

RESOLUTION No. 2009-80-1025

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 THE SWITCHBOARD OF MIAMI, INC., IN THE AMOUNT OF TWELVE THOUSAND FIVE HUNDRED DOLLARS (\$12,500.00), A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

WHEREAS, in the City of Miami Gardens' 2006 – 2011 Consolidated Plan, services for the senior population were identified as a high priority, and

WHEREAS, over 11% of the City's residents are age 65 or over, and

WHEREAS, 23% of the City's elderly population is living below the poverty level, and

WHEREAS, many of these citizens live alone or are with an elderly spouse and are coping with chronic health and/or emotional conditions, and

WHEREAS, the Switchboard of Miami, Inc., administers a County-wide Seniors Never Alone Program ("SNAP") that provides continued daily support to seniors 65 and older, and

WHEREAS, a Reassurance Specialist is assigned to these seniors to help them sustain their independence and quality of life, and

WHEREAS, among other things, the SNAP Program allows for telephone contact, coordination of emergency assistance, follow-up with social services and tracking, and

WHEREAS, the City of Miami Gardens identified the SNAP Program as being beneficial to the City's elderly population, and would like to support the efforts of the

Switchboard of Miami, Inc., by entering into a Sub-Recipient Agreement through the City's HUD funding,

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

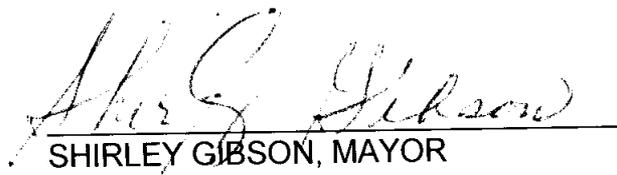
Section 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. AUTHORIZATION: The City Council of the City of Miami Gardens hereby authorize the City Manager and City Clerk to execute and attest, respectively, that certain Sub-Recipient Agreement with the Switchboard of Miami, Inc., in the amount of Twelve Thousand Five Hundred Dollars (\$12,500.00), a copy of which is attached hereto as Exhibit A.

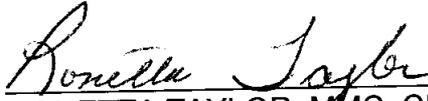
Section 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby authorized to obtain three (3) fully executed copies of the subject Agreement, with one to be maintained by the City; with one to be delivered to the Switchboard of Miami, Inc.; and with one to be directed to the Office of City Attorney.

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 APRIL 8, 2009.


SHIRLEY GIBSON, MAYOR

ATTEST:


RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, ESQ.
City Attorney

SPONSORED BY: DANNY CREW, CITY MANAGER

MOVED BY: Councilwoman Pritchett
SECONDED BY: Vice Mayor Watson

VOTE: 7-0

Mayor Shirley Gibson	<u> x </u> (Yes)	<u> </u> (No)
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:	April 8, 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 X	No
Funding Source:	<small>(Enter Fund & Dept)</small> CDBG Program Year 3		Advertising Requirement: <small>(Enter X in box)</small>		Yes 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 SWITCHBOARD OF MIAMI, INC., IN THE AMOUNT OF TWELVE THOUSAND FIVE HUNDRED DOLLARS (\$12,500.00), A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

Background

In the 2006-2011 Consolidated Plan, services for the senior population were identified as a high priority. Each year during the citizen's participation meetings held as part of the HUD Annual Action Plan, services for seniors consistently ranks as a high priority to residents. Currently, over 11% of our city's population is age 65 or over (2007 American Community Survey (ACS), US Census). Additionally, 23% of the City's elderly population is living below the poverty level (US Census, 2007 ACS). Many of these citizens are living alone or with an elderly spouse. Most are dealing with some type of chronic health and/or emotional condition. These conditions can place a hardship, not only on the senior, but also on

**ITEM J-4) CONSENT AGENDA
RESOLUTION
Switchboard of Miami Inc.**

family members that are living outside of the home and in some cases outside of the immediate community.

