

RESOLUTION No. 2009-56-1001

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN SUB-RECIPIENT AGREEMENT WITH NEIGHBORHOOD HOUSING SERVICES, INC., FOR THE PROVISION OF SERVICES RELATING TO FORECLOSURE PREVENTION ASSISTANCE, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, recently the City Council adopted a Resolution authorizing the City to enter into a Memorandum of Understanding ("MOU") with Neighborhood Housing Services, Inc. ("NHS"), to provide foreclosure prevention services to City residents, and

WHEREAS, it was initially thought that the best approach would be for NHS to assist the City with holding workshops for residents facing foreclosure, and

WHEREAS, it has been determined, that many residents are hesitant to attend workshops but are more willing to have one-on-one assistance, and

WHEREAS, staff is recommending that the best course of action would be for the City to enter into a sub-recipient agreement with NHS whereby NHS would provide a staff person or persons on site who can assist residents with foreclosure prevention assistance, and

WHEREAS, funding for this purpose is available from Community Development Block Grant funds in the amount of Fifty Thousand Dollars (\$50,000.00),

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

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

Section 2. AUTHORIZATION: The City Council of the City of Miami Gardens hereby authorizes the City Manager and City Clerk to execute and attest, respectively, that certain sub-recipient agreement with Neighborhood Housing Services, Inc., for foreclosure prevention assistance, a copy of which is attached hereto as Exhibit A.

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 Neighborhood Housing Services, 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 FEBRUARY 25, 2009.


SHIRLEY GIBSON, MAYOR

ATTEST:


RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, ESQ.
City Attorney

Resolution No. 2009-56-1001

SPONSORED BY: DANNY CREW, CITY MANAGER

MOVED BY: Councilman Gilbert

SECOND BY: Councilman Campbell

VOTE: 6-0

Mayor Shirley Gibson	<u> </u> (Yes)	<u> </u> (No) (out of town)
Vice Mayor Barbara Watson	<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 Oliver Gilbert, III	<u> X </u> (Yes)	<u> </u> (No)
Councilwoman Sharon Pritchett	<u> X </u> (Yes)	<u> </u> (No)
Councilman André Williams	<u> X </u> (Yes)	<u> </u> (No)

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City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	February 25, 2009		Item Type: <small>(Enter X in box)</small>	Resolution X	Ordinance	Other
Fiscal Impact: <small>(Enter X in box)</small>	Yes	No	Ordinance Reading: <small>(Enter X in box)</small>	1st Reading		2nd Reading
		X		Public Hearing: <small>(Enter X in box)</small>	Yes	No
Funding Source:	<small>(Enter Fund & Dept)</small>		Advertising Requirement: <small>(Enter X in box)</small>		Yes	
	CDBG Program Year 3			X		
Contract/P.O. Required: <small>(Enter X in box)</small>	Yes	No	RFP/RFQ/Bid #:	N/A		
	X					
Sponsor Name	Danny Crew, City Manager		Department:	Community Development		

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN SUB-RECIPIENT AGREEMENT WITH NEIGHBORHOOD HOUSING SERVICES, INC., FOR THE PROVISION OF SERVICES RELATING TO FORECLOSURE PREVENTION ASSISTANCE, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

Background

On March 12, 2008, the City Council adopted a resolution authorizing the City to enter into a Memorandum of Understanding (MOU) with Neighborhood Housing Services, Inc. (NHS) to provide foreclosure prevention services to City residents. Included in their services was the provision of foreclosure prevention clinic(s) that would provide individuals in this situation with much needed information and assistance. The first workshop was scheduled for early April. Only 3 residents attended. In conversations with NHS representatives, Staff later determined that the workshop environment was not the best approach, as many homeowners were reluctant to coming to an open forum to discuss such a delicate subject.

Since then, Community Development staff determined to be the recipient of the initial documents from residents facing foreclosure and those documents would be subsequently sent to NHS, who would then contact the resident and set up a private, one-on-one meeting at NHS' office which is located in Miami. Community Development continued to receive numerous calls and inquiries about the services, but it was determined that many folks could not or would not make it to meet with NHS at their offices.

