the contract or subcontract will be performed.

The term "subcontractor" means a business independent of a Awardee that may agree with the Awardee to perform a portion of a contract.

The term "subcontract" means an agreement between a Awardee and a subcontractor to perform a portion of a contract between the Awardee and the County.

Q. Property

1. Definitions

- a. **Real Property:** Land, land improvements, structures, fixtures and appurtenances thereto, excluding movable machinery and equipment.
- b. **Personal Property:** Personal property of any kind except real property.
 - 1) **Tangible:** All personal property having physical existence.
 - 2) **Intangible:** All personal property having no physical existence such as patents, inventions, and copyrights
- c. **Nonexpendable Personal Property:** Tangible personal property of a nonconsumable nature, with a value of \$500 or more per item, with a normal expected life of one or more years, not fixed in place, and not an integral part of a structure, facility or another piece of equipment.
- d. **Expendable Personal Property:** All tangible personal property other than nonexpendable property.

2. The Awardee shall comply with the real property requirements as stated below:

- a. Any real property under the Awardee's control that was acquired or improved in whole or in part with CDBG funds received from OCED in excess of \$25,000 shall be either:
 - 1) **Used to meet one of the three (3) CDBG national objectives until five years after the expiration or termination of this contract, or for such longer period of time as determined by OCED in its sole and absolute discretion; or**
 - 2) **Not used to meet one of the three (3) CDBG National Objectives. In the event the property is not used to meet one of the national objectives for five (5) years following the expiration or termination of this Awardee such longer period as determined by OCED-then the Contract or shall pay to OCED an amount equal to the market value of the property as may be determined by OCED in its sole and absolute discretion, less any proportionate portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Reimbursement is not required after the period of time specified in Paragraph Q.2.a.1., above.**
- b. **Any real property under the Awardee's control that was acquired or improved in whole or in part with CDBG funds from OCED for \$25,000 or less shall be disposed of, at the expiration or termination of this contract, in accordance with instructions from OCED.**
- c. **All real property purchased or improved in whole or in part with funds from this and previous contracts with OCED, or transferred to the Awardee after being purchased in whole or in part with funds from OCED, shall be listed in the property records of the Awardee and shall include a legal description; size; date of acquisition; value at time of acquisition; present market value; present condition; address or**

location; owner's name if different from the Awardee; information on the transfer or disposition of the property; and map indicating whether property is in parcels, lots, or blocks and showing adjacent streets and roads. The property records shall describe the programmatic purpose for which the property was acquired and identify the CDBG national objective that will be met. If the property was improved, the records shall describe the programmatic purpose for which the improvements were made and identify the CDBG national objective that will be met.

- d. For awards involving the purchase or improvement of real property, the Awardee agrees to execute a mortgage, loan document, or restrictive covenant for the CDBG award with OCED within 180 days after the execution of this agreement. Failure to comply with this requirement may result in the retraction of the CDBG award for the project and termination of this agreement.
 - e. All real property shall be inventoried annually by the Awardee and an inventory report shall be submitted to OCED. This report shall include the elements listed in Paragraph T.2.c., above.
3. The Awardee shall comply with the nonexpendable personal property requirements as stated below.
- a. All nonexpendable personal property purchased or improved in whole or in part with funds from this and previous contracts with OCED shall be listed in the property records of the Awardee and shall include a description of the property; location; model number; manufacturer's serial number; date of acquisition; funding source; unit cost at the time of acquisition; present market value; property inventory number; information on its condition; and information on transfer, replacement, or disposition of the property.
 - b. All nonexpendable personal property purchased or improved in whole or in part with funds from this and previous contracts with OCED shall be inventoried annually by the Awardee and an inventory report shall be submitted to OCED. The inventory report shall include the elements listed in Paragraph Q.3.a., above.
 - c. Title (ownership) to all nonexpendable personal property purchased in whole or in part with funds given to the Awardee pursuant to the terms of this contract shall vest in the County and OCED.
4. The Awardee shall obtain prior written approval from OCED for the disposition of real property, expendable personal property, and nonexpendable personal property purchased or improved in whole or in part with funds given to the Awardee or subcontractor pursuant to the terms of this contract. The Awardee shall dispose of all such property in accordance with instructions from OCED. Those instructions may require the return of all such property to OCED.

