

RESOLUTION No. 2007-86-593

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, APPROVING THE ALLOCATION OF \$40,000.00 FROM PROGRAM YEAR 1 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS; AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, A SUB-RECIPIENT AGREEMENT IN SUBSTANTIAL FORM AS THAT AGREEMENT, ATTACHED HERETO AS EXHIBIT A, WHEREBY ACCION USA, INC., WILL PROVIDE TECHNICAL ASSISTANCE TO BUSINESSES LOCATED WITHIN THE CITY OF MIAMI GARDENS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City submitted an Action Plan to the United States Housing and Urban Development Department ("HUD"), and

WHEREAS, in accordance with the City's Action Plan, 5% of the City's first year's Community Development Block Grant Funds ("CDBG") are to be allocated toward economic development activities, and

WHEREAS, the Action Plan was recently amended to account for the fact that the City has been awarded an Economic Development Initiative Grant ("EDI Grant"), and

WHEREAS, the EDI Grant funds will be used to provide commercial façade improvements to eligible businesses, and

WHEREAS, as a result of the additional EDI Grant funding, additional funds will be available to provide technical assistance to businesses located within the City, and

WHEREAS, the City staff issued an RFP soliciting proposals from organizations that provide technical business assistance, and

WHEREAS, only one proposal was received in response to the RFP, and

WHEREAS, the respondent is ACCION USA, Inc., which is a private, non-profit organization that provides loans and other financial services to low and moderate income entrepreneurs who are unable to access capital from conventional lenders, and

WHEREAS, ACCION USA, Inc., is expected to assist between 12 to 15 businesses and is expected to provide between \$60,000 and \$70,000 in capital to those businesses, and

WHEREAS, the City staff has reviewed ACCION USA, Inc.'s credentials and they are qualified to perform the work as outlined,

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. AUTHORITY: The City Council of the City of Miami Gardens, Florida, approves the allocation of \$40,000.00 from Program Year 1 in Community Development Block Grant Funds and authorizes the City Manager and City Clerk to execute and attest, respectively, a Sub-Recipient Agreement and substantial form of that Agreement, attached hereto as **Exhibit A**, whereby ACCION USA, Inc., will provide technical assistance to businesses located within the City of Miami Gardens.

Section 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby authorized to obtain three (3) fully executed copies of the subject Agreement, with one to be maintained by the City; with one to be delivered to ACCION USA, Inc., and with one to be directed to the Office of City Attorney.

Section 4. 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.


SHIRLEY GIBSON, MAYOR

ATTEST:


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 Bratton

VOTE: 7-0

Mayor Shirley Gibson	<u> x </u> (Yes)	<u> </u> (No)
Vice Mayor Oscar Braynon, II	<u> x </u> (Yes)	<u> </u> (No)
Councilman Melvin L. Bratton	<u> x </u> (Yes)	<u> </u> (No)
Councilman Aaron Campbell	<u> x </u> (Yes)	<u> </u> (No)
Councilman André Williams	<u> x </u> (Yes)	<u> </u> (No)
Councilwoman Sharon Pritchett	<u> x </u> (Yes)	<u> </u> (No)
Councilwoman Barbara Watson	<u> x </u> (Yes)	<u> </u> (No)

SKD/teh

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 Yes

(If yes, explain in Staff Summary)

Funding Source: CDBG-1st Program Year

Contract/P.O. Requirement: Yes No

Sponsor Name/Department: Community Development

Public hearing

Ordinance

1st Reading

Advertising requirement:

Quasi-Judicial

Resolution

2nd Reading

Yes No

RFP/RFQ/Bid # _____

Title

A Resolution approving the allocation of \$40,000 from Program Year 1 in Community Development Block Grant Funds (CDBG) to ACCION USA, Inc. The Resolution also authorizes the City Manager to enter into a sub-recipient agreement with this agency for Technical Assistance to Miami Gardens Businesses.

Staff Summary

Background

The Action Plan submitted to the Housing and Urban Development Department (HUD) indicated that 5% of our 1st year entitlement funds would be allocated toward Economic Development activities. The Action Plan was recently amended to adjust the amount coming from our entitlement funds as a result of the City being awarded an Economic Development Initiative (EDI) Grant. The EDI Grant funds will be used to provide commercial façade improvements to eligible businesses. Consequently, entitlement funds will be allocated to provide Technical Assistance (and access to capital) to Miami Gardens Businesses.

