

INTER-DEPARTMENTAL AGREEMENT FOR USE OF CDBG FUNDS

THIS INTER-DEPARTMENTAL AGREEMENT FOR USE OF CDBG FUNDS (“**Agreement**”) by and between the CITY OF NORTH MIAMI HOUSING DEPARTMENT, a division of the City of North Miami (“**Grantee Department**”) and the Parks & Recreation Department, a division of the City of North Miami (“**Recipient Department**”) is made and entered into as of 6/15/2015. Grantee Department and Recipient Department are sometimes individually referred to as “**Party**” and collectively as “**Parties.**”

RECITALS

A. The City of North Miami (“**City**”), through the Grantee Department, has received Community Development Block Grant funds (“**CDBG**”) from the United States Department of Housing and Urban Development (“**HUD**”) under Title I of the Housing and Community Development Act of 1974, as amended, to be used to provide services in accordance with Part 570 of Title 24 of the Code of Federal Regulations (“**CFR**”).

B. 24 CFR 570.501(a) permits the chief executive officer of a grantee agency to designate an existing public agency to undertake activities assisted with CDBG funds subject to the same requirements as are applicable to sub-recipients.

C. The City Manager, as the chief executive officer of the City, and Grantee Department wish to engage Recipient Department to provide services in accordance with Part 570 of Title 24 of the Code of Federal Regulations.

NOW, THEREFORE, Grantee Department and Recipient Department agree as follows:

1. Purpose.

The purpose of this Agreement is to set forth the common understandings and cooperative relationships between the Parties that relate to the implementation and administration of the Program and the expenditure of CDBG funds.

2. Scope of Services.

a. Recipient Department shall provide the services set forth in **Exhibit A** (the “**Program**”) **Exhibit A** is attached hereto and incorporated herein by this reference.

b. Recipient Department shall oversee the implementation and administration of the Program, including hiring and supervising contractors, supervising and monitoring the Program, advertising the Program to the public and providing supplies for the Program.

3. Performance.

a. In performing the Program, Recipient Department shall comply with all applicable Federal, State and local laws and regulations, including Title 24 CFR Part 570.

b. Recipient Department shall carry out each activity of the Program in compliance with all Federal laws and regulations described in subpart K of 24 CFR Part 570 and shall work with Grantee Department to carry out the City’s environmental responsibilities and the City’s responsibility for initiating any necessary environmental review process under 24 CFR Part 52.

c. Recipient Department shall comply with those regulations described in 24 CFR 570.200(j) that relate to the use of CDBG funds for inherently religious activities and that prohibit, in carrying out Program activities, the discrimination against a Program beneficiary or prospective Program beneficiary on the basis of religion or religious belief.

d. Grantee Department shall monitor the Program and notify Recipient Department of any substandard performance. Recipient Department shall endeavor to correct the substandard performance as and within the time required by Grantee Department and work with Grantee Department to address any deficiencies.

e. Recipient Department shall perform the Program within the term of the Agreement as set forth in Section 4.

4. Term of Agreement.

a. This Agreement shall begin on June 15, 2015 and shall expire on September 15, 2015.

b. Notwithstanding the expiration of the Agreement, Recipient Department shall remain subject thereto as long as Recipient Department remains in control of CDBG funds, Program income, or assets obtained with such funds or income, and the close-out period has not ended. During the close-out period, Recipient Department shall make final payments, dispose of Program assets (including returning to Grantee Department unused materials and equipment and allocating or transferring Program income or CDBG funds to the City of North Miami Community Development Block Grant Fund), and determine the custodianship of records.

5. Suspension and Termination.

a. In accordance with 24 CFR 85.43, Grantee Department may suspend or terminate this Agreement if Recipient Department materially fails to comply with any term of this Agreement or the grant award.

b. In accordance with 24 CFR 85.44, Grantee Department may terminate this Agreement or grant award for convenience.

6. Compensation.

a. Pursuant to current City policy, Recipient Department shall only seek an allocation or transfer of an amount not to exceed **\$ 30,000.00** from the City of North Miami Community Development Block Grant Fund for Program services provided under this Agreement and for reimbursement of costs and expenses that Recipient Department necessarily incurs for the Program and that are eligible for reimbursement under applicable regulations.

b. Recipient Department shall comply with the accounting principles and procedures contained in OMB Circular A-110, Attachment F, implement adequate controls, and maintain source documentation for all costs incurred.

7. Uniform Administrative Requirements.

Recipient Department shall comply with the requirements and standards of the OMB circulars and CDBG provisions set out in subsection (a) of 24 CFR 570.502.