R. Program Income

1. Program income as defined in 24 CFR Part 570.500 means gross income received by the Awardee directly generated from activities supported by CDBG funds. When program income is generated by an activity that is only partially assisted with CDBG funds, the income shall be prorated to reflect the percentage of CDBG funds used.
2. The Awardee shall not, under any circumstances, use program income to pay for charges or expenses that are specifically not allowed pursuant to the terms of this contract and applicable federal regulations or rules or any County rules or ordinance.

- a. The Awardee shall comply with the program income provisions in OCED's Contract Compliance Manual. If any program income provisions of the Contract Compliance Manual conflict with any program income provisions of this contract, the provisions of this contract shall rule.
 - b. The County may in its sole discretion allow Awardee to Use Program Income to carry out eligible activities. The Awardee may request to use Program Income for eligible activities. If the Awardee requests to use Program Income, the Awardee shall report to OCED all cumulative Program Income generated from activities financed in whole or in part by funds from this contract. This information, along with a check payable to Miami-Dade County for the generated Program Income, must be submitted quarterly as part of the Fiscal Section of the Awardee's Progress Report as outlined in Section II, Paragraph D.2.a.
 - c. The Awardee shall report Program Income for as long as it receives and/or has control over Program Income generated from this and any previous contracts with OCED.
 - d. The Awardee shall provide to OCED a written explanation of the activities to be assisted with Program Income and shall obtain OCED's written approval prior to implementing those activities. All provisions of this contract shall apply to any activity performed using Program Income.
 - e. Subject to the limitations set forth in this paragraph, the Awardee may use program income to fund any CDBG eligible activity as provided for and defined by 24 CFR Part 570 et seq.
 - f. Program income from a revolving loan activity must be used only for the same revolving loan activity.
 - g. Program income from a revolving loan activity, such as loan repayments, interest earned, late fees, and investment income, shall be substantially disbursed to eligible loans, loan-related programmatic costs, and operational costs for the same revolving loan activity before the Awardee may request additional CDBG funds for that activity.
 - h. All program income from nonrevolving loan activities shall be substantially disbursed to carry out other OCED approved CDBG eligible activities, and to cover operational costs before requesting additional CDBG funds.
 - i. Any proceeds from the sale of property as detailed in Section II, Paragraph Q.4., above, shall be considered program income.
 - j. The Awardee shall obtain, as part of the required audit report, validation by a certified auditor of all program generated income and its disposition.
3. Upon expiration or termination of this contract or at the end of any program year, the Awardee shall transfer to the County any program income funds on hand, and any program income accounts receivable attributable to any CDBG funded activities. OCED may require remittance of all or part of any program income balances (including investments thereof) held by the Awardee (except those needed for immediate cash needs, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash or investments held for Section 108 Security needs).
 4. OCED, in its sole and absolute discretion, reserves the right to pursue other courses of action in the retention and use of program income generated by the Awardee, and such action shall not require an amendment to this contracts.

S. Travel

The Awardee shall comply with the County's travel policies. Documentation of travel expenses shall conform to the requirements of OCED's Contract Compliance Manual.

T. Subcontracts and Assignments

1. Unless otherwise specified in this contract, the Awardee shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the contract for breach. When Subcontracting is allowed, the Awardee shall comply with County Resolution No. 1634-93, Section 10-34 of the County Code and Section 2-8.8 of the County Code. The Awardee shall ensure that all subcontracts and assignments:
 - a. Comply with all requirements and regulations specified in OCED's Contract Compliance Manual;
 - b. Identify the full, correct, and legal name of the party;
 - c. Describe the activities to be performed;
 - d. Present a complete and accurate breakdown of its price component;
 - e. Incorporate a provision requiring compliance with all applicable a regulatory and other requirements of this contract and with any conditions of approval that the County or OCED deem necessary. This applies only to subcontracts and assignments in which parties are engaged to carry out any eligible substantive programmatic service, as may be defined by OCED, set forth in this contract. OCED shall in its sole discretion determine when services are eligible substantive programmatic services and subject to the audit and record-keeping requirements described above, and;
 - f. Incorporate the language of Attachment E, "Certification Regarding Lobbying."
2. The Awardee shall incorporate in all consultant subcontracts this additional provision:

