ORIGINAL

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AGREEMENT BETWEEN THE CITY OF NORTH MIAMI AND SWITCHBOARD OF MIAMI, INC.

THIS GRANT AGREEMENT ("Agreement") is entered into as of **January 1, 2015,** between the **CITY OF NORTH MIAMI,** a Florida municipal corporation, located at 776 N.E. 125 Street, North Miami, Florida ("City"), and **Switchboard of Miami, Inc,** a not-for-profit Florida corporation located at 190 N.E. 3rd Street, Miami, Fl 33132 ("Subrecipient"), (collectively the "Parties").

WITNESSETH:

WHEREAS, the City has been awarded Community Development Block Grant ("CDBG") funds by the U.S. Department of Housing and Urban Development ("HUD") to provide services benefiting very low to moderate income persons, the elderly, and the disabled or handicapped; and

WHEREAS, the Subrecipient has performed similar services, including but not limited to the Scope of Services listed below ("SERVICES"); and

WHEREAS, the City desires to engage the Subrecipient to render SERVICES.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I
SCOPE OF SERVICES

The Subrecipient shall provide community based social services to the City's low and moderate-income population pursuant to the **"Seniors Never Alone Program",** including but not limited to the following:

- **Provide approximately 30 seniors with a phone call once or twice a week in an effort to combat alienation and depression.**

ARTICLE II
CONDITION OF SERVICES

The Subrecipient agrees to the following:

a) The SERVICES shall benefit City residents.

b) The Subrecipient shall maintain records including, but not be limited to, the following:

1. Client profiles identifying household income, head of household, ethnicity, race and gender.

2. An outreach plan, which insures equitable participation by all eligible City residents.

c) The Subrecipient shall maintain a citizen participation mechanism, which will include, but not be limited to the following:

1. Logging of citizen comments or complaints when received, pertaining specifically to services provided under this Agreement.

2. Copies of comments and/or complaints received in writing referenced in 1 above, and all responses.

d) The Subrecipient shall abide by the Federal requirements of 24 CFR 570.600-612, Subpart K, Other Program Requirements, the U.S. Office of Management and Budget (OMB) Circulars A-122, Cost Principles for Non-profit Organizations, and OMB A-110, Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, as applicable, and all other federal, state and local laws and requirements.

e) The Subrecipient acknowledges and accepts the conditions set forth in the letter submitted by the City to Subrecipient, a copy of which is attached hereto as Exhibit "A" and made a part of this Agreement.

ARTICLE III
TERM OF AGREEMENT

This Agreement shall be deemed effective as of **January 1, 2015**, and shall terminate on **December 31, 2015**.

ARTICLE IV
DEFAULT

A. For purposes of this Agreement (and the documents referenced or incorporated herein), a default shall include without limitation the following acts or events of the Subrecipient, its agents and employees, as applicable and as further detailed below:

(1) Failure to (i) commence services within thirty (30) days from the date of this Agreement.

(2) Failure to provide the documentation required to make the final payment of the grant within thirty (30) days from this Agreement's expiration date.

(3) Failure to comply with applicable federal, state and local regulations and laws.

(4) Breach regarding any of the terms and conditions of this Agreement.

(5) Insolvency or bankruptcy.

(6) Failure to maintain the insurance required by the City as described in Article XIX of this Agreement.

(7) Failure to correct defects within a reasonable time as determined by the City.

B. In the event of a breach, the City may exercise any and all rights including those rights expressed in Article V.

C. Additionally, the City shall be entitled to bring any and all legal and/or equitable actions in Miami Dade County, Florida, in order to enforce the City's right and remedies against the breaching party. The City shall be entitled to recover all costs of such actions including a reasonable attorney's fee, at trial and appellate levels, to the extent allowed by law.

ARTICLE V
TERMINATION

The City and the Subrecipient agree that this Agreement may be terminated by either party upon written notice at least thirty (30) days prior to the effective date of such termination, with or without cause.

The City may also suspend or terminate payment to the Subrecipient in whole or in part for cause. Cause shall include the following:

a) Failure to comply and/or perform in accordance with this Agreement; or

b) Submission to the City of reports, which are materially incorrect or incomplete.