Current Situation

Switchboard of Miami, Inc. administers a county-wide program, Seniors Never Alone Program (SNAP) that provides continued daily support to seniors (age 65 and older) through regular phone contact to monitor their daily living conditions. Contact is made by a professionally trained Reassurance Specialist. The Reassurance Specialist provides seniors with a support system and personalized counseling to help them sustain their independence and quality of life.

Switchboard of Miami is seeking funding in the amount of \$25,000 to provide a dedicated reassurance specialist for residents of Miami Gardens. Some of the services provided through the reassurance specialist are:

- Phone contact twice weekly
- Coordination of emergency assistance
- Follow-up on other social services needs of the senior
- Tracking of missing seniors
- Coordination with medical practitioners

Additionally, seniors in the SNAP program have 24-hour access to the Switchboard's main helpline where they will be immediately identified as a client enrolled in the SNAP program.

With the growing number of elderly people in our community, the SNAP program provided by Switchboard of Miami would be of great benefit to this population. The Department of Community Development has recently encountered an increase in number of seniors requesting the in-home meals program currently provided through another agency. This increase is evidence that more seniors are living independent of family members or care takers in the home.

The SNAP program will also assist the City in identifying the gaps in the delivery of services to seniors. Additionally, through the services provided by the reassurance specialist, seniors will have access to the agency's community resource directory that contains over 3,000 service programs throughout the county. This proposed collaboration allows the City to enhance available services to its Senior population.

The SNAP program has been successful on a county-wide basis. They currently have over 800 seniors enrolled. Ages of seniors enrolled in the program ranges up to 100 years old. Reassurance specialists speak English, Spanish and Creole.

The proposed resolution requests Council approval to authorize the City Manager to enter into a sub-recipient agreement with Switchboard of Miami, Inc. in order to engage the SNAP for Senior residents of the City.

Proposed Action:

Staff recommends approval of the proposed resolution authorizing the City Manager to execute a sub-recipient agreement with Switchboard of Miami, Inc. Staff also recommends the program budget to be pro-rated through the end of the program year from the date of Council approval, estimated at \$12,500.

Attachment:

- Draft Sub-Recipient Agreement
- SNAP program narrative and proposed budget

Project Budget Summary

Period: April 09 - Sept 09 6 months (pro-rated)

NAME OF FUNDING SOURCE:	Requested Funding		Other Funding Requested or Received				Matching Funds		Total	
	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount
SALARIES:										
List Full-Time Employees										
Name		Annual Salary								
Position										
Case Manager	50%	\$ 8,000.00	0.00	0.00	0.00	0.00	0.00	0.00	50%	8,000.00
Dir. Helpline	10%	\$ -	0.00	0.00	0.00	0.00	0.00	0.00	10%	5,400.00
Program Manager	5%	\$ -	0.00	0.00	0.00	0.00	0.00	0.00	5%	2,000.00
Full-Time Total	65%	\$ 8,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.65	15,400.00
List Part - Time Employees										
Part-Time Total	0.00	\$ -	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00
TOTAL FTEs/SALARIES	65%	\$ 8,000.00	0.00	\$ 0.00	0.00	\$ 0.00	0.00	\$ 0.00	0.65	\$ 15,400.00
FRINGE BENEFITS										
Fica/Mica		Rate: 7.65%	0.00	0.00	0.00	0.00	0.00	0.00		1,178.00
W-Comp's		Rate: 1.00%	0.00	0.00	0.00	0.00	0.00	0.00		154.00
Unemploy		Rate: 1.00%	0.00	0.00	0.00	0.00	0.00	0.00		154.00
Health Ins.		Cost per Staff 327.06	0.00	0.00	0.00	0.00	0.00	0.00		0.00
Life Ins.		Cost per Staff 17.27	0.00	0.00	0.00	0.00	0.00	0.00		0.00
Retirement		Rate: 4.00%	0.00	0.00	0.00	0.00	0.00	0.00		592.00
Other		Specify & provide calculations	0.00	0.00	0.00	0.00	0.00	0.00		0.00
TOTAL FRINGE BENEFITS			\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 1,306.00		\$ 2,078.00
Areas in Blue to be completed by the Agency										
NAME OF FUNDING SOURCE:	Requested Funding		Other Funding Requested or Received				Matching Funds		Total	
	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount
OPERATING EXPENSES:										
Travel (other than clients)		Project Cost *								
Local mileage, tolls, parking		269.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	269.00
Out-of-town		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00
Travel (clients)		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00
Bus pass/tokens		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00
Field trips/Buses/Vans		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00
Meals (clients)		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00
Snacks (after school)		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00
Meals (full days)		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00
Space		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0%	0.00