The Awardee is not responsible for any insurance or other fringe benefits, e.g., social security, income tax withholdings, retirement or leave benefits, for the Consultant or employees of the Consultant normally available to direct employees of the Awardee. The Consultant assumes full responsibility for the provision of all insurance and fringe benefits for himself or herself and employees retained by the Consultant in carrying out the Scope of Services provided in this subcontract.
3. The Awardee shall be responsible for monitoring the contractual performance of all subcontracts and their progress toward meeting the approved goals and objectives indicated in the attached Scope of Services
4. The Awardee shall receive from OCED written prior approval for any subcontract prior to engaging any party who agrees to carry out any substantive programmatic activities as may be determined by OCED as described in this contract. OCED's approval shall be obtained prior to the release of any funds for the subcontractor.
5. The Awardee shall receive written approval from OCED prior to either assigning or transferring any obligations or responsibility set forth in this contract or the right to receive benefits or payments resulting from this contract.
6. Approval by OCED of any subcontract or assignment shall not under any circumstance be deemed to provide for the incurrence of any obligation by OCED in excess of the total dollar amount agreed upon this contract.
7. If the subcontract involves \$100,000 or more to provide services listed in the Scope of Services or suppliers to supply the materials, the Awardee shall provide the names of the subcontractors and suppliers to OCED. The Awardee agrees that it will not change or substitute subcontractors or suppliers from the list without prior written approval from OCED.

U. Additional Funding

The Awardee shall notify OCED of any additional funding received for any activity described in this contract. Such notification shall be in writing and received by OCED within thirty (30) days of the Awardee's notification by the funding source.

V. Method of Payment

The Awardee shall be paid as described below:

1. The Awardee shall be paid for those expenses allowed pursuant to the provisions provided below only when the Awardee submits to OCED adequate proof, as determined by OCED in its sole discretion, that the Awardee has incurred the expenditures. It shall be presumed that the Awardee has provided adequate proof of having incurred expenses if the Awardee submits to OCED canceled checks or original invoices approved by the Awardee's authorized representative. When original documents cannot be presented, the Awardee must adequately justify their absence in writing and furnish copies of those documents to OCED. The Awardee must adequately justify their absence in writing and furnish copies of those documents to OCED. The Awardee shall be paid only for those expenditures contained within Attachment B, "Budget," to this contract as it may be revised with the prior written approval by OCED.
2. Requests for payment shall be assembled by calendar month and submitted to OCED no less frequently than monthly. Expenditures incurred by the Awardee must be submitted to OCED for payment within 30 days after the month in which the expenditures were incurred, Failure to comply may result in rejection of invoices.
3. In no event shall the County provide advance CDBG funding to the Awardee or to any subcontractor hereunder nor shall the Awardee advance CDBG funds to any party.
4. Any payment due under the terms of this contract may be withheld pending the receipt and approval by OCED of all reports and documents which the Awardee is required to submit to OCED pursuant to the terms of this contract or any amendments thereto.
5. All payments will be limited to the quarterly payment schedule that accompanies the action step chart in the scope of services and payment is contingent on the achievement by the Awardee of the quarterly accomplishment levels identified in the scope of services portion of this agreement – Attachment "A," which shall be submitted with all payment requests and shall clearly identify the completed level of accomplishments met. This shall also apply to soft costs associated with project delivery.
6. No payments will be made without evidence of appropriate insurance required by this contract. Such evidence must be on file with OCED and the County's Risk Management Division. OCED must receive the final request for payment from the Awardee no more than thirty (30) calendar days after the expiration or termination of this contract. If the Awardee fails to comply with this requirement, the Awardee will forfeit all rights to payments if OCED, in its sole discretion, so chooses.
7. Within thirty (30) calendar days after this contract expires or is terminated, the Awardee shall provide to OCED a list of all invoices and costs that relate to this contract's approved Budget and that have not been submitted to OCED. Any invoice received by OCED, subsequent to receipt of this list by OCED which reflects a cost not included on this list will not be paid.
8. All monies paid to the Awardee which have not been used to retire outstanding obligations of this contract must be refunded to OCED in accordance with OCED's Contract Compliance Manual.
9. Any unexpended funds remaining after the completion of the services under this contract, or after termination of this contract for any reason, shall be recaptured in full by the County.
10. In the event the County determines that the Awardee has breached the terms of this agreement and that the County is entitled to return of any or all of the funds awarded under this contract, Awardee agrees to and shall assign any proceeds to the County from any contract between the County, its agencies