The City shall notify the Subrecipient in writing when payments are being suspended for cause. The notification shall include actions to be taken by the Subrecipient as a condition

precedent to the resumption of payments and a reasonable date for compliance, which shall be no more than thirty (30) days from the notification date.

It is further agreed that upon curtailment of, or regulatory constraints placed on the funds by HUD, this Agreement will terminate effective as of the time that it is determined by City such funds are no longer available.

Upon termination of the Agreement, the Subrecipient and the City shall meet to determine if any amounts are to be repaid to the City.

It is understood by and between the City and the Subrecipient that any payment made in accordance with this section to the Subrecipient shall be made only if the Subrecipient is not in breach under the terms of this Agreement. If the Subrecipient is in breach, then the City shall in no way be obligated and shall not pay any sum to the Subrecipient.

ARTICLE VI
AMENDMENTS

Any alterations, variations, modifications, waivers, or provisions of this Agreement shall only be valid when they have been reduced to writing, duly approved and signed by both parties, and attached to the original of this Agreement. This Agreement contains all the terms and conditions agreed upon by the Parties. No other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the Parties.

ARTICLE VII
METHOD OF PAYMENT

Upon execution of this Agreement, the City shall make payments to the Subrecipient for expenditures incurred under this Agreement based on actual expenditures with supportive documentation in accordance with the program budget and implementation. The maximum amount payable under this contract is **Five Thousand Three Hundred Dollars and 00/100 ($5,300.00)** and shall represent the only source of funding received from the City for the Program.

It is expressly understood and agreed that in the event of curtailment or non-availability of Federal Grant funds, this Agreement will terminate effective as of the time that it is determined by the City that funds are no longer available. In the event of such determination, the Subrecipient agrees that it will not look to nor seek to hold liable the City for the performance of this Agreement and the City shall be released from further liability under the terms of this Agreement. This shall not release Subrecipient from the provisions of Article IX.

ARTICLE VIII
CONFLICT OF INTEREST

The conflict of interest provisions of this section apply to any person who is an employee, agent, consultant, officer, elected official or appointed official of the Subrecipient.

The Subrecipient covenants that persons described in this section who exercise any functions or responsibilities under this part or who are in a position to participate in a decision making process or gain information with regard to such activities may not obtain a financial interest in any contract, subcontract or benefit from a CDBG assisted activity being provided under this Agreement, nor may have a financial interest in any contract, subcontract or agreement with respect to a CDBG assisted activity covered under this Agreement, either for themselves or those with whom they have family or business ties.

Any such interest on the part of the Subrecipient or its employees shall be disclosed in writing to the City. The Subrecipient agrees to abide and be governed by the conflict of interest requirements applicable to or promulgated by H.U.D. or the City, which are incorporated by reference.

ARTICLE IX
INDEMNIFICATION

The Subrecipient shall defend, indemnify and hold harmless the City, its officers, employees and agents, against any claims, suits, actions, damages, proceedings, liabilities and costs (including attorney's fees) arising from or in connection with this Agreement or any contracts the Subrecipient may enter into with third parties pursuant to this Agreement. The Subrecipient shall pay all claims and losses of any nature, and shall defend all suits, on behalf of the City, its officers, employees or agents when applicable and shall pay all costs and judgments which may issue.

ARTICLE X
QUARTERLY REPORTS

The Subrecipient shall provide quarterly reports (an original and two copies) as required by the City, which shall be **due 15 days after the reporting period**. These shall include:

I. Client profile form;

II. A comparison of actual accomplishments with the goals and objectives established for the period (if applicable, use cost data for computation of unit costs);

III. Reasons for unmet goals;

IV. Analysis and Explanation of cost overruns or high unit costs.

The reports for the final contractual quarter of this Agreement shall contain a final evaluation that includes the cumulative totals and other statistical findings (such as the number of dollars spent to render actual services to each client, and the program's overall effectiveness) and shall be due no more than 30 days following this Agreement's expiration.

Other reporting requirements may be required by the City in the event of program changes and/or legislative amendments. The Subrecipient shall be informed, in writing, if any changes become necessary. The Sub-Recipient understands and agrees that this Agreement is subject to termination for failure to comply with reporting deadlines.