8. Records.

a. Recipient Department shall maintain all records required by 24 CFR 570.506 that are pertinent to the Program. Such records include, but are not limited to:

i. Records fully describing each activity undertaken.

ii. Records demonstrating that each activity undertaken meets one of the national objectives of the CDBG program.

iii. Records required to determine the eligibility of activities.

iv. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG funds.

v. Records documenting compliance with the fair housing and equal employment components of the CDBG program.

vi. Financial records required by 24 CFR 570.502 and OMB Circular A-110.

vii. Records documenting compliance with 24 CFR Part 570, Subpart K.

b. Recipient Department shall retain all records pertinent to expenditures made under this Agreement for three (3) years after the termination of all activities funded by this Agreement, or after the resolution of Federal audit findings, whichever occurs later. Recipient Department shall retain records of nonexpendable property acquired with CDBG funds for three (3) years after the final disposition of such property. Recipient Department shall retain records for any displaced person for three (3) years after such person has received final payment.

c. Recipient Department shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, the client's name, address, income level or other basis for determining eligibility, and a description of the services provided to the client. Recipient Department shall maintain the confidentiality of client data and shall not disclose client data, except as required by law or as required by the administration of Grantee Department and Recipient Department's duties under this Agreement.

d. At any time during normal business hours, Recipient Department shall make its records pertaining to this Agreement available to Grantee Department, the State of Florida, the Federal government, the Comptroller General of the United States, or any of their duly authorized representatives,

as often as such agencies deem necessary, to audit, examine, copy, excerpt or transcribe. Within thirty (30) days of Recipient Department's receipt of an audit report that notes deficiencies in such records, Recipient Department shall fully correct such deficiencies. Failure to do so will constitute a violation of this Agreement and may result in Grantee Department requesting that the City of North Miami Chief Financial Officer withhold future allocations or transfers until such deficiencies are corrected.

e. Recipient Department shall work with Grantee Department to conduct an annual audit that complies with Grantee Department's policies concerning sub-recipient audits.

9. Program Income; Reversion of Assets; Indirect Costs.

a. Recipient Department shall report to Grantee Department all Program income, as defined in 24 CFR 570.500(a), generated by Program activities carried out with CDBG funds. Recipient Department may retain and use Program income in accordance with 24 CFR 570.504. Recipient Department shall use Program income during the term of the Agreement for activities permitted by the Agreement, and allocations or transfers of grant funds to Recipient Department under this Agreement shall be adjusted according to the principles described in paragraphs (b)(2)(i) and (ii) of 24 CFR 570.504. All of the provisions of this Agreement shall apply to activities for which Recipient Department uses Program income.

b. At the end of the term of this Agreement, Recipient Department shall allocate or transfer to the City of North Miami Community Development Block Grant Fund in accordance with 24 CFR 570.503(b)(3) any Program income (including investments thereof) held by Recipient Department or received by Recipient Department after such date, except as needed for Recipient Department's immediate needs, cash balances of a revolving loan fund, cash balances from a lump sum drawdown, or cash or investments held for Section 108 loan guarantee security needs. Recipient Department shall also transfer to the City of Oxnard Community Development Block Grant Fund any CDBG funds on hand and any accounts receivable attributable to the use of CDBG funds.

c. Before requesting reimbursement or an allocation or transfer for indirect costs, Recipient Department shall adopt and obtain Grantee Department's approval of an indirect cost allocation plan for determining the share of such costs to be allocated or transferred.

10. Real and Personal Property.

a. Recipient Department shall procure personal property in accordance with OMB Circular A-100, Attachment O, and shall dispose of such personal property in accordance with OMB Circular A-100, Attachment N.

b. Recipient Department shall comply with City of North Miami policies concerning the purchase of personal property and shall maintain an inventory record of all nonexpendable personal property, as defined by such policy, that Recipient Department procures with CDBG funds.

c. At the end of the term of this Agreement, all personal property procured by Recipient Department with CDBG funds shall become the property of the City of North Miami but controlled by Grantee Department.

i. The real property shall be used to meet one of the national objectives set out in 24 CFR 570.208 until five (5) years after expiration of this Agreement, or for such longer period of time as Grantee Department determines to be appropriate; or

ii. Recipient Department shall cause the allocation or transfer to the City of City of North Miami Community Development Block Grant Fund an amount equal to the current market value of the real property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the real property; provided, however, that such

allocation or transfer shall not be required after the period of time specified in paragraph (b)(7)(i) of 24 CFR 570.503.

11. Reports.

Recipient Department shall submit to Grantee Department semi-annual reports concerning the Program in the form and with the content specified by Grantee Department.

12. CDBG Program Recognition.

When publishing materials that concern this Agreement, Recipient Department shall ensure recognition of the CDBG program by including a reference to CDBG funds.

13. Conflict of Interest.

Recipient Department shall comply with 24 CFR 570.611 with respect to conflicts of interest, and covenants that no Recipient Department employee, agent, consultant or officer who exercises or has exercised any functions or responsibilities with respect to CDBG activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract, or agreement with respect to a CDBG-assisted activity, or with respect to the proceeds of the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

14. Equal Employment Opportunity.

a. Recipient Department agrees that all persons employed by Recipient Department shall be treated equally by Recipient Department without regard to or because of race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law, and in compliance with all anti-discrimination laws of the United States of America, the State of Florida, and City of North Miami.

b. Recipient Department and any other party with whom the City of North Miami contracts through Recipient Department for the performance of this Agreement shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

c. Recipient Department shall state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, disability, sex, marital status, age, or any other status protected by law.