or instrumentalities and the Awardee or any firm, corporation, partnership or joint venture in which the Awardee has a controlling financial interest in order to secure repayment of this award. "Controlling financial interest" shall mean ownership, directly or indirectly to ten percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten percent or more in a firm, partnership or other business entity.

W. Reversion of Assets

The Awardee shall return to OCED, upon the expiration or termination of this contract all assets, owned or held by Awardee as a result of this contract, including, but not limited to any CDBG funds on hand, any accounts receivable, any overpayments due to unearned funds or costs disallowed pursuant to the terms of this contract that were disbursed to the Awardee by the County, other than reasonable operating and deficit reserves established by Awardee and which are connected with the real property. In the case of activities involving real property, such reserves shall not be distributed to any partner or subcontractor prior to repayment to OCED of the CDBG Loan. The Awardee shall at the request of the County execute any and all documents, including but not limited to mortgages securing the property and UCC financing statements, as required by the County to effectuate the reversion of assets.

III. The County Agrees:

Subject to the availability of funds, to pay for contracted activities according to the terms and conditions contained within this contract in an amount not to exceed \$375,000.

IV. The Awardee and OCED Agree:

A. Effective Date

1. This contract shall begin on January 1, 2007. Any costs incurred by the Awardee prior to this date will not be reimbursed by the County.
2. This contract shall expire on June 30, 2008. Any costs incurred by the Awardee beyond this date will not be reimbursed by the County. The term of this agreement and the provisions herein may be extended by the County to cover any additional time period during which the Awardee remains in control of the CDBG funds or other assets, including Program Income to support CDBG eligible activities. Any extension made pursuant to this paragraph shall be accomplished by a writing by the County to the Awardee. Such notice shall automatically become a part of this contract.
3. This contract may, at the sole and absolute discretion of the County and OCED, remain in effect during any period that the Awardee has control over contract funds, including program income. However, the County shall have no obligation or responsibility to make any payment, except those described within Section II, Paragraph V, or provide any type of assistance or support to the Awardee if this contract has expired or been terminated.

B. Suspension

1. OCED may, for reasonable causes as determined in OCED's sole and absolute discretion, temporarily suspend the Awardee's operations and authority to obligate funds under this contract or withhold payments to the Awardee pending necessary corrective action by the Awardee or both. Reasonable cause shall be determined by OCED, in its sole and absolute discretion, and may include, but is not limited to:
 - a. Ineffective or improper use of these contract funds by the Awardee or any of its subcontractors;
 - b. Failure by the Awardee to comply with any term or provision of this contract;

- c. Failure by the Awardee to submit any documents required by this contract; or
 - d. The Awardee's submittal of incorrect or incomplete reports or other required documents.
2. In the event of a default by the Awardee, OCED may at any time suspend the Awardee's authority to obligate funds, withhold payments or both. These actions may apply to only part or all of the activities funded by this contract.
 3. OCED will notify the Awardee of the type of action to be taken in writing by certified mail, return receipt requested, or in person with proof of delivery. The notification will include the reason(s) for such action, the conditions of the action, and the necessary corrective action(s). OCED will give the Awardee reasonable opportunity to rectify any action or inaction referenced above.