The City issued an RFP soliciting proposals from organizations that provide this type of service. Only one (1) proposal was received in response to the RFP. The one respondent was ACCION USA, which is a private, nonprofit organization that provides loans and other financial services to low-and moderate-income entrepreneurs who are unable to access capital from conventional lenders. ACCION USA expects to provide technical assistance to local businesses as well as generate between 12-15 loans totaling \$60,000-

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BLOCK GRANT FUNDS**

\$70,000 in capital to small businesses. This pilot effort will enable ACCION to lay the ground work to then double and perhaps triple the loan disbursements by 2008.

Staff has reviewed ACCION's experience and credentials and they are qualified to perform the work as outlined.

Recommendation

City Staff recommends the approval of the attached resolution. Funding for this contract will come from the CDBG 1st year program funds.

CITY OF MIAMI GARDENS, FLORIDA
COMMUNITY DEVELOPMENT BLOCK GRANT
ECONOMIC DEVELOPMENT PROGRAMS AGREEMENT

THIS AGREEMENT (hereinafter the "Agreement") is entered into this ____ day of _____, 2007, between the City of Miami Gardens, a municipal corporation of the State of Florida (hereinafter referred to as the "CITY"), and [Subrecipient], a Florida not for profit corporation (hereinafter referred to as the "SUBRECIPIENT").

FUNDING SOURCE: Community Development Block Grant Funds

AMOUNT: \$ _____

TERM OF THE AGREEMENT: June 1, 2007 through September 30, 2007

IDIS NUMBER: _____

SCI NUMBER: _____

ADDRESS: _____

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

ARTICLE I

EXHIBITS AND DEFINITIONS

- 1.1 **EXHIBITS.** Attached hereto and forming a part of this Agreement are the following Exhibits:
- Exhibit A Corporate Resolution Authorizing Execution of this Agreement.
 - Exhibit B Work Program
 - Exhibit C Compensation and Budget Summary
 - Exhibit D Certification Regarding Lobbying Form

Exhibit E Certification Regarding Debarment, Suspension and other Responsibility Matters (Primary Covered Transactions Form).

Exhibit F Crime Entity Affidavit

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

Act or 24 CFR 570

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

Agreement Records:

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

CDBG Program:

Community Development Block Grant Program.

CDBG Requirements:

The requirements contained in 24 CFR Part 570, Rule 67-37.002 of the Florida Administrative Code and as established by the City of Miami Gardens, Florida.

Department:

The City of Miami Gardens Department of Community Development.

Federal Award:

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

Low- and-Moderate- Income Person:

A member of a low- or moderate-income family whose income is within specific income levels set forth by U.S. HUD.

U.S. HUD or HUD:

The United States Department of Housing and
Urban Development.

ARTICLE II

BASIC REQUIREMENTS

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

- 2.1 The Work Program submitted by the SUBRECIPIENT to the CITY which shall become attached hereto as Exhibit B to this Agreement and shall include the following:
 - 2.1.1 The description section shall detail the activities to be carried out by the SUBRECIPIENT. It should specifically describe the activities to be carried out as a result of the expenditure of CDBG Funds. Where appropriate it should list measurable objectives, define the who, what, where and when of the project, and in general detail how these activities will ensure that the intended beneficiaries will be served.
 - 2.1.2 The schedule of activities and measurable objectives plays an essential role in the grant management system. The schedule should provide projected milestones and deadlines for the accomplishment of tasks in carrying out the Work Program. These projected milestones and deadlines are a basis for measuring actual progress during the term of this Agreement. These items shall be in sufficient detail to provide a sound basis for the CITY to effectively monitor performance by the SUBRECIPIENT under this Agreement.
- 2.2 The Compensation and Budget Summary attached hereto as Exhibit C, which shall include: completion of the SUBRECIPIENT'S Itemized Budget, Cost Allocation and any subcontracts.