The MOU did not provide for compensation to NHS, because compensation was to be provided to NHS from the NeighborWorks network for each client whose file resulted in a positive outcome of mortgage modification, refinancing, or short sale. The Department is still receiving a large volume of inquiries from residents regarding foreclosure assistance.

Current Situation

The need to provide foreclosure prevention assistance continues to be critical. However, due to the poor attendance at the foreclosure clinic and the low rate of return of packages, It has been determined that a better approach might be to have an NHS staff member on-site at the City's offices. This staff person would be readily available to speak with residents in this situation and would assist residents in completing the required paperwork (budget, list of assets & liabilities, etc.) This staff person would also follow-up with residents that previously picked up packages, but who have never returned it.

To accommodate NHS staff on-site, the City would provide dedicated office space for the purposes described above. Initially, the NHS staff person will be on-site 3 days per week. Moreover, NHS will provide foreclosure prevention assistance as well as providing homebuyer counseling services to interested first-time homebuyers. The City will compensate NHS, using Community Development Block Grant funds in the amount of \$50,000. In order to award these funds to NHS, City Council needs to approve the attached resolution that authorizes the City Manager to enter into a sub-recipient agreement with this agency for the provision of these services. The attached agreement terminates on September 30, 2009. Prior to that time, Staff will evaluate these services and determine if it warrants continued funding. Should that be the case, Staff will bring the item back to Council for their review and approval.

Proposed Action:

It is recommended that City Council approve the attached resolution authorizing the City Manager to enter into a sub-recipient agreement with NHS for the provision of the services as described herein.

Attachment:

- Sub-recipient Agreement (Draft)
- NHS Work Plan
- Budget

**Neighborhood Housing Services of South Florida, Inc.
Miami Gardens Operating Budget 2009 (Revised 01/26/2009)**

Operating Budget

12 Month Budget
FY2009

10 Month Budget
FY2009
Through Sept 30

INCOME

Total Income

50,000

41,667

EXPENSES

Personnel Expenses:

Direct personnel: Felipe Wright Forecl & HBE	21,600
Direct personnel: Felipe Wright benefits	5,184
Foreclosure intake services (NHSSF Staff)	1,500
Foreclosure case assessment (NHSSF Staff)	750
Loan negotiator and assignment (NHSSF Staff)	2,500
HBE intake, orientation (NHSSF Staff)	1,500
Direct personnel all other services (NHSSF Staff)	1,500

34,534 69.07% **28,778** 69.07%

Non-Personnel Services:

Consultant
Contracted services

- - 0.00% - 0.00%

Occupancy:

Rent (includes local phone & internet)	3,931
Electricity	900

4,831 9.66% **4,026** 9.66%

Program and other Expense:

Office supplies	366
Laptop purchase	325
Laser printer	199
Equip lease (copier cost lease) (10*147)	1,470
Office furniture	-
Insurance	94
Phone system and phone	275
Computer networking	475
Printing- (not the same as copying)	363
Marketing	-
Signage	-
Advertising	-
Training	485
Travel	153
Books (and other materials) (7*200)	1,400
Credit reports (when not provided via HOPE)	169
Postage	122

5,897 11.79% **4,914** 11.79%

Administrative

Audit, supervision, IT, accounting, payroll

4,738 9.48% **3,949** 9.48%

* Please note that the standard NHSSF admin percentage is 12-13%

Total Budgeted Expenses

50,000 100.00% **41,667** 100.00%

Exhibit B - Work Plan

**Neighborhood Housing Services of South Florida, Inc (NHS)
Foreclosure Prevention and Home-Buyer Counseling**

1. Program Description and Objectives

NHS shall provide training and counseling services to residents of Miami Gardens. Two types of training and counseling shall be provided: Foreclosure Prevention and Homebuyer Training and Counseling. One-on-one counseling shall be provided at a designated office within the City Hall facility. The training will also be held in City Hall designated room. The objective of the Foreclosure Prevention is to keep Miami Gardens in default or foreclosure in their homes. The objective of Homebuyer Training and Counseling is to prepare interested and eligible Miami Gardens residents to be mortgage ready. NHS foreclosure and homeownership staff are certified by the NeighborWorks® Training Institute, the national standard for foreclosure and homeownership training throughout the country. Our counselors and management staff also receive additional technical support, training, and resources by virtue of NHS' designation as a NeighborWorks® Organization.