C. Termination

1. Termination at Will

This contract, in whole or in part, may be terminated by OCED upon no less than ten (10) working days notice when OCED determines that it would be in the best interest of OCED and the County. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

2. Termination for Convenience

OCED may terminate this contract, in whole part, when both parties agree that the continuation of the activities would not produce beneficial results commensurate with the further expenditure of funds. Both parties shall agree upon the termination conditions. OCED, at its sole discretion, reserves the right to terminate this contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the Awardee shall not incur any additional cost under this contract. OCED shall be liable only for reasonable costs incurred by the Awardee prior to notice of termination. OCED shall be the sole judge of "reasonable costs."

3. Termination Because of Lack of Funds

In the event of a funding short-fall, or a reduction in federal appropriations, or should funds to finance this contract become unavailable, OCED may terminate this contract upon no less than twenty-four (24) hours written notification to the Awardee. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. OCED shall be the final authority in determining whether or not funds are available. OCED may at its discretion terminate, renegotiate and/or adjust the contract award, whichever is in the best interest of the County.

4. Termination for Substantial Funding Reduction

In the event of a substantial funding reduction of the allocation to the Awardee through Board of County Commissioners action, the Awardee may, at its discretion, request in writing from the Director of OCED a release from its contractual obligations to the County. The Director of OCED will review the effect of the request on the community and the County prior to making a final determination.

5. Termination for Breach

OCED may terminate this contract, in whole or in part, when OCED determines, in its sole and absolute discretion, that the Awardee is not making sufficient progress thereby endangering the ultimate contract performance, or is not materially complying with any term or provision of this contract.

Unless the Awardee's breach is waived by OCED in writing, OCED may, by written notice to the Awardee, terminate this contract upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Waiver of breach of any provision of this contract 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 contract. The provisions herein do not limit OCED's right to legal or equitable remedies.

6. Penalties for Fraud, Misrepresentation or Material Misstatement

In accordance with the Code of Miami-Dade County, Section 2-8.1.4, any individual or corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, shall be terminated, whenever practicable, as determined by the County.

The County may terminate or cancel any other contracts with such individual or subcontracted entity it has with the County. Such individual or entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.

The foregoing notwithstanding, any individual or entity who attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be disbarred from County contracting for up to five (5) years.

7. Payment Settlement

If termination occurs, the Awardee will be paid for allowable costs incurred in carrying out activities required by this contract up to the date and time of termination.

D. Renegotiation or Modification

1. Modifications of provisions of this contract shall be valid only when in writing and signed by duly authorized representatives of each party. The parties agree to renegotiate this contract if OCED, in its sole and absolute discretion determines that federal, state, and/or County revisions of any applicable laws or regulations, or increases or decreases in budget allocations make changes in this contract necessary. OCED shall be the final authority in determining whether or not funds for this contract are available due to Federal, state and/or County revisions of any applicable laws or regulations, or increases or decreases in budget allocations.

2. CONTRACT EXTENSION

The County shall have the right to exercise an option to extend this contract for up to one year beyond the current Contract period and will notify the Awardee(s) in writing of the extension. This contract may be extended beyond the initial year extension period upon mutual agreement between the County and the Awardee(s), upon approval by the Director of the Office of Community and Economic Development.

E. Right to Waive

OCED may, for good and sufficient cause, as determined by OCED in its sole and absolute discretion, waive provisions in this contract or seek to obtain such waiver from the appropriate authority. Waiver requests from the Awardee shall be in writing. Any waiver shall not be construed to be a modification of this contract.

OCED's failure to exercise any of its rights under this contract or OCED's waiver of a provision on any one occasion shall not constitute a waiver of such rights or provision on any other occasion. No failure or delay by OCED in the exercise of any right shall operate as a waiver.

F. Budget Revisions and Changes to the CDBG Eligibility Activity Title

1. Revisions to the Budget (Attachment B) shall be requested in writing and must comply with OCED's Contract Compliance Manual. These revisions shall not require a contract amendment unless the amount of this contract is changed or unless otherwise required by OCED. All budget revisions shall require the written approval of OCED. OCED shall have no obligation to approve payment of expenditures incurred prior to the approval of the budget revision related to such expenditures.