- 2.3 A list of the SUBRECIPIENT'S present officers and members of the Board (names, addresses and telephone numbers).
- 2.4 A list of key staff persons (with their titles) who will carry out the Work Program.
- 2.5 Completion of an Authorized Representative Statement.
- 2.6 Completion of a Statement of Accounting System.
- 2.7 A copy of the SUBRECIPIENT'S corporate personnel policies and procedures.
- 2.8 Job description and resumes for all positions funded in whole or in part under this Agreement.
- 2.9 A letter of accepting the Office of Management and Budget ("OMB") Circular No.A-87 "Principles for Determining Costs Applicable to Grants and Agreements with State, Local and Federally recognized Indian Tribal Governments;" OMB Circular No. A-110, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations"; OMB Circular Nos. A-122 and A-21: "Cost Principles for Non-Profit Organizations and Cost Principles for Educational Institutions," as modified by 24 CFR Section 570.502(a)(b); "Applicability of Uniform Administrative Requirements" of the CDBG Program Regulations Final Rule and Lead Based Paint Regulations 24 CFR Part 35.
- 2.10 Copy of the SUBRECIPIENT'S last federal income tax return (IRS Form 990).
- 2.11 The following corporate documents:
 - (i) Bylaws, resolutions and incumbency certificates for the SUBRECIPIENT, certified by the SUBRECIPIENT'S Corporate Secretary, authorizing the consummation of the transactions contemplated hereby, all in a form satisfactory to the CITY.
- 2.12 ADA Certification

2.13 Drug Free Certification

2.14 All other documents reasonably required by the CITY.

ARTICLE III

TERMS AND PROCEDURES

3.1 **CITY AUTHORIZATION:**

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

3.2 **EFFECTIVE DATE AND TERM:**

This Agreement shall begin on June 1, 2007 and end on September 30, 2007.

3.3 **OBLIGATIONS OF SUBRECIPIENT:**

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

3.4 **LEVEL OF SERVICE:**

Should start-up time for the Work Program be required or in the event of the occurrence of any delays in the activities thereunder, the SUBRECIPIENT shall immediately notify the Department in writing, giving all pertinent details and indicating when the Work Program shall begin and/or continue. It is understood and agreed that the SUBRECIPIENT shall maintain the level of activities and expenditures in existence prior to the execution of this Agreement. Any

activities funded through or as a result of this Agreement shall not result in the displacement of employed workers, impair existing agreements for services or activities, or result in the substitution of funds allocated under this Agreement for other funds in connection with work which would have been performed in the absence of this Agreement.

ARTICLE IV

CDBG FUNDING AND DISBURSEMENT REQUIREMENTS

4.1 **COMPENSATION**

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

4.2 **INSURANCE:**

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

4.2.1 The SUBRECIPIENT shall provide the following coverage:

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

(iii) Workers' compensation insurance as required by the laws of the State of Florida.

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

paragraphs herein or the failure of the Subrecipient to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal or state, in connection with the performance of this Agreement. Subrecipient expressly agrees to indemnify and hold harmless the Indemnitites, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Subrecipient, or any of its subcontractors, as provided above, for which the Subrecipient's liability to such employee or former employee would otherwise be limited to payments under state Workers' Compensation or similar laws.

4.3 FINANCIAL ACCOUNTABILITY:

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

4.4 RECAPTURE OF FUNDS:

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

4.5 CONTINGENCY CLAUSE:

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

ARTICLE V

AUDIT

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

5.1.1 If the SUBRECIPIENT expends \$500,000 or more in the fiscal year it shall have a single audit or program specific audit conducted for that year. The audit shall be conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS) and OMB Circular A-133. The audit shall determine whether the financial statements are presented fairly in all material respects in conformity with generally accepted accounting principles.

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

A reporting package shall be submitted within the earlier of 30 days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period. The reporting package will include the certified financial statements and schedule of

expenditures of Federal Awards; a summary schedule of prior audit findings; the auditor's report and the corrective action plan. The auditor's report shall include:

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

5.1.2 If the SUBRECIPIENT expends less than \$500,000 in the fiscal year it is exempted from Federal audit requirements for that year and consequently the audit cost is not a reimbursable expense. The City, however, may request the

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

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

ARTICLE VI

RECORDS AND REPORTS

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

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

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

6.1.2 Records demonstrating that each activity undertaken meets one of the criteria set forth in 24 CFR 570.208 of the CDBG Program regulations. Where information

on income by family size is required, the SUBRECIPIENT may substitute evidence establishing that the person assisted qualified under another program having income qualification criteria at least as restrictive as that used in the definitions of “low- and moderate-income person” and “low- and moderate-income household” as set forth in 24 CFR 570.3; or, the SUBRECIPIENT may substitute a copy of a verifiable certification from the assisted person that his or her family income does not exceed the applicable income limit established in accordance with 24 CFR 570.3; or, the SUBRECIPIENT may substitute a notice that the assisted person is a referral from any governmental agency that determines persons to be “low- and moderate-income persons” based upon HUD’s criteria and agrees to maintain documentation supporting those determinations. Such records shall include the following information:

- (i) For each activity determined to benefit low- and moderate-income persons, the income limits applied and the point in time when the benefit was determined.
- (ii) For each activity determined to benefit low- and moderate-income persons based on the area served by the activity:
 - (a) The boundaries of the service area;
 - (b) The income characteristics of families and unrelated individuals in the service area; and
 - (c) If the percent of low- and moderate-income persons in the service area is less than 51 percent, data showing that the area qualifies under the exception criteria set forth in 24 CFR 570.208(a)(1)(ii);

- (iii) For each activity determined to benefit low- and moderate-income persons because the activity involves a facility or service designed for use by a limited clientele consisting exclusively or predominantly of low- and moderate-income persons:
 - (a) Documentation establishing that the facility or service is designed for and used by senior citizens, disabled persons, battered spouses, abused children, the homeless, illiterate persons, or migrant farm workers, for which the regulations provide presumptive benefit to low- and moderate-income persons; or
 - (b) Documentation describing how the nature and, if applicable, the location of the facility or service establishes that it is used predominantly by low- and moderate-income persons; or
 - (c) Data showing the size and annual income of the family of each person receiving the benefit.

6.1.3 Equal Opportunity Records containing:

- (i) Data on the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funded in whole or in part with CDBG Funds. Such information shall be used only as a basis for further investigation relating to compliance with any requirement to attain or maintain any particular statistical measure by race, ethnicity, or gender in covered programs.

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

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

Records required to be maintained in accordance with other applicable laws and regulations set forth in Subpart K of 24 CFR 570.

6.2 RETENTION AND ACCESSIBILITY OF RECORDS:

6.2.1 The Department shall have the authority to review the SUBRECIPIENT'S records, including Project and programmatic records and books of account, for a period of three (3) years from the expiration/termination of this Agreement (the "Retention Period"). All books of account and supporting documentation shall be kept by the SUBRECIPIENT at least until the expiration of the Retention Period.

The SUBRECIPIENT shall maintain records sufficient to meet the requirements of 24 CFR 570. All records and reports required herein shall be retained and made accessible as provided thereunder. The SUBRECIPIENT further agrees to abide by Chapter 119, Florida Statutes, as the same may be amended from time to time, pertaining to public records.

The SUBRECIPIENT shall ensure that the Agreement Records shall be at all times subject to and available for full access and review, inspection and audit by

the CITY, federal personnel and any other personnel duly authorized by the CITY.

- 6.2.2 The SUBRECIPIENT shall include in all the Department approved subcontracts used to engage subcontractors to carry out any eligible substantive project or programmatic activities, as such activities are described in this Agreement and defined by the Department, each of the record-keeping and audit requirements detailed in this Agreement. The Department shall in its sole discretion determine when services are eligible substantive project and/or programmatic activities and subject to the audit and record-keeping requirements described in this Agreement
- 6.2.3 If the CITY or the SUBRECIPIENT has received or given notice of any kind indicating any threatened or pending litigation, claim or audit arising out of the activities pursuant to the project, the activities and/or the Work Program or under the terms of this Agreement, the Retention Period shall be extended until such time as the threatened or pending litigation, claim or audit is, in the sole and absolute discretion of the Department fully, completely and finally resolved.
- 6.2.4 The SUBRECIPIENT shall notify the Department in writing both during the pendency of this Agreement and after its expiration/termination as part of the final closeout procedure, of the address where all Agreement Records will be retained.
- 6.2.5 The SUBRECIPIENT shall obtain the prior written consent of the Department to the disposal of any Agreement Records within one year after the expiration of the Retention Period.

