

**AMENDMENT TO 2024-2025 SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF NORTH MIAMI AND HAYNES
HARBOUR GROUP, INC.**

THIS AMENDMENT, entered into on _____, by and between **THE CITY OF NORTH MIAMI**, a Florida municipal corporation (hereinafter referred to as the “CITY”), with its office located at 776 Northeast 125th Street, North Miami Florida 33161 and **HAYNES HARBOUR GROUP, INC.**, (hereinafter referred to as “SUBRECIPIENT”), located at 3585 NE 207 Street, Suite 741, Aventura, FL 33180 (collectively the “Parties”).

RECITALS

WHEREAS, the Parties desire to amend the original agreement which was entered into on November 14, 2024 for a grant under the City’s Community Development Block Grant (“CDBG”) Program; and

WHEREAS, City Staff has recommended an increase in grant funding; and

WHEREAS, the Parties are desirous of amending the Agreement to provide for additional grant funds.

NOW THEREFORE, in consideration of the mutual terms and conditions set forth below, the Parties agree as follows:

1. Section IV. PAYMENT is hereby amended. It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed ~~Fourteen Thousand Dollars and 00/100 Cents (\$14,000.00)~~ Sixteen Thousand Dollars and 00/100 Cents (\$16,000.00) and shall represent the only source of funding received from the City for the Program.
2. All other terms and conditions of the original agreement, including compensation, shall remain in full force and effect.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their respective and duly authorized representatives effective as of the date first written above:

ATTEST:

By:

Witness or Corporate Secretary

Date

Haynes Harbour Inc., a Florida not for profit corporation, "**Subrecipient**":

By:

President / CEO

Date

By:

Executive Director

Date

ATTEST:

By:

Vanessa Joseph, Esq.
City Clerk

Date

City of North Miami, a Florida municipal corporation, "**City**":

By:

Anna-Bo Emmanuel, Esq., FRA-RA
Interim City Manager

Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:

Jeff P. H. Cazeau, Esq.
City Attorney

Date

**2024 -2025 SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF NORTH MIAMI AS GRANTEE UNDER THE COMMUNITY
DEVELOPMENT BLOCK GRANT PROGRAM AND HAYNES HARBOUR GROUP, INC.**

THIS AGREEMENT (“Agreement”), entered into this _____ by and between the **City of North Miami**, a Florida municipal corporation, located at 776 NE 125 Street, North Miami, Florida (hereinafter referred to as the “City”), and **Haynes Harbour Group, Inc.**, a Florida not-for-profit corporation, located at 3585 NE 207 Street, Suite 741, Aventura, FL 33180 (hereinafter referred to as “Subrecipient”). City and Subrecipient are hereinafter collectively referred to as “Parties” and separately as “Party.”

WITNESSETH:

WHEREAS, the City has applied for and received Community Development Block Grant (“CDBG”) funds, identified more specifically B-25-MC-12-0039 from the United States Department of Housing and Urban Development (“HUD”) as an entitlement jurisdiction pursuant to the provisions of Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended; 42 U.S.C. 5301 et seq.; and

WHEREAS, Regulations of HUD, 24 CFR Part 570, and especially §570.204, §570.503 provide for the City to make grant funds available to Subrecipients for the purpose of implementing specific eligible activities; and

WHEREAS, the City desires to make Community Development Block Grant (“CDBG”) Funds available to the Subrecipient, in accordance with all regulations contained in 24 CFR Part 570 for the purpose of providing public services benefiting low- and moderate-income persons, the elderly, and the disabled or handicapped; and

WHEREAS, the Subrecipient is chartered as a not-for-profit corporation under the laws of the State of Florida, in accordance with Chapter 617 of the Florida Statutes and in accordance with Section 501(c)(3) of the Internal Revenue Code.

NOW, THEREFORE, the City and the Subrecipient, for and in consideration of the sum to be paid by the City, in the manner and at the time provided in this Agreement, and for other covenants and agreements contained in this Agreement, do hereby agree as follows:

I. SCOPE OF SERVICES

A. Activities

The Subrecipient will be responsible for administering a CDBG Public Services grant for Program Year 2025 - Environmental Science Education & Therapeutic Exploration- in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds.