2. Budget Revisions Through County Resolution

Should a portion of the funding allocation to the Awardee be rescinded by action from the Board of County Commissioners, written notification via certified mail to the Awardee advising of the funding reduction shall be sent by OCED no later than 5

working days of the action; written notification will constitute a contract amendment. The Awardee will have five working days upon receipt of certified return receipt notification to submit a revised budget reflecting funding adjustments. Should the modified budget not be received within the specified time, OCED will revise the budget at its discretion.

OCED in its sole and absolute discretion will determine whether substantial reductions will necessitate revision and resubmittal of the Scope of Service (Attachment A). Revisions to the Scope of Service, when required, will be negotiated to the mutual satisfaction of both parties.

3. Revisions to the CDBG eligibility activity titles under which this contract's objectives are classified as noted in the Scope of Services shall not require a contract amendment.

G. Disputes

In the event an unresolved dispute exists between the Awardee and OCED, OCED shall refer the questions, including the views of all interested parties and the recommendation of OCED, to the County Manager for determination. The County Manager, or an authorized representative, will issue a determination within thirty (30) calendar days of receipt and so advise OCED and the Awardee or in the event additional time is necessary, OCED will notify the Awardee within the thirty (30) day period that additional time is necessary. The Awardee agrees that the County Manager's determination shall be final and binding on all parties.

H. Headings

The section and paragraph headings in this contract are inserted for convenience only and shall not affect in any way the meaning or interpretation of this contract.

I. Minority Participation

In order to gain greater Black business participation, the Awardee may submit its contracts to the County Manager for bidding and award in accordance with County policies and procedures.

J. Proceedings

This contract shall be construed in any manner pertaining or relating to this contract shall, to the extent permitted by law, be held in Miami-Dade County, Florida.

K. Independent Private Sector Inspector General Reviews

1. Miami-Dade County has established the Office of the Office of Inspector General which is empowered to perform random audits on all County contracts throughout the duration of each contract. Grant recipients are exempt from paying the cost of the audit which is normally $\frac{1}{2}$ of 1% of the total contract amount.

The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in compliance with plans, specifications and applicable law.

The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, proposal submittals, activities of the Provider, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon ten (10) days prior written notice to the Provider from the Inspector General or IPSIG retained by the Inspector General, the Provider shall make all requested

records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Provider's possession, custody or control which, in the Inspector General or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, worksheets, proposals and agreements from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

The provisions in this section shall apply to the Provider, its officers, agents, employees, subcontractors and suppliers. The Provider shall incorporate the provisions in this section in all subcontractors and all other agreements executed by the Provider in connection with the performance of the contract.

Nothing in this contract shall impair any independent right of the County to conduct audit or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the Provider or third parties. The Awardee is aware that Miami-Dade County Office of the Inspector General has the right to perform random audits on all county contracts throughout the duration of each contract. Grant Recipients are exempt from paying the costs of the audit, which is normally 1% of the total contract amount.

L. Notice and Contact

OCED's representative for this contract is Zafar Ahmed.. The Awardee's representative for this contract is Danny Rosemond. The Awardee's principal office is at 1515 NW 167 Street, Building 5, Suite 200 Miami Gardens, FL 33169. The Awardee's telephone number is 305 622-8006.

In the event that different representatives are designated by either party after this contract is executed, or the Awardee changes its address, notice of the name of the new representative or new address will be rendered in writing to the other party and said notification attached to originals of this contract.

M. Name and Address of Payee

When payment is made to the Awardee's assignee, the name and address of the official payee is: N/A

N. Waiver of Trial

Neither the Awardee, subcontractor, nor any other person liable for the responsibilities, obligations, services and representations herein, nor any assignee, successor, heir or personal representative of the Awardee, subcontractor or any such other person or entity shall seek a jury trial in any lawsuit, proceeding, counterclaim or any other litigation procedure based upon or arising out of this Contract, or the dealings or the relationship between or among such persons or entities, or any of them. Neither Awardee, subcontractor, nor any such person or entity will seek to consolidate any such action in which a jury trial has been waived. The provisions of this paragraph have been fully discussed by the parties hereto, and the provisions hereof shall be subject to no exceptions. No party has in any way agreed with or represented to any other party that the provisions of this paragraph will not be fully enforced in all instances.