6.3 PROVISION OF RECORDS:

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

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

6.4 MONITORING:

The SUBRECIPIENT shall permit the Department and other persons duly authorized by the Department to inspect all Agreement Records, facilities, goods, and activities of the SUBRECIPIENT which are in any way connected to the activities undertaken pursuant to the terms of this Agreement, and/or interview any clients, employees, subcontractors or assignees of the SUBRECIPIENT. Following such inspection or interviews, the Department will deliver to the SUBRECIPIENT a report of its findings. The SUBRECIPIENT will rectify all deficiencies cited by the Department within the specified period of time set forth in the report or provide the

Department with a reasonable justification for not correcting the same. The Department will determine in its sole and absolute discretion whether or not the SUBRECIPIENT'S justification is acceptable.

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

6.5 RELATED PARTIES:

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

ARTICLE VII

OTHER CDBG PROGRAM REQUIREMENTS

- 7.1 The SUBRECIPIENT shall maintain current documentation that its activities are CDBG eligible in accordance with 24 CFR Part 570.201.
- 7.2 The SUBRECIPIENT shall ensure and maintain documentation that conclusively demonstrates that each activity assisted in whole or in part with CDBG Funds is an activity which provides benefit to low and moderate-income persons.
- 7.3 The SUBRECIPIENT shall comply with all applicable provisions of 24 CFR Part 570 and shall carry out each activity in compliance with all applicable federal laws and regulations described therein.
- 7.4 The SUBRECIPIENT shall cooperate with the Department in informing the appropriate citizen participation structures, including the appropriate area committees, of the activities of the SUBRECIPIENT in adhering to the provisions of this Agreement. Representatives of the SUBRECIPIENT shall attend meetings of the appropriate committees and citizen participation structures upon the request of the citizen participation officers or the Department.
- 7.5 The SUBRECIPIENT shall, to the greatest possible, give low-and-moderate-income residents of the service areas opportunities for training and employment.
- 7.6 SUBRECIPIENT shall use the funds to provide technical assistance to private for-profit businesses, eligible under 570.203, and in accordance with 570.209. No other activities will be funded under this Agreement, unless Work Program is amended in writing by mutual agreement.
- 7.7 SUBRECIPIENT shall carry out its Work Program in compliance with all Federal laws and regulations, described in Subpart K of the CDBG Program regulation (24 CFR 570.600-612), which by this reference, is incorporated into and made a part of this Agreement.

7.8 SUBRECIPIENT shall not assume the CITY's environmental responsibilities described in 24 CFR 570.604, of the CDBG Program regulations, and the CITY's responsibility for initiating the review process under Executive Order 12372.

7.9 NON-DISCRIMINATION:

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

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

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

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

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

7.13 UNIFORM ADMINISTRATIVE REQUIREMENTS. The SUBRECIPIENT shall comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations" and with the applicable requirements of 24 CFR Part 84 (the revised OMB Circular No. A-110).

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

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

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

7.16 ENFORCEMENT OF THIS AGREEMENT. Any violation of this Agreement that remains uncured thirty (30) days after the SUBRECIPIENT'S receipt of notice from the CITY (by certified or registered mail) of such violation may, at the option of the CITY, be addressed by an action for damages or equitable relief, or any other remedy provided at law or in equity. In addition to the remedies of the CITY set forth herein, if the SUBRECIPIENT materially fails to comply with the terms of this Agreement, the CITY may suspend or terminate this Agreement in accordance with 24 CFR Part 85.43, as set forth more fully below in Article IX of this Agreement.

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

ARTICLE VIII

PROGRAM INCOME

8.1 Program income means gross income received by the SUBRECIPIENT which has been directly generated from the use of the CDBG Funds. When such income is generated by an activity that is only partially assisted with the CDBG Funds, the income shall be prorated to reflect the percentage of CDBG Funds used. Program income generated by CDBG funded activities shall be used only to undertake those activities specifically approved by the CITY on and for the Work Program. All provisions of this Agreement shall apply to such activities. Any program income on hand when this Agreement expires/terminates or received after such expiration/termination shall be paid to the CITY, as required by 24 CFR 570.503(b)(8) of the CDBG Program regulations.

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

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

ARTICLE IX

REMEDIES, SUSPENSION, TERMINATION

9.1 **REMEDIES FOR NONCOMPLIANCE**. The CITY retains the right to terminate this Agreement at any time prior to the completion of the services required pursuant to this Agreement without penalty to the CITY. In that event, notice of termination of this Agreement

shall be in writing to the SUBRECIPIENT, who shall be paid for those services performed prior to the date of its receipt to the notice of termination. In no case, however, shall the CITY pay the SUBRECIPIENT an amount in excess of the total sum provided by this Agreement.