Such program will include the following activities eligible under the Community Development Block Grant program:

S+E+A: Science+Equine+Agriculture® activity includes science, equine, and agricultural education and activities to promote academic, physical, mental health, and emotional growth in persons with a myriad of afflictions from anxiety and depression to dementia, post-traumatic stress disorder (PTSD), complex trauma, sexual victimization, and risky behaviors, etc.

In support of activities noted above, the Subrecipient agrees to provide community-based social services benefiting low- and moderate-income population as described in Exhibit A, attached, which is incorporated in this Agreement by this reference, as if fully set forth.

B. National Objectives

All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208.

The Subrecipient certifies that the activities carried out under this Agreement will meet the National Objective of benefiting low- and moderate-income persons.

C. Levels of Accomplishment – Goals and Performance Measures

The Subrecipient agrees to carry out activities set forth in this Agreement in accordance with the goals and performance measures set forth in the Application.

D. Performance Monitoring

The City will monitor the performance of the Subrecipient against goals and performance standards as stated above and in the Subrecipient's grant application. Substandard performance as determined by the City will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the City, contract suspension or termination procedures will be initiated. The Subrecipient further agrees to comply with 2 CFR 200.328, 24 CFR 570.507, and 24 CFR 570.509.

Funding is subject to performance by the Subrecipient. If a reasonable effort, as determined by the City, has not been made to spend funds in a timely manner, the City has the authority to terminate funding.

The City will monitor expenditures under this grant on a quarterly basis. On-site monitoring visits will be scheduled not less than yearly for all new subrecipient agencies and for those agencies that have received a finding from prior year monitoring visits. All other agencies will be monitored on-site based on their computed level of risk. A desk monitoring may be conducted in lieu of an onsite monitoring visit.

The City will provide monitoring dates to Subrecipient. All records for the specific years being monitored and appropriate staff should be available during this visit. If all records are not made available to the City on the agreed upon monitoring date, Subrecipient will be noncompliant, and payment will be withheld until the issues have been resolved.

Noncompliance will be considered when applications are reviewed for funding during future application cycles. Subrecipients in noncompliance have up to 30 days to resolve monitoring issues. A formal letter with a written action plan to correct any noncompliance issues must be mailed return receipt to the City of North Miami Housing and Social Services Department.

II. TERM OF AGREEMENT

Services of the Subrecipient shall begin on **October 1, 2024**, and end on **September 30, 2025**. The term of this Agreement and the provisions herein shall be extended to cover any additional time during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

III. BUDGET

A detailed budget is attached as Exhibit B.

Any indirect costs charged must be consistent with the conditions of Paragraph VII, C, 2 of this Agreement. In addition, the City may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the City. Any amendments to the budget must be agreed upon and approved in writing by both the City and the Subrecipient before the start of the second quarter reporting period.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed **Fourteen Thousand Dollars and 00/100 Cents (\$14,000.00)** and shall represent the only source of funding received from the City for the Program. Drawdowns for the payment of eligible expenses shall be made against the line-item budgets specified in Paragraph III herein and in accordance with performance.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR 200. 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.

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 Hold Harmless provisions of this Agreement.

V. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery, or sent by facsimile, or email. Any notice delivered or sent as aforesaid shall be effective on the date of receipt. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below unless otherwise modified by subsequent written notice.

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee:

City of North Miami
Attn: Alberte Bazile, MBA
Housing & Social Services Director
776 NE 125 Street
North Miami, Florida 33161
Phone: 305-895-9895
Email: cbos@northmiamifl.gov

Subrecipient:

Haynes Harbour Inc.
ATTN: Dr. Shantell Haynes Cruz Leon
1725 NE 135 Street, North Miami, FL 33161
North Miami, FL 33161
Phone: (786)8019-1099
Email: drhaynes@haynesharbour.com

With Copies to:

City of North Miami
Attn: Anna-Bo Emmanuel
Interim City Manager
776 NE 125 Street
North Miami, Florida 33161

City of North Miami
Attn: Jeff P. H. Cazeau, City Attorney
776 NE 125 Street
North Miami, Florida 33161

VI. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including Subpart K of these regulations,

except that the Subrecipient does not assume the recipient's environmental responsibility for initiating the review process under the provisions of 24 CFR 52.