ARTICLE XI
AUDIT AND INSPECTIONS

At any time during normal business hours and as often as the City and/or the comptroller of HUD may deem necessary, there shall be made available to the City and/or representatives of the federal agency, the right to audit and examine all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Agreement. It is further understood that all records and supporting documents pertaining to this Agreement shall be kept for a minimum period of three (3) years from the date of expiration of this Agreement and shall be to the extent required by law, public records available for inspection and copying. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three year period, the records must be retained until completion of the action and resolution of all issues which arise. If during the course of an audit, the City determines that any payments made to the Subrecipient do not constitute an allowable expenditure, the City will have the right to deduct or reduce those amounts from their related invoices. The Subrecipient must maintain records necessary to document compliance with the provisions of the Agreement.

Nonprofit organizations that expend $500,000 or more annually in federal awards shall have a single or program specific audit conducted in accordance with OMB A-133. Nonprofit organizations expending federal awards of $500,000 or more under federal programs may elect to have a program-specific audit performed, in accordance with OMB A-133.

Nonprofit organizations that expend less than $500,000 annually in federal awards shall be exempt from an audit conducted in accordance with OMB A-133, although their records must be made available for review (e.g. inspections, evaluations). These organizations are required by the City to submit "reduced scope" audits to (e.g. financial audits, performance audits). They may choose instead of a reduced scope audit to have a program audit conducted for each federal award in accordance with federal laws and regulations governing the programs in which they participate. Records must be available for review or audit by appropriate officials of federal and city agencies. A copy of the audit report in duplicate must be received by the City no later than six months following the end of organization's fiscal year.

ARTICLE XII
ADDITIONAL CONDITIONS AND COMPENSATION

It is expressly understood and agreed by the Parties that the funds contemplated by this Agreement originated from federal CDBG Grant funds and funding is contingent upon approval and funding by HUD.

ARTICLE XIII
NOTICES

It is understood and agreed between the Parties that all notices which may arise in connection with this Agreement shall be considered sufficient when made in writing and mailed or delivered to the appropriate address:

If to the City:	City of North Miami 776 N.E. 125th Street North Miami, FL 33161 Attn: City Manager
With Copies to:	City of North Miami 776 N.E. 125th Street North Miami, FL 33161 Attn: City Attorney
	City of North Miami 776 N.E. 125th Street North Miami, FL 33161 Attn: Director of Community Planning & Development
Subrecipient:	Switchboard of Miami, Inc. Attn: Catherine F. Penrod 190 N.E. 3rd Street Miami, FL 33132

or to such other address as may be designated in writing.

ARTICLE XIV
SUBCONTRACTS

The Subrecipient agrees that no assignment or subcontract will be made in connection with this Agreement.

ARTICLE XV
ACCESS TO RECORDS

The Subrecipient, as outlined in Article XI of this Agreement, shall allow access during normal business hours to all financial records to authorized Federal, State or City representatives and agrees to provide such assistance as may be necessary to facilitate financial audit by any of these representatives when deemed necessary by the City to insure compliance with applicable accounting and financial standards. The Subrecipient shall allow access during normal business hours to all other records, forms, files, and documents which have been generated in performance of this Agreement, to those personnel as may be designated by the City.

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a) Records providing a full description of each activity undertaken;
b) Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c) Records required to determine the eligibility of activities

ARTICLE XVI
PERFORMANCE REVIEW

The City may conduct a formal quarterly review of the Subrecipient's compliance with the terms of this Agreement. A report of their findings will be made available to the Subrecipient within thirty (30) days of the completion of the review.

ARTICLE XVII
SEVERABILITY OF PROVISIONS

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected if such remainder would then continue to conform to the terms and requirements of applicable law.

ARTICLE XVIII
PROGRAM INCOME

The Subrecipient agrees that any program income received shall be prorated to the percentage of the City's participation and shall be used for eligible activities under the program. For those activities undertaken with program income, all of the provisions of this Agreement shall apply. It is further understood that upon expiration of this Agreement, the Subrecipient shall transfer to the City any funds on hand under the program and any accounts receivable attributable to the use of these funds consistent with Article V.

The Subrecipient shall submit quarterly reports to City on the program income received and proper documentation of the disbursement of these funds.