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

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

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

9.2.1 The Department may, for reasonable cause temporarily suspend the SUBRECIPIENT'S operations and authority to obligate funds under this Agreement or withhold payments to the SUBRECIPIENT pending necessary

corrective action by the SUBRECIPIENT, or both. Reasonable cause shall be determined by the Department in its sole and absolute discretion, and may include:

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

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

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

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

9.3 TERMINATION:

9.3.1 Termination Because of Lack of Funds.

In the event the CITY does not receive funds to finance this Agreement from its funding source, or in the event that the CITY'S funding source de-obligates the funds allocated to fund this Agreement, the Department may terminate this

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

9.3.2 Termination for Breach.

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

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

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

be construed to be a modification of the terms of this Agreement. The provisions hereof are not intended to be, and shall not be, construed to limit the Department's right to legal or equitable remedies.

ARTICLE X

MISCELLANEOUS PROVISIONS

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

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

10.3 OWNERSHIP OF DOCUMENTS. All documents developed by the SUBRECIPIENT under this Agreement shall be delivered to the CITY upon completion of the activities required pursuant to this Agreement and shall become the property of the CITY, without restriction or limitation on their use if requested by the City. The SUBRECIPIENT agrees that all documents maintained and generated pursuant to this Agreement shall be subject to all provisions of the Public Records Law, Chapter 119, Florida Statutes.

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

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

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

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

10.7 CONFLICT OF INTEREST.

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

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

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

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

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

10.9 ENTIRE AGREEMENT:

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

10.10 GENERAL CONDITIONS.

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

mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

CITY OF MIAMIGARDENS

Daniel A. Rosemond, Director
Department of Community Development
1515 N.W. 167 Street; Bldg. 5, STE. 200
Miami Gardens, Florida 33169

SUBRECIPIENT

[_____]
[_____]

Miami, FL [Zip]

- 10.10.2 Title and paragraph headings are for convenient reference and are not a part of this Agreement.
- 10.10.3 In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall control.
- 10.10.4 No waiver of breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.
- 10.10.5 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or the City of Miami Gardens, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed

severed, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

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

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

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

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

SUBRECIPIENT

Miami, FL [Zip]

a State of Florida not-for-profit corporation

ATTEST:

By: _____
Name: _____ Date
Title

By: _____
Name: _____ Date
Title:

CORPORATE SEAL

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

ATTEST:

By: _____
Ronetta Taylor Date
City Clerk

By: _____
Danny O. Crew Date
City Manager

APPROVED AS TO
INSURANCE REQUIREMENTS:

APPROVED AS TO FORM AND
CORRECTNESS:

By: _____
Taren Kinglee, Director Date
Risk Management

By: _____
Sonja Dickens Date
City Attorney

EXHIBIT B

TECHNICAL ASSISTANCE TO FOR PROFIT BUSINESSES

At a minimum, the Work Program provided by the SUBRECIPIENT will consist of the following:

1. The SUBRECIPIENT will provide Technical Assistance to eligible businesses located in the CITY.
2. To be eligible the entity must be an operating for profit business, either: having an occupational license for that location and a certificate of use for that type of business; or in the process of starting a business in the CITY.
3. SUBRECIPIENT will perform complete intake of for-profit business requesting technical assistance.
4. When the Technical Assistance Project is completed or jobs are created as the project progresses, the SUBRECIPIENT will provide documentation of results via the submission of "Job Creation Certification" Form and/or "Project Completion Certification" Form.
5. SUBRECIPIENT will track payments from the CITY and maintain a precise record of expenditures associated with each Technical Assistance Project.
6. SUBRECIPIENT understands that **Job Creation** is the national objective that has been identified as a priority by the City for Technical Assistance.

By: _____ Date _____
 Name: _____
 Executive Director

STATE OF FLORIDA
 COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ by _____, Executive Director of _____, a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

 Print Notary Public's Name Signature

(SEAL)

This E-Sheet(R) is provided as conclusive evidence that the ad appeared in The Miami Herald on the date and page indicated. You may not create derivative works, or in any way exploit or repurpose any content.