The Subrecipient also agrees to comply with all other applicable Federal, state, and local laws, regulations, and policies governing the funds provided under this Agreement. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance, and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend, and indemnify the City from any and all claims, actions, suits, charges, and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

The Subrecipient shall not, without prior written permission of the City specifically authorizing them to do so, represent or hold themselves out to others as an agent of or on behalf of the City. The Subrecipient will save and hold harmless the City against liability resulting from any act, or omission by the subrecipient, its agents, servants, or employees related to services furnished by the subrecipient under this Agreement.

D. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

E. Insurance and Bonding

The Subrecipient shall carry and maintain sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the City.

The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR 200, Bonding and Insurance. During the term of this Agreement, the Subrecipient shall carry and maintain:

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

2. 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, its officers, agents, and employees as additional insureds, with all necessary endorsements showing the City as a first-party insured.
 - a. The Comprehensive General Liability Insurance coverage 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.
3. 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.

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 Policyholders Rating" of "A" or better and a "Financial Rating" of not less than Class "X" as reported by AM Best's Credit Ratings Guide's 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.

F. Grantee Recognition

The Subrecipient shall insure recognition of the role of the City in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The City or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are executed in writing, and duly approved and signed by an authorized representative of both parties. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Subrecipient from its obligations under this Agreement.

The City may, in its discretion, amend this Agreement to conform with Federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both City and Subrecipient.

H. Suspension and Termination

In accordance with 2 CFR 200, the City may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations, or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies, or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the City reports that are incorrect or incomplete in any material respect.

In accordance with 2 CFR 200, this Agreement may also be terminated for convenience by either the City or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City may terminate the award in its entirety.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR 200 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 2 CFR 200 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;
- d. Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 2 CFR 200; and
- g. Monthly report indicating current financial status of project activities including budgeted, obligated, and expended funds, both recipient and Subrecipient generated; and
- h. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the City's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to City monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this contract, is prohibited by the Florida Statutes unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to making

final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, grantor agency, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning Subrecipient audits and 2 CFR 200.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall submit to the City quarterly reports of all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the City at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the City.

For the purpose of this Agreement the term "Program Income" shall have the following meaning: Gross income received by the Subrecipient directly generated from the use of CDBG funds. When such income is generated by an activity that is only partially assisted with CDBG funds, the income shall be prorated to reflect the percentage of CDBG funds used.

2. Indirect Costs

Although not applicable under this agreement, if indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the City for approval, in a form

specified by the City. If an administrative cost line item is in the budget, the Subrecipient must provide an indirect cost schedule showing how this figure was computed.

3. Payment Procedures

The City will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and City policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the City in accordance with advance fund and program income balances, if any, available in Subrecipient accounts. In addition, the City reserves the right to liquidate funds available under this contract for costs incurred by the City on behalf of the Subrecipient.

The City will require thirty (30) days for processing all payment requests. Please refer all questions regarding the status of your pay request to the Housing and Social Services Coordinator at (305) 893-6511 ext. 20000 or email cbos@northmiamifl.gov. All incorrect payment requests, including incorrect/inconsistent accomplishments data, from the Subrecipient will be returned for corrections prior to reimbursement. All invoices (draws) will be returned to the Subrecipient for correction before payment can be processed. The 30-day payment processing period starts upon receipt of complete documentation supporting the request.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the City in the form, content, and frequency as required by the City.

Quarterly Progress Reports shall be submitted fifteen (15) days after the reporting period. This report shall include:

- a. Client(s) data, including but not limited to income level, race, ethnicity, gender, elderly, head of household, and residency;
- b. A comparison of actual accomplishments with the goals and objectives established for the period (if applicable, use cost data for computation of unit costs) and if unmet, reasons for unmet goals;
- c. Explanation of funds and match used for the reporting period;
- d. Narrative analysis and explanation of program activities for the period.

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 fifteen (15) 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 Subrecipient understands and agrees that this Agreement is subject to termination for failure to comply with reporting deadlines.

D. Procurement

1. Compliance

The Subrecipient shall comply with current City policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.

3. Travel

The Subrecipient shall obtain written approval from the City for any travel outside the metropolitan area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the City any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000.00 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement or such longer period of time as the City deems appropriate. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the City an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the City. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period or such longer period of time as the City deems appropriate.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the City for the CDBG program or (b) retained after compensating the City an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

VIII. RELOCATION, REAL PROPERTY ACQUISITION, AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient, if applicable, agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies.

The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) who are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project.

The Subrecipient also agrees to comply with applicable City ordinances, resolutions, and policies concerning the displacement of persons from their residences.