Project Budget Summary

Period: April 09 - Sept 109 6 months (pro-rated)

NAME OF FUNDING SOURCE:	Requested Funding	Other Funding Requested or Received	Matching Funds	Total
City of Miami Gardens	692.00	0.00	Inkind	692.00
Lease/Rent	0.00	0.00		0%
Maintenance	0.00	0.00		0%
Electricity	0.00	0.00		0%
Communications	668.00	0.00		668.00
Supplies	0.00	0.00		0%
Office Supplies	0.00	0.00		0%
Program Supplies	0.00	0.00		0%
Printing/reproduction	0.00	0.00		0%
Shipping/Postage	0.00	0.00		0%
Non-Capital Equipment (<\$1000) (List each)	742.00	0.00		742.00
Comouter	0.00	0.00		0%
Capital Equipment (>\$1000) (List each)	0.00	0.00		0%
Professional Services (List each)	107.00	0.00		107.00
Audit	0.00	0.00		0%
Other (List each)	0.00	0.00		0.00
Liability Insurance	0.00	0.00		0.00
TOTAL OPERATING EXPENSES:	\$2,478.00	\$0.00	\$0.00	\$2,371.00
Administrative/Indirect Costs	1,250.00	0.00	0.00	1,250.00
(Can not exceed 10%)	\$12,500.00	\$0.00	\$8,706.00	\$21,206.00
TOTAL BUDGET				

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

THIS AGREEMENT (hereinafter the "Agreement") is entered into this 8th day of April, 2009, between the City of Miami Gardens, a municipal corporation of the State of Florida (hereinafter referred to as the "CITY") and **SWITCHBOARD OF MIAMI, Inc.**, a Florida not for profit corporation (hereinafter referred to as the "SUBRECIPIENT").

FUNDING SOURCE: Community Development Block Grant Funds
AMOUNT: \$12,500
TERM OF THE AGREEMENT: April 8, 2009 through September 30, 2009
IDIS NUMBER (to be completed by the City): TBD

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

ARTICLE I

EXHIBITS AND DEFINITIONS

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

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

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

Act or 24 CFR 570

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

Agreement Records:

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

CDBG Program:

Community Development Block Grant Program.

CDBG Requirements:

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

Department:

The City of Miami Gardens Department of Community Development.

Federal Award:

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

Low-and-Moderate

Income Person:

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

U.S. HUD or HUD:

The United States Department of Housing and Urban Development.

ARTICLE II
BASIC REQUIREMENTS

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

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

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

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

ARTICLE III

TERMS AND PROCEDURES

3.1 **CITY AUTHORIZATION:**

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

3.2 **EFFECTIVE DATE AND TERM:**

This Agreement shall begin on April 8, 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 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 is has not employed or retained any person employed by the CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person employed by the CITY any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of this Agreement.