Ad Number: 774038301
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Client Name: CITY OF MIAMI GARDENS
 Advertiser: NBRS NC/INC17/Dade
 Section/Page/Zone: NC/INC17/Dade
 Description:

NEIGHBORS CALENDAR

Listings are considered for publication free of charge on a space-available basis with preference given to nonprofit organizations, benefits and free activities. Notices must be received at least two weeks before the publication date or your event's registration deadline. Listings must contain a local or toll-free phone number for the public to contact and any fees. Mail notices to: Calendar Desk-Newroom, The Herald, 1 Herald Plaza, Miami, FL 33132-1693 or e-mail to newscaledat@MiamiHerald.com (with name and date of event on subject line). For questions, call 305-376-3355 from 10 a.m. to 6 p.m. weekdays.

CLASSES

AARP Driver Safety Program: Nationally certified, two, four-hour classes; discounts may be offered by insurance companies upon completion. 1-888-227-7669 (English); 305-261-2858 (Spanish).
Argentine Tango Classes: Learn the art; 4-5 p.m. beginners, 5-6 p.m. advanced Saturdays; Coral Gables War Memorial Youth Center, 405 University Dr., Coral Gables; \$8-\$13. 305-567-2699.
Baton Twirling Classes: Melissa Marcus, former national and world baton twirling champion, hosts the class; 7 p.m. Wednesdays; Focal Point Dance Studio, 13280 SW 120th St., West Kendall; \$40 per month. 305-299-6546.
Bijoux Dance Center: Classes for beginner and advanced students; 4:15-5:30 p.m. Mondays; 305-667-5359.

• Beginner's Ballroom dancing: 8-9 p.m. Thursdays; \$5 per person.
 • Beginner's Latin dancing: 9-10 p.m. Thursdays; \$5 per person.
 • Salsa rueda lessons for beginners: 8-9:30 p.m. Mondays; \$1.50 per person.
Camping and Surviving in the Outdoors: Learn the basics for fun and knowledge; 3-6 p.m. Saturdays, March 17-24; The Environmental Center at Miami Dade College-Kendall, 1101 SW 104th St., Kendall; \$45. To register, call 305-237-2600 or go to mc.edu/kendall/ce and click on Environmental Center; use reference number 411792.
The Casely Tennis Foundation: Adults and kids ages 3 and over can learn basic, intermediate and advanced tennis skills through the Casely Tennis Foundation at the FIU Tennis Center; hourly sessions between 4-7 p.m. Monday-Friday, 9 a.m.-10 a.m. Saturday; Florida International University, 11200 SW Eighth St., West Miami-Dade; \$60 per month. 305-962-2633.
Ceramic League of Miami: Offers lessons in sculpting, tile carving, hand building with clay and ceramic techniques. Caters to special needs groups, scouts and for special events; 8873 SW 129th St., Miami, 305-233-2404.
Creative Memories Workshop: Share stories and capture them in a photo collage; third Thursdays; William F. Bill Dickson Senior Center, 43 NE Krome Ave., Homestead. For times, call 305-248-0319 or go to mycms-ile.com/bilpscomb.
Film Institute Scriptwriting Workshop: Features instruction by Alyn Darnay, writer and director, class is designed to enhance each participant's ability to develop a script, while improving his or her skill to create multilayered characters, expressive and dynamic dialogue and imaginative plot twists and turns; 6:30-9:30 p.m. Mondays, March 19-April 9; The Wolfsonian-FIU, 1001 Washington Ave., Miami Beach; \$100; 10 scholar-

ships available, must apply by March 31. 305-891-3456 or film-institute.org.
The Flying Trapeze School: Classes for beginners and "frequent flyers" are available. All attendees are encouraged to Try N' Fly; 7-9 p.m. Thursday, 3-5 p.m. and 6-8 p.m. Saturday and Sunday; Bayfront Park, 305 Biscayne Blvd., Miami; \$40 each class; \$10 for Try N' Fly. 786-239-8775 or theflyingtrapeze.net.
Gypsy Fire: The nonprofit organization hosts belly dance classes for children and adults and Pilates mat classes; 7951 SW 40th St., Ste. 212, Miami; \$108 for 12 classes, \$80 for eight classes, \$42 for four classes, \$12 per class. 305-262-3500 or gypsyfire.org.
Pilates Mat Classes: Classes are taught by instructor Celia Maluf; 6:30-7:30 p.m. Thursdays through April 19; Deering Estate, 16701 SW 72nd Ave., Palmetto Bay; \$60 for six-week session. 305-235-1668, ext. 233.
Reflective Writing: Learn journaling and writing techniques for personal growth and healing; 7:30-9 p.m. Mondays; South Miami Hospital, 6200 SW 73rd St., South Miami; \$10 per session. 786-662-5200.
Stained Glass Demonstration: Learn how to make glass projects from a stained glass artist; 6:30 p.m. Tuesdays, 10 a.m. Saturdays; Penguin Cove Stained Glass, 14230 W. Dixie Hwy., North Miami; free; reservations required. 305-892-0090.