IX. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107, and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable, as referenced in 24 CFR 70.602.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352), as amended in 1991, and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this contract, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. The City shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the City's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The City shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women and Minority-Owned Businesses W/MBE

The Subrecipient shall use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the City, HUD, or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein, as noted in 24 CFR 570.502 and 570.508.

4. Notifications

If applicable, the Subrecipient shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity & Affirmative Action (EEOC/AA) Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Title IX, Section 504, and Title II regulations require that notices of nondiscrimination be made on a continuing basis. The notice must provide notification of nondiscrimination on the basis of race, color, and national origin available to beneficiaries, participants, and other interested persons.

The Subrecipient will include the provisions of Paragraphs X of this Agreement, (Sections A. Civil Rights, and B. Affirmative Action), and as noted in 24 CFR Part 1, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities; inherently religious activities; lobbying, political patronage, and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the

performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation, or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the City pertaining to such agreements and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR 1, 3, 5, and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

The Subrecipient hereby agrees that they will contact the City of North Miami for approval prior to releasing the bids for any project that would need to comply with the Davis Bacon Act. The Subrecipient agrees to comply with 24 CFR 570.609 regarding the prohibited use of debarred, suspended, or ineligible contractors or subrecipients. The Subrecipient also agrees to comply with 24 CFR 570.603 on Labor Standards.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Subrecipient from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the City prior to the execution of such agreement.

b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 2 CFR 200.112 and 24 CFR 570.611, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer, or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 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;
- b. If any funds other than Federal appropriated funds have been paid or will be 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly.
- d. Lobbying Certification

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.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

6. Copyright

If this Agreement results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

1. Clean Air Act, 42 U.S.C., 7401, et seq.;
2. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Managing CDBG: Subrecipient Oversight | Chapter 3-27 Chapter 3: Resource Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR 35, Subpart B and subpart K. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint.

Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment, and/or abatement may be conducted.

24 CFR Part 35 will apply to any dwelling unit that receives federal assistance under CDBG including utility deposits, rental deposits, and any other assistance that results in the placement of people in housing. Subpart K of the Lead-Based Paint Regulations requires the following on pre-1978 units: (1) - Provision of pamphlet (2)-visual assessment (3) - Paint Stabilization (4) - Notice to occupants and (5) - ongoing lead-based paint maintenance.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XI. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

XII. HEADINGS AND SUBHEADINGS

The headings and subheadings contained in this Agreement are included for convenience only and shall not limit, characterize, or otherwise affect in any way the provisions of the Agreement, and all provisions of the Agreement will be construed as if no headings had been used in the Agreement.

XIII. WAIVER

The City's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XIV. UNIFORM REQUIREMENTS

It is thoroughly understood by the parties hereto that Subrecipient, at all times, will fully comply with all applicable uniform requirements as described in 24 CFR Part 570.502, (including 2 CFR Part 200, 2 CFR part 200, subpart D) and any subsequent changes thereto during the life of this Agreement. It is further understood that the City shall review the progress and performance of the Subrecipient at least once annually relative to conformance to the terms of this agreement and all applicable regulations and requirements of the Housing and Community Development Act of 1974, as amended.

XV. CHOICE OF LAW AND VENUE

This Agreement shall be construed and enforced exclusively pursuant to the laws of the State of Florida applicable to contracts to be performed wholly within the State. The Parties also agree that the venue of any action to enforce the provisions of this Agreement, or any document executed in connection with this Agreement, shall be in Miami-Dade County, Florida. The Parties agree they will not contest the choice of law and venue provisions in this Paragraph.

XVI. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the City and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Subrecipient with respect to this Agreement.

[Remainder of page intentionally left blank; signature page follows]

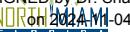
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned representatives as of the day and year first above written.

ATTEST:

By: 
Witness or Corporate Secretary

Date

Haynes Harbour Inc., a Florida not for profit corporation, “**Subrecipient**”:

By: 
President / CEO

Date

By: 
Executive Director

Date

ATTEST:

By: 
Vanessa Joseph, Esq.
City Clerk

Date

City of North Miami, a Florida municipal corporation, “**Grantee**” or “**City**”:

By: 
Anna-Bo Emmanuel, Esq., FRA-RA
Interim City Manager

Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: 
Jeff P. H. Cazeau, Esq.
City Attorney

Date

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B

BUDGET