ARTICLE XIX
INSURANCE

The Subrecipient shall maintain during the term of this Agreement, the insurance specified below:

a) Workmen's Compensation Insurance as required by Chapter 440, Florida Statutes.

b) Comprehensive General Liability Insurance in an amount not less than $500,000 combined single limit for bodily injury and property damage. The policy shall be endorsed to include the City and its officers, agents and employees as additional insureds, with all necessary endorsements showing the City as a first party insured.

c) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than $500,000 combined single limit for bodily injury and property damage.

The Comprehensive General Liability Insurance coverage as required in paragraph (b) above shall include those classifications, as listed in Standard Liability Insurance Manuals, which are applicable to the operations of the Subrecipient in the performance of this Agreement.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida and executed by duly licensed agents upon whom service of process may be made in Miami Dade County, Florida. All policies shall have a general policy holders rating of "A" or better and a financial rating no less than "X" as reported by Best's Key Rating Guide, published by A. M. Best company, latest edition.

Compliance with the foregoing requirements shall not relieve the Subrecipient of its liability and obligations under this section or any other section of this Agreement.

ARTICLE XX
CIVIL RIGHTS

The Subrecipient agrees to abide and be governed by Title VI and VII, Civil Rights Act of 1964 (42 USC 2000 D & E) and Title VIII of the Civil Rights Act of 1968, as amended, which provides in part that there will not be discrimination of race, color, sexual orientation, religion, handicap or national origin in performance of this Agreement, in regard to persons served, or in regard to employees or applicants for employment. It is expressly understood that upon receipt of evidence of such discrimination, the City shall have the right to terminate this Agreement.

The Subrecipient also agrees to abide and be governed by the Age Discrimination Act of 1975, as amended, 42 USC, which provides in part that there shall be no discrimination against persons in any area of employment because of age.

ARTICLE XXI
PATENT AND COPYRIGHTS

The Subrecipient agrees that HUD and the City retain patent rights and copyrights on any project, which involves research, development, experimental, or demonstration work.

ARTICLE XXII
PROJECT PUBLICITY

The Subrecipient agrees that any news release or other type of publicity pertaining to the Program must recognize the City as the recipient funded by HUD as the entity, which provided funds for the project.

ARTICLE XXIII
LIMITATION OF LIABILITY

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of this Agreement, so that its liability never exceeds the agreed sum of **Five Thousand Three Hundred Dollars and 00/100 ($5,300.00)**. Subrecipient expresses its willingness to enter into this Agreement with Subrecipient recovery from the City for any action or claim arising from this Agreement to be limited to **Five Thousand Three Hundred Dollars and 00/100 ($5,300.00)**.

Accordingly, and notwithstanding any other term or condition of this Agreement, the Subrecipient hereby agrees that the City shall not be liable to the Subrecipient for damages in an amount in excess of **Five Thousand Three Hundred Dollars and 00/100 ($5,300.00)** for any action or claim of the Subrecipient or any third party arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

The Subrecipient shall indemnify and save the City harmless from any and all claims, liability, losses and causes of actions arising out of any act, error or omission of the Subrecipient's professional services under this Agreement; and to the extent of any such claim, liability, loss or cause of action, the Subrecipient shall pay all such claims and losses and costs and judgments which may issue thereon, as well as any attorney's fee incurred. Changes in the Basic Services and entitlement to additional compensation or a change in duration of this Agreement shall be made by a written Amendment to this Agreement executed by the City and the Subrecipient. The Subrecipient shall proceed to perform the Services required by the Amendment only after receiving a fully executed Amendment from the City.

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ARTICLE XXIV
VENUE, APPLICABLE LAW

This Agreement shall be governed by the laws of Florida, and any action shall be brought in Miami-Dade County, Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective proper officers duly authorized the day and year first above written.

ATTEST:

Corporate Secretary

SUBRECIPIENT:

By: _____
President Chair of Board

By: _____
Executive Director President + CEO

ATTEST:

Michael A. Etienne, Esq- City Clerk

CITY OF NORTH MIAMI

By: _____
Aleem A. Ghany, City Manager

Approved as to form:

Regine M. Monestime, Esq- City Attorney