CLUBS/MEETINGS

Antique Automobile Club of America, South Florida Region: Open to enthusiasts of antique automobiles of all makes and models, including motorcycles and trucks, from the early 1900s to 1981. Club participates in shows, picnics, brunches and drives; 7:30 p.m. third Thursday; Tony Roma's, 9525 North Kendall Dr., Southwest Miami-Dade; free. Send an e-mail to pmw@barkbarkwoof-woof.com or access <http://local.aaca.org/southflorida>.
Doral Zonta Club: Miami Lakes business and professional women are organizing a new Doral Club of Zonta International, a service organization working to advance the status of women through service and advocacy. For more information, call Carmen Elias-Levanson at 305-817-3668 or go to zonta.org.
Friday Night Social Club: Gather to socialize, play board games and make

new friends at a private residence in North Miami; open to anyone age 25 and over; 7:30 p.m. Fridays; \$5. For location information, call 786-873-4509.

Practical Spirituality Book Club: Join the book club to discuss John Morton's *The Blessings Already Are*; 9:30-11 a.m. second Tuesdays; Barnes and Noble, 12405 North Kendall Dr., Kendall; free. 305-598-7727.

Results, Miami Global Group: The nonpartisan grass roots citizens lobby group, generating the political will to end hunger and the worst aspects of poverty, holds its monthly action and education meeting in the main patio; 7-8 p.m. March 12. Books & Books, 265 Aragon Ave., Coral Gables; free. 305-667-9338.
Tropical Flowering Tree Society: Monthly programs include speakers, flowering tree raffles or auctions and refreshments; 7:30 p.m. second Mondays; Fairchild Tropical Botanic Garden, 10901 Old Cutler Rd., Coral Gables; visitors free, \$30 annual membership. 305-389-5404 or tfts.org.
 • Glen Ivia, a Society member, discusses flowering trees and fruits of Guatemala; 7:30 p.m. March 12.

FOR OLDER PEOPLE

AARP Driver Safety Program: Nationally certified; two four-hour

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City of Miami Gardens
 Department of Community Development

1515 N.W. 167 Street
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 Miami Gardens, FL 33169

2006-2007 REQUEST FOR PROPOSAL (RFP) NOTICE OF FUNDING AVAILABILITY REQUEST FOR PROPOSALS (RFP) FOR THE PROVISION OF ECONOMIC DEVELOPMENT PROGRAMS

Request for Proposals (RFP) for Program Year 2006-2007 funding will be available for Economic Development. The funding for this initiative is being provided as Community Development Block Grant (CDBG) program funds by the U.S. Department of Housing and Urban Development to the City of Miami Gardens. This RFP is a formal solicitation for the provision of technical assistance to City of Miami Gardens' businesses.

Organizations that can provide technical assistance to small businesses operating in the City of Miami Gardens will be considered under this RFP. Services to be provided can include but are not limited to:

- Starting, Growing, and Managing a Small Business
- Administering Small Business Loans for Start Up and Expansion
- Assistance with Business Tax Preparation

The Request for Proposals can be picked up at the City of Miami Gardens, Department of Community Development, located at 1515 N.W. 167 Street, Building 4, Suite 120, Miami Gardens, FL 33169

or on our website at: <http://www.miamigardens-fl.gov/communitydevelopment>

The timeline for the proposal process is as follows:

RFP Available to Public Sunday, March 11, 2007
 Pre-Proposal Workshop Thursday, March 22, 2007, by 10AM
 Deadline for Submission of Proposals Monday, April 9, 2007, by 4 PM

Proposals must be submitted by 4 p.m., to the Department of Community Development, 1515 N.W. 167 Street, Bldg. 4, Suite 120, Miami Gardens, Florida 33169. (AD #07-0007)

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