Foreclosure Prevention

NHS staff shall assist such clients in completing any of the paperwork needed to evaluate the current conditions and the forward such documentation to the appropriate department at NHS main office. It is understood that the on-site staff of NHS shall not function as an actual negotiator on behalf of residents. All negotiations will be done by staff working out of NHS main office. Occasional foreclosure clinics may be held as needed to facilitate the gathering of client information.

NHS scrapped the old system of one-client-one-counselor, which takes too much time and does not focus on resolution of the delinquency. NHS created a systems approach that involved internal and external clinics and clearly differentiated staff roles. NHS will conduct occasional clinics in Miami Gardens. At each clinic, our staff provides a foreclosure intervention package for each participating household, consisting of third party authorization forms, an authorization sheet for NHS to pull credit, a release of information form, an options sheet that explains financial negotiation options, and a financial statement. Our clinics consist of three parts: a 15-minute quick overview on the basics of avoiding foreclosure and working with their lender, detailed instructions on filling out the forms in the package, and individual consultations for each household with one of our staff. Foreclosure prevention staff roles include:

- 1) Our on-site staff person who will gather complete file information for each case that comes from a clinic and from individuals who make contact,
- 2) Negotiators in other NHS offices who take the complete file and contact the loss mitigation departments at the lenders/servicers to negotiate on behalf of the delinquent borrower, reaching a satisfactory resolution for both parties, and
- 3) The program director who works as the gatekeeper and quality control person reviewing complete files and reviewing positive resolutions before a case is closed.

This system brings the NHS expertise to Miami Gardens and uses the strengths of each staff person, breaks up the painful process of one counselor watching a given family all the way through the foreclosure journey, moves cases much more quickly without our staff being cajoled into a social worker role, and makes it more cost effective for us to serve a large number of households in trouble. We have a capable customer tracking software (N-Step, developed by NeighborWorks® America) that allows us to track all activity and report the results of the program.

Homebuyer Training and Counseling

On-site staff of NHS shall train and counsel Miami Gardens residents in qualifying to become homebuyers. This includes clients wishing to participate in the City's Neighborhood Stabilization Program. NHS staff shall assist eligible clients to complete homebuyer training and counseling to become mortgage ready. In addition to homebuyer training and counseling, NHS lending department may prepare applications for home purchase financing for those who are mortgage ready; and NHS real estate sales department may assist clients in negotiating or preparing purchase contracts. The training and counseling services are based on a proven national system of developing homebuyers, offering all of the services and training that customers need to shop for, finance, insure, maintain, and manage a home.

Orientation seminars: These 45-minute group sessions introduce potential homebuyers to the services available to them through NHS. Clients receive an organizational overview, a Homebuyers Flowchart to Success, and a list of documents to bring to their first counseling session.

Homebuyer Education classes: In these eight-hour classes clients become educated on the often confusing process of becoming a homeowner. They learn how to repair their credit and create a monthly budget; how to choose and work with a realtor and inspector; how to navigate the process of prequalification and pre-approval; how to understand the different portions of their mortgage payment; and more. Each family receives a copy of "The Road to Home Ownership" produced by AIG United Guaranty and "Ten Secrets Every First-Time Homebuyer Should Know." Graduates of this class receive a certificate of achievement allowing them to access NHS' first-time homebuyer mortgage assistance funds, as well as grants or loans from county first time homebuyer programs, and our private lending partners.

Credit counseling & mitigation assistance: Clients receive free one-on-one credit counseling as well as debt mitigation assistance and guidance in dealing with creditors and credit bureaus.

Pre-purchase counseling: Homeownership counselors work to find the best combination of programs and products for every individual client based on income, family size, and geographical preference for purchase. They help clients receive pre-approval for mortgage loans through partner banks by reviewing bank statements, taxes, credit card bills, and other documents.

Financial Fitness classes and counseling: Clients are prepared to weather economic changes in the future and prosper when the economy is strong. The focus is on managing money, handling credit, saving money, and gaining wealth.

2. Program Services and Deliverables

Client Eligibility

Services will be provided to City residents that meet $\leq 120\%$ AMI. NHS staff shall assist clients in completing any of the paperwork needed to resolve the threat of foreclosure. It is understood that the on-site staff of NHS shall not function as an actual negotiator on behalf of residents but, instead, such negotiations may be done by staff working out of NHS main office. Occasional

foreclosure clinics may be held as needed to facilitate the gathering of client information. NHS staff will contact persons that previously received foreclosure prevention packets at the Department of Community Development to schedule one on one follow up appointments.

The NHS office at Miami Gardens City Hall will be open and staffed three days per week during normal city office hours for the duration of the contract.

NHS staff on-site in Miami Gardens will be supervised by the NHS Director of Homeownership Promotion and Preservation. The Director will be the primary NHS contact for the program with the Department of Community Development.

3. Program Performance Measurements

The Department of Community Development and NHS will mutually agree that the method of performance measurement constitutes the number of foreclosure case files prepared and negotiated and the number of homebuyer orientation sessions, homebuyer education classes, and individuals counseled.

4. Program Reports

NHS staff shall provide monthly activity reports to the City showing pertinent information on clients assisted. The report shall include, but is not limited to names and addresses of clients, dates of services, file status, and projected outcome. NHS shall provide the City with other reports as needed or requested. Reports shall be submitted by the 15th of each month for the previous month.

**CITY OF MIAMI GARDENS, FLORIDA
COMMUNITY DEVELOPMENT BLOCK GRANT
PUBLIC SERVICE PROGRAMS AGREEMENT**

THIS AGREEMENT (hereinafter the "Agreement") is entered into this 1st day of March 2009, between the City of Miami Gardens, a municipal corporation of the State of Florida (hereinafter referred to as the "CITY") and **Neighborhood Housing Services of South Florida, Inc.**, a Florida not for profit corporation (hereinafter referred to as the "SUBRECIPIENT").

FUNDING SOURCE: Community Development Block Grant Funds
AMOUNT: \$29,166
TERM OF THE AGREEMENT: March 1, 2009 through September 30, 2009
IDIS NUMBER (to be completed by the City): _____

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

ARTICLE I

EXHIBITS AND DEFINITIONS

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

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

- 1.2 DEFINED TERMS. As used herein the following terms shall mean:
- Act or 24 CFR 570 Title I of the Housing and Community Development Act of 1974, as amended.
- Agreement Records: Any and all books, records, documents, information, data, papers, letters, materials, and computerized or electronic storage data and media, whether written, printed, computerized, electronic or electrical, however collected or preserved which is or was produced, developed, maintained, completed, received or compiled by or at the direction of the SUBRECIPIENT or any subcontractor in carrying out the duties and obligations required by the terms of this Agreement, including, but not limited to, financial books and records, ledgers, drawings, maps, pamphlets, designs, electronic tapes, computer drives and diskettes or surveys.
- CDBG Program: Community Development Block Grant Program.
- CDBG Requirements: The requirements contained in 24 CFR Part 570, Rule 9I of the Florida Administrative Code and as established by the City of Miami, Florida.
- Department: The City of Miami Gardens Department of Community Development.
- Federal Award: Any federal funds received by the SUBRECIPIENT from any source during the period of time in which the SUBRECIPIENT is performing the obligations set forth in this Agreement.
- Low-and-Moderate Income Person: A member of a low- or moderate-income family whose income is within specific income levels set forth by U.S. HUD.
- U.S. HUD or HUD: The United States Department of Housing and Urban Development.

ARTICLE II
BASIC REQUIREMENTS

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

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

Local and Federally recognized Indian Tribal Governments;" OMB Circular No. A-110, Attachments "A" (Cash Depositories), "B" (Bonding and Insurance), "C" (Retention and Custodial Requirements for Records), "F" (Standards for Financial Management Systems), "H" (Monitoring and Reporting Progress Performance), "N" (Property Management Standards), and "O" (Procurement Standards); OMB Circular Nos. A-122 and A-21: "Cost Principles for Non-Profit Organizations and Cost Principles for Educational Institutions," as modified by 24 CFR Section 570.502(a)(b); "Applicability of Uniform Administrative Requirements" of the CDBG Program Regulations Final Rule and Lead Based Paint Regulations 24 CFR Part 35.

2.10 Copy of the SUBRECIPIENT'S last federal income tax return (IRS Form 990).

2.11 The following corporate documents:

- (i) Bylaws, resolutions, and incumbency certificates for the SUBRECIPIENT, certified by the SUBRECIPIENT'S Corporate Secretary, authorizing the consummation of the transactions contemplated hereby, all in a form satisfactory to the CITY.

2.12 ADA Certification.

2.13 Drug Free Certification.

2.14 All other documents reasonably required by the CITY.

ARTICLE III

TERMS AND PROCEDURES

3.1 CITY AUTHORIZATION:

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

3.2 EFFECTIVE DATE AND TERM:

This Agreement shall begin on **March 1, 2009 and end on September 30, 2009.**

3.3 OBLIGATIONS OF SUBRECIPIENT:

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

procedures, and requirements as prescribed in this Agreement, and as set forth by HUD and the CITY.

3.4 LEVEL OF SERVICE:

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

ARTICLE IV

CDBG FUNDING AND DISBURSEMENT REQUIREMENTS

4.1 COMPENSATION

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

4.2 INSURANCE:

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

4.2.1 The SUBRECIPIENT shall provide the following coverage:

- (i) Commercial General Liability in an amount not less than \$300,000.00 per occurrence, \$1,000,000.00 aggregate, protecting the CITY and the SUBRECIPIENT against liability incidental to the use of, or resulting from an accident occurring on or about, its property.

- (ii) Automobile liability for all owned vehicles and for non-owned and hired automobiles in the amount of \$300,000 combined single limit for bodily and property damage and/or split limits in the amount of \$100,000/\$300,000 for bodily injury and \$100,000 for property damage.
- (iii) Workers' compensation insurance as required by the laws of the State of Florida.

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, not to constitute allowable expenditures. Any payments made to the SUBRECIPIENT are subject to reduction for overpayments on previously submitted invoices.

4.4 RECAPTURE OF FUNDS:

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

4.5 CONTINGENCY CLAUSE:

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

ARTICLE V

AUDIT

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

5.1.1 If the SUBRECIPIENT expends \$500,000 or more of funds provided under this Agreement 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 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 unallowed; allowable costs/cost principles; eligibility; matching, level of effort, earmarking; and, reporting.

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

ARTICLE VI

RECORDS AND REPORTS

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

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

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

6.1.2 Records demonstrating that each activity undertaken meets one of the criteria set forth in 24 CFR 570.208 of the CDBG Program regulations. Where information on income by family size is required, the SUBRECIPIENT may substitute evidence establishing that the person assisted qualified under another program having income qualification criteria at least as restrictive as that used in the definitions of "low- and moderate-income person" and "low- and moderate-

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

- (i) For each activity determined to benefit low- and moderate-income persons, the income limits applied and the point in time when the benefit was determined.
- (ii) For each activity determined to benefit low- and moderate-income persons based on the area served by the activity:
 - (a) The boundaries of the service area;
 - (b) The income characteristics of families and unrelated individuals in the service area; and
 - (c) If the percent of low- and moderate-income persons in the service area is less than 51 percent, data showing that the area qualifies under the exception criteria set forth in 24 CFR 570.208(a)(1)(ii);
- (iii) For each activity determined to benefit low- and moderate-income persons because the activity involves a facility or service designed for use by a limited clientele consisting exclusively or predominantly of low- and moderate-income persons:
 - (a) Documentation establishing that the facility or service is designed for and used by 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.

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

6.2 RETENTION AND ACCESSIBILITY OF RECORDS:

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

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

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

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

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

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

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

6.3 PROVISION OF RECORDS:

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

6.3.2 If the SUBRECIPIENT receives funds from, or is under regulatory control of, other governmental agencies, and those agencies issue monitoring reports,

regulatory examinations, or other similar reports, the SUBRECIPIENT shall provide a copy of each such report and any follow-up communications and reports to the Department immediately upon such issuance, unless such disclosure would be prohibited by any such issuing agency.

6.4 MONITORING:

The SUBRECIPIENT shall permit the Department and other persons duly authorized by the Department to inspect all Agreement Records, facilities, goods, and activities of the SUBRECIPIENT which are in any way connected to the activities undertaken pursuant to the terms of this Agreement, and/or interview any clients, employees, subcontractors or assignees of the SUBRECIPIENT. Following such inspection or interviews, the Department will deliver to the SUBRECIPIENT a report of its findings. The SUBRECIPIENT will rectify all deficiencies cited by the Department within the specified period of time set forth in the report or provide the Department with a reasonable justification for not correcting the same. The Department will determine in its sole and absolute discretion whether or not the SUBRECIPIENT'S justification is acceptable.

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

6.5 RELATED PARTIES:

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

ARTICLE VII

OTHER CDBG PROGRAM REQUIREMENTS

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

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

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

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

7.5 SUBRECIPIENT shall, to the greatest possible, give low-and-moderate-income residents of the service areas opportunities for training and employment.

7.6 NON-DISCRIMINATION:

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII
PROGRAM INCOME

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

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

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

ARTICLE IX
REMEDIES, SUSPENSION, TERMINATION

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

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

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

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

9.2 SUSPENSION:

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

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

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

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

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

such action, any conditions relating to the action taken, and the necessary corrective action(s).

9.3 TERMINATION:

9.3.1 Termination Because of Lack of Funds.

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

9.3.2 Termination for Breach.

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

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

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

hereof are not intended to be, and shall not be, construed to limit the Department's right to legal or equitable remedies.

ARTICLE X

MISCELLANEOUS PROVISIONS

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

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

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

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

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

10.5 **NON-DELEGABILITY**. The obligations undertaken by the SUBRECIPIENT pursuant to this Agreement shall not be delegated or assigned to any other person or firm, in whole or in

part, without the CITY'S prior written consent which may be granted or withheld in the CITY'S sole discretion.

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

10.7 CONFLICT OF INTEREST.

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

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

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

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

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

10.9 ENTIRE AGREEMENT:

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

10.10 GENERAL CONDITIONS.

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

CITY OF MIAMI GARDENS

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

SUBRECIPIENT

Arden Shank, President
Neighborhood Housing Services of South Florida, Inc.
300 NW 12 Avenue
Miami, Florida 33128

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, 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

Neighborhood Housing Services of South Florida, Inc.
300 NW 12 Avenue
Miami, Florida 33128
a Florida not-for-profit corporation

ATTEST:

Severly Kovach 3/4/09
Corporate Secretary Date

By: Arden Shank 3-3-09
Name: Arden Shank Date
Title: President

SEAL

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

ATTEST:

Ronetta Taylor 3/4/2009
Ronetta Taylor Date
City Clerk

By: Danny O. Crew 3/5/2009
Danny O. Crew Date
City Manager

APPROVED AS TO
INSURANCE REQUIREMENTS:

Taren Kinglee 3/5/2009
Taren Kinglee, Director Date
Human Resources/Risk Management

APPROVED AS TO FORM AND
CORRECTNESS:

Sonja K. Dickens 3/5/2009
Sonja K. Dickens Date
City Attorney