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

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

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

10.7 CONFLICT OF INTEREST.

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

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

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

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

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

10.9 ENTIRE AGREEMENT:

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

10.10 GENERAL CONDITIONS.

10.10.1 All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by in person delivery

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

CITY OF MIAMI GARDENS

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

SUBRECIPIENT

Switchboard of Miami, Inc.
701 SW 27 Avenue, Suite 1000
Miami, Florida 33135

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 m

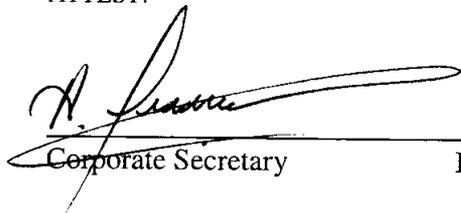
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized on the date above written.

SUBRECIPIENT

Switch Board of Miami, Inc.
701 SW 27 Avenue, Suite 1000
Miami, Florida 33135

a Florida not-for-profit corporation

ATTEST:



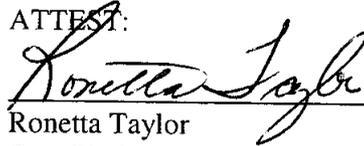
Corporate Secretary Date

By: Andy Fernandez
Name: _____ Date: 4/30/09
Title: SECRETARY

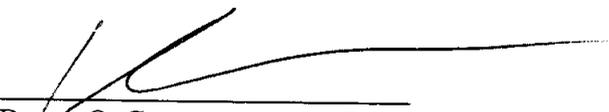
SEAL

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

ATTEST:

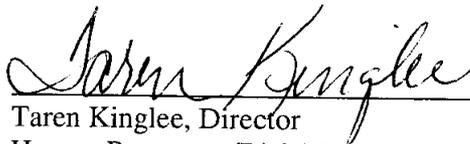


Ronetta Taylor Date
City Clerk

By: 

Danny O. Crew Date
City Manager

APPROVED AS TO
INSURANCE REQUIREMENTS:



Taren Kinglee, Director Date
Human Resources/Risk Management

APPROVED AS TO FORM AND
CORRECTNESS:



Sonja K. Dickens Date
City Attorney

EXHIBIT A

RESOLUTION

RESOLUTION NO. 2009 - 8

A RESOLUTION AUTHORIZING THE EXECUTION OF CONTRACT (S) WITH THE CITY OF MIAMI GARDENS FOR ADMINISTRATION OF A COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FOR THE CREATION OF A SNAP PROGRAM.

WHEREAS, this Board desires to accomplish the objectives as outlined in the scope of services.

NOW, THEREFORE BE IT RESOLVED BY THE CHAIRMAN AND BOARD OF DIRECTORS OF SWITCHBOARD OF MIAMI, INC.: that this Board approves one contract with the City of Miami Gardens in the amount of \$12,500 for administration of a SNAP program for elderly citizens living alone in our Community. The contract period for this program is from April 8, 2009 through September 30, 2009.

This resolution shall become effective immediately upon its adoption.

The foregoing resolution was offered by Robert Barrett, who moved its adoption. The motion was second by Steve Bailey, and upon being put to a vote was as follows.

Handwritten signatures and lines for recording the vote.

The Chairperson thereupon declared this resolution duly passed and adopted this 30th day APRIL 2009.

Handwritten signature of Arthur Noriega.

Arthur Noriega
Chair, Board of Directors
Switchboard of Miami, Inc.

Exhibit B

AGREEMENT PROGRAM NARRATIVE

SECTION I: GENERAL

Name of Organization: Switchboard of Miami, Inc.
Address: 701 S.W. 27th Avenue, Suite 1000, Miami, Florida 33135
Phone Number: (305) 358-1640 Fax Number: (305) 377-2269
Contact Person: Frank Sanabria, Director of Helpline Services
Agreement Amount: \$25,000 Agreement Period: April 1, 2009 - September 30, 2009

SECTION II: NARRATIVE

Organization's goal:

- Switchboard of Miami's goal is to maintain the *Seniors never Alone Program (SNAP)* to provide continued daily support to seniors (65 and older), including timely and continuous connection to services. Other program goals include helping identify gaps in the service delivery system and, consequently, helping create solutions to eliminate them; Additionally, the program will continue to develop strong partnerships with providers of services to the elderly population. All services will be available to eligible seniors regardless of racial, religious, or economic background.

