

**2025-2026 SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF NORTH MIAMI AS GRANTEE
UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
AND OUT MY CLOSET, 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 **Out My Closet, Inc.**, a Florida not-for-profit corporation, located at **81-28 248 Street, Bellerose, NY 11426** (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 as Grant No. B-25-MC-12-0039 (Assistance Listing No. 14.218) from the United States Department of Housing and Urban Development (“HUD”), as an entitlement jurisdiction pursuant to the provisions of Title I 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 particularly Sections 570.204 and 570.503, authorize entitlement jurisdictions to make CDBG grant funds available to Subrecipients for the purpose of implementing specific eligible activities; and

WHEREAS, the City desires to make 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 individuals with disabilities; and

WHEREAS, the Subrecipient is duly organized and existing as a Florida 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 shall be responsible for administering a CDBG Public Services Program for Program Year 2025-2026, focusing on basic health & family services. All activities shall be conducted in a manner satisfactory to the City and consistent with the requirements and standards of 24 CFR Part 570, 2 CFR Part 200, and any applicable HUD guidance or notices.

Eligible activities funded under this Agreement shall include, but are not limited to:

1. **Health & Family Services:** A one-day Elevated Pop-Up Boutique event where highquality clothing, hygiene kits, educational supplies, and on-site health-related services — including, but not limited to, HIV testing and wellness navigation will be provided to underserved populations.

1. CDBG National Objectives, Target Population and Service Area

Services shall be provided to low- and moderate-income residents of the City of North Miami, with priority given to victims of domestic violence and human trafficking, including immigrant and refugee populations. The Subrecipient shall ensure that all activities meet the CDBG National Objective of benefiting low- and moderate-income persons pursuant to 24 CFR 570.208(a) or any other objective where applicable.

B. Performance Goals and Outcomes

The Subrecipient shall provide services to a minimum of twenty-five (25) eligible clients during the contract term and shall track outcomes related to legal relief, protection orders obtained, and client referrals. Performance measures shall be reported in the format prescribed by the City and must demonstrate progress toward achieving the approved program goals.

C. Compliance and Reporting

The City shall monitor the performance of the Subrecipient against goals and performance standards as stated above and in the Subrecipient's grant application. Monitoring shall include both programmatic and financial compliance reviews in accordance with 24 CFR 570.503(b)(7) and 570.509 and shall ensure that activities are carried out in a timely manner consistent with the applicable CDBG National Objective and eligible activity requirements.

Substandard performance, as determined by the City shall constitute noncompliance with this Agreement. If corrective action is not taken by the Subrecipient within a reasonable period of time after written notice from the City, suspension, termination, or other remedies may be initiated pursuant to 2 CFR 200.339-200.340.

The Subrecipient agrees to collect, maintain, and report accurate client demographic, eligibility, and service data, including income verification, residency documentation, and service outcomes, sufficient to document compliance with the CDBG National Objective of providing a low- and moderate-income benefit, as required by 24 CFR 570.506. Quarterly performance and financial reports shall be submitted to the City in the format prescribed by the City's Housing and Social Services Department.

Funding is contingent upon satisfactory performance by the Subrecipient. If the City determines that the Subrecipient has failed to