O. Assignment

The Awardee shall not assign, transfer, hypothecate or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

P. Third Parties

This agreement is intended for the sole and exclusive benefit of the parties and is not intended to benefit any third party nor shall it be deemed to give rise to any rights in any third party

P. Survival

The parties acknowledge that any of the obligations in this agreement, including but not limited to Awardee's obligation to indemnify the County, will survive the term, termination, and cancellation hereof. Accordingly, the respective obligations of the Awardee and the County under this agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

Q. All Terms and Conditions Included:

This contract and its attachments as referenced (Attachment A - Scope of Services; Attachment A1 - Action Steps; Attachment B - Budget; Attachment C - Progress Report; Attachment D - Information for Environmental Review; Attachment E - Certification Regarding Lobbying; Attachment F - Publicity, Advertisements and Signage; and Attachment G - Subgrant Agreement) contain all the terms and conditions agreed upon by the parties.

IN WITNESS THEREOF, the parties hereto have caused this twenty-six (26) page contract to be executed by their undersigned officials as duly authorized, this _____ day of _____ 2007.

AWARDEE:
City of Miami Gardens

MIAMI-DADE COUNTY

BY: _____

BY: _____

NAME: _____

NAME: George M. Burgess

TITLE: _____

TITLE: County Manager

DATE: _____

BY: _____

ATTEST

NAME _____

BY: _____

TITLE: _____

TITLE: Clerk, Board of County Commissioners

DATE _____

Witnesses:

BY: _____
(Signature)

Type or Print Name

BY: _____
(Signature)

Type or Print Name

Federal ID Number: _____

Resolution #:

Awardee's Fiscal Year Ending Date:

CORPORATE SEAL:

CONTRACT IS NOT VALID UNTIL SIGNED AND DATED BY BOTH PARTIES

City of Miami Gardens

1515-200 NW 167th Street
Miami Gardens, Florida 33169



Mayor Shirley Gibson
Vice Mayor Oscar Braynon II
Councilman Melvin L. Bratton
Councilman Aaron Campbell Jr.
Councilwoman Sharon Pritchett
Councilwoman Barbara Watson
Councilman André Williams

Agenda Cover Page

Date: May 23, 2007

Fiscal Impact: No X Yes

(If yes, explain in Staff Summary)

Funding Source: CDBG (2005 disaster recovery allocation) 1st Reading

Contract/P.O. Requirement: Yes No

Sponsor Name/Department: Community Development

Public hearing

Ordinance

Advertising requirement:

Quasi-Judicial

Resolution

2nd Reading

Yes No X

RFP/RFQ/Bid # _____

Title

Resolution authorizing the acceptance of 2005 disaster recovery funds from Miami Dade County Office of Community and Economic Development.

Staff Summary

The City of Miami Gardens was awarded \$375k in CDBG funds from the 2005 Disaster Recovery Funds Federal Appropriation. The funds were to be administered by the Department of Community Affairs (DCA) in Tallahassee.

Background

Through a formal application process, DCA solicited applications from the various Gulf Coast Counties affected by the 2005 Hurricane Season in order to determine the amount of allocation. As part of the application process, Miami Dade County solicited applications from the various municipalities within the County that sustained hurricane damage. Miami Gardens submitted its application and was awarded an allocation to carry out the activities outlined. The City of Miami Gardens will be required to enter into a sub-recipient agreement with Miami Dade OCED, as they are the grantees that were allocated funds from DCA.

Recommendation

It is recommended that the Council approve Staff's recommendation and approve the Resolution authorizing the City Manager to accept the award of CDBG funds in an amount not to exceed \$1M. Although this is larger than the initial amount awarded, Staff has already been made aware that DCA will be issuing a supplemental allocation of Disaster Recovery Funds. We anticipate receiving a supplemental award of these funds.

**J-4) CONSENT AGENDA
RESOLUTION
2005 DISASTER RECOVERY
FUNDS**