16. Contracting.

a. Recipient Department shall consult and collaborate with Grantee Department on any contract funded in whole or in part with CDBG funds. Recipient Department shall ensure that all City of North Miami contracts funded whole or in part with CDBG funds are awarded after fair and open competition.

b. Recipient Department shall regularly monitor City of North Miami contracts funded in whole or in part with CDBG funds to ensure compliance with this Agreement. Recipient Department shall provide Grantee Department with reports, in the frequency and form that Grantee Department requires, of the results of such monitoring, supported by documentation of Recipient Department's action to correct the compliance of any third party that contracts with the City of North Miami through Recipient Department and whose compensation is funded in whole or in part with CDBG funds.

c. Recipient Department shall include in any City of North Miami contract funded in whole or in part with CDBG funds the provisions of this Agreement that impose obligations and duties on Recipient Department, and shall require any third party contracts funded in whole or in part with CDBG funds to require that the party comply therewith.

d. Recipient Department shall provide Grantee Department with all contracts funded in whole or in part with CDBG funds along with documentation of the award process.

17. Amendment.

The terms and conditions of this Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed to in writing by the duly authorized representatives of both Grantee Department and Recipient Department.

18. Entire Agreement.

This Agreement constitutes the entire agreement of the Parties regarding the subject matter described herein and supersedes all prior communications, agreements, and promises, either oral or written.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

GRANTEE DEPARTMENT
CITY OF NORTH MIAMI HOUSING
DEPARTMENT RECIPIENT DEPARTMENT



Tanya Wilson- Sejour, A.I.C.P, Planning Manager

RECIPIENT DEPARTMENT
PARKS & RECREATION DEPARTMENT



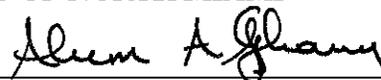
Derrick Corker, Parks & Recreation
Director

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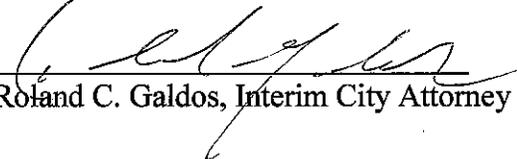


Michael Etienne, Esq, City Clerk

CITY OF NORTH MIAMI

By: 
Aleem A. Ghany, City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



Roland C. Galdos, Interim City Attorney

**EXHIBIT A
SCOPE OF SERVICES**

Recipient Department agrees to provide labor and materials for newly installed bathroom:

1) DEMO WALL TILE

Removal of existing wall Tile.

2) DEMO FLOOR TILE

Removal of existing floor Tile.

3) DEMOLITION OF FIXTURES

Removal and Replace existing restroom fixtures as needed (partitions, mirrors, lavatories, toilets, lighting, etc.)

4) FLOOR TILE

Install 1,150 sq feet of floor tile (color and pattern to be selected by customer) installation only.

5) WALL TILE

Install 1,770 sq feet of wall tile (color and pattern to be selected by customer)

ITEMS

**1-1/2x1-1/2 CP Bras S/J
Nut Anchor wax ring
1 PR Johni-Bolt
#6 Wax Urinal Gasket
1 1/2x3 1/2 split pipe support
H-533 as 1 Sweat ADPT Kit
H-710-A 3/4 CP SD Stop
H-536-AS 3/4 Sweat Kit
H-710-A 1 CP Bell Escutcheon
5/8 OD STL Flat Escutcheon
3/8x 12 Flex W/C CONN
1/2 SWT x 3/8 CMPR ANG Valve
1 1/4 CP Grid Drain PO Plug
1 1/2x12 PC 20 GA FLGD TLPC
1 1/2 17GA P-Trap PC
BLK OFLC HD S/S HGE Seat
111xl Regal 16 W/C Flush VLV
180-1 XI Regal URNL F/V 10 GPF
PSH Self- Close Metering Lav
Lucerne 20x18 1H WHT LAV W/Handle
Washbrook Urinal T/S WHT Univ
COO Apw -GP W 232
4FT 2LP Wrap T8 Elec Uni Ballast**

ITEMS

Fix Tilt Mirror

A-14"x 20" Mirror

42" Straight grab bar

Surface Mount Napkin Disposal

Muti-rolls Tissue Dispenser

P12-Kaleido Gricio Roc 12x24 (Bathroom Floors)

P24-Dolosg- Double Loading – (Bathroom Walls)

GTS Sanded Mortar White 50lb

#19 Pewter 10lb Nonsand Grout

Acrylpro Tile Adhesive 3.5 gal

#19 Pewter Sanded Grout 25 lb