Describe what is proposed for funding:

Switchboard proposes to maintain the *Seniors never Alone Program (SNAP)* to offer the services for the seniors, residents of the City of Miami Gardens as outlined below. To qualify for the program, seniors will need to be 65 or older, live alone and not have daily physical and emotional support of relatives or other persons within their household.

- **Phone Contact** – A part time Reassurance Specialist will establish contact with the elderly to confirm their well being (physical and mental health status). Telephone calls will be conducted during the hours of 8:00 a.m. and 5:00 p.m., Monday through Saturday in English, Spanish, and Creole. In the case where the Reassurance Specialist is not fluent in the language spoken by the caller, the client will be referred and assigned to another specialist within the program who's funded by local match. Each senior will receive a call twice a week at minimum. If contact is not accomplished on the first call, the Reassurance Specialist will conduct two additional calls for a maximum of three per day. When all attempts to reach the senior fails, staff will call upon the assistance of the emergency contacts provided at the time of enrollment to conduct a physical inspection of the household and confirm that the senior is in good status. If upon contact, the elderly person expresses the need for a specific service, the Reassurance Specialist will have access to a myriad of resources through the agency's Community Resource Directory (CRD) which includes more than 3,000 service programs located throughout the county. Referrals will be made based on the needs identified during the call. Seniors will benefit from this extensive inventory on a regular basis. Switchboard will continue to expand its network of community partners to ensure

access to services for all program participants. Formal and informal relationships are maintained with all types of human service organizations to facilitate admission. Reassurance Specialists will document daily contacts and referrals in a computerized case management record.

- **Coordination of Emergency Assistance** - Reassurance Specialists will coordinate assistance for the elderly during emergency situations, if the senior is unable to connect with a 911 operator due to physical or mental disabilities. Coordination will include communication with emergency personnel (i.e., police, rescue, 911 operators, etc.) and ensuring that the crisis situation is under control and satisfactorily addressed.
- **Follow-Up Services** – Switchboard, as part of its Quality Assurance efforts, will conduct follow-up with clients presenting a chronic need; clients experiencing a crisis/emergency situation; and/or clients who are unable to navigate the social service system on their own. In addition, the agency will conduct Quality Assurance Follow Up on 10% of the clients served through the program.
- **Tracking of Missing Seniors** - Reassurance Specialists will work with local law enforcement to identify the location of seniors when they are missing and their relatives and friends do not have information on their whereabouts. This service component will be implemented contingent upon the development of a tracking mechanism by Miami-Dade County such as a computerized bracelet that seniors will wear to facilitate police tracking of their location at any given time. Switchboard of Miami will be responsible only for the monitoring functions and coordination of this service and will not be involved in securing or developing the tracking mechanism. A client database will be used to assist in the identification of the missing senior through the assignment of a unique identifier which will be generated at the time of enrollment in the *Seniors never Alone Program (SNAP)*.
- **Coordination with Medical Practitioners** - Reassurance Specialists will coordinate with medical practitioners responsible for the health care of seniors participating in the program. Coordination will occur as necessary to monitor compliance with medical treatment and to alert physicians of any health care issues affecting the well being of their elderly patients. Medical contacts will be recorded in a computerized case management record that will be maintained for each program enrollee.
- **Access to Switchboard Helpline** – Seniors will have access to a live counselor after regular business hours by contacting (305) 358-HELP when there is a need for assistance and the Reassurance Specialists are not available. Program participants will be educated on when to contact the general Helpline vs. when is appropriate to contact the Reassurance Specialist at the telephone line(s) that will be dedicated to this program. This service will be available to seniors when they have a need for information and referral services, or are experiencing a non-emergency crisis. The Helpline is available 24/7 and is staffed by counselors who are certified in crisis management and sensitive to the provision of information and referral services to the elderly. Our counselors are professionally trained to understand the issues faced by this population. In addition, the agency's trilingual capabilities enable us to cater to segments of the elderly community that are not easily targeted by other service providers (i.e., seniors that only speak Creole).

SECTION III: PROFILE OF SERVICES

Workload measures (detailed type of service and number of clients to be served in each category of service):

Based on the organization's service experience, we project the following enrollment capacity during the six months of operation:

- During contract year 4/09-09/09, SNAP Part Time Reassurance Specialist will keep a case load of up to 50 clients, and attend all monthly City of Miami Gardens Elder Affairs Committee's.

The agency will make every effort to also identify eligible program participants from among seniors that contact Switchboard of Miami's Helpline for other type of assistance. In addition, referrals will be accepted throughout the year from community and government agencies.

SECTION IV: STATEMENT OF OBJECTIVES (objectives must be measurable, and specific. Please quantify and note timeframe for completion of each objective).

- Hire qualified staff (One Part Time Reassurance Specialist by April 1, 09). The program already consists of one Department Director, one Program Coordinator, 3 Reassurance Specialists/Case Managers, and a 50% I&R Specialist/Counselor).
- Continue volunteer program to supplement staff contribution to the project on a monthly basis.
- Continue with ongoing referral and service procedures on a monthly basis.
- Attend all monthly City of Miami Gardens Elder Affairs Committee's by 09/09.
- Serve at minimum 30 seniors within the contract period.

SECTION V: ORGANIZATIONAL SUPPORT ACTIVITIES

Outreach and Public Awareness:

Switchboard of Miami will work to educate the public on the services available through the *Seniors never Alone Program (SNAP)*. In addition, the agency will utilize its grassroots outreach component to target the elderly population. Current grassroots outreach activities include participation at community fairs, presentations at various service providers' sites, dissemination of information at churches, neighborhood service centers, hospitals, senior activity centers, law enforcement and team metro offices. Furthermore, Switchboard has long-standing relationships with TV media partners (i.e., Channel 10) and radio stations, including those targeting the Hispanic and Haitian communities. The agency is well versed in working with local newspapers (i.e., Miami Herald, Nuevo Herald, Miami Times, local community papers, etc.) in promoting new initiatives and in disseminating information on established services. Our outreach staff regularly participates in community events and is prepared to effectively promote the program by informing the elderly, their relatives, friends, and providers of what it offers. The agency will also highlight this initiative in our website, www.switchboardmiami.org, under projects managed by the Helpline Services Department. Other strategies will be formulated in collaboration with the County to ensure an effective and comprehensive public awareness campaign.

EXHIBIT C

COMPENSATION AND BUDGET SUMMARY

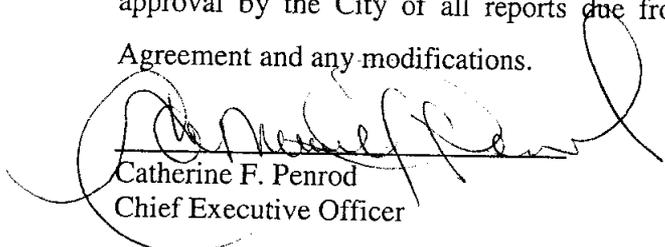
SWITCHBOARD OF MIAMI, INC.
(Seniors Never Alone Program)

- A. All payments shall be in the form of reimbursements for program services provided. Care providers will be paid according to the rates determined from their approved budget submitted to the City for their specific program. The rate determined for the funding period beginning April 8, 2009 through September 30, 2009 is as follows:

Seniors Never Alone (SNAP) Program	\$83.33	Per Senior Per Month
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The City shall pay SWITCHBOARD OF MIAMI, INC. (hereinafter referred to as the "SUBRECIPIENT,") as maximum compensation for the services required pursuant to this Agreement the sum of \$12,500.

- B. During the term hereof and for a period of three (3) years following the date of the last payment made hereunder, the City shall have the right to review and audit the time records and related records of the SUBRECIPIENT pertaining to any payments by the City.
- C. Requests for payment should be made at least on a monthly basis, by the 1st of the month. Reimbursement requests should be submitted to the City within thirty (30) calendar days after the indebtedness has been incurred on the reimbursement request form provided by the Department of Community Development.
- D. The SUBRECIPIENT must submit the final request for payment to the City within 30 calendars days following the expiration date or termination date of this Agreement on a form a provided by the Department of Community Development. If the SUBRECIPIENT fails to comply with this requirement, the SUBRECIPIENT shall forfeit all rights to payment and the City shall not honor any request submitted thereafter.
- E. Any payment due under this Agreement may be withheld pending the receipt and approval by the City of all reports due from the SUBRECIPIENT as a part of this Agreement and any modifications.


Catherine F. Penrod
Chief Executive Officer

04/21/09
Date

EXHIBIT D

CITY OF MIAMI GARDENS - DEPARTMENT OF COMMUNITY DEVELOPMENT

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid, or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(1) This undersigned shall require that the language of this certification be included in the award documents for "All" sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Switchboard of Miami, Inc.
SUB-RECIPIENT

CATHERINE F. PENROD
PRINT NAME OF CERTIFYING OFFICIAL


SIGNATURE OF CERTIFYING OFFICIAL

4/13/09
DATE

* Note: In these instances, "All" in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per QMB).

EXHIBIT E

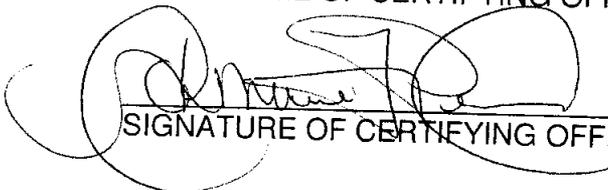
CITY OF MIAMI GARDENS - DEPARTMENT OF COMMUNITY DEVELOPMENT

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS**

1. The Sub-Recipient certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph 1.b of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall submit an explanation to the City of Miami Gardens.

Switchboard of Miami, Inc.
SUB-RECIPIENT

CATHERINE F. PENROD
PRINT NAME OF CERTIFYING OFFICIAL


SIGNATURE OF CERTIFYING OFFICIAL

4/21/09
DATE

EXHIBIT F

CITY OF MIAMI GARDENS - DEPARTMENT OF COMMUNITY DEVELOPMENT

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A).
FLORIDA STATUTES ON PUBLIC ENTITY CRIME

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____

By CATHERINE F. PENROD CEO

(print this individual's name and title)

for Switchboard of Miami, Inc.

(print name of entity submitting statements)

whose business address is 701 SW 27 Ave Ste. 1000
MIAMI FL 33135

and if applicable is Federal Employer Identification Number (FEIN) is 59-1348970

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn Statement:

2. I understand that a "public entity crime" as defined in paragraph 287.133(1)(a), Florida Statutes, mean a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a Jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in a relation to the entity submitting this sworn statement. (Please indicate which statement applies).

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. AND (Please indicate which additional statement applies).

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. However, there has been a subsequent proceeding before a Hearing Officers of the State of Florida, Division of Administrative Hearings and the Final Order by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attached is a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO, WHICHEVER PERIOD IS LONGER. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

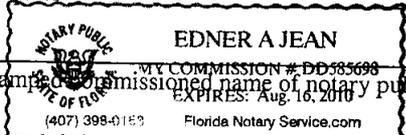

(Signature)

Sworn to me and subscribed before me this 20th day of April, 2009.

Personally known _____

Or produced identification _____ Notary Public—State of Florida


(Type of Identification) _____ My commission expires _____

(Printed, typed or stamped name of commissioned name of notary public)

 EDNER A JEAN
 MY COMMISSION # DD485698
 EXPIRES: Aug 16, 2011
 (407) 398-0153 Florida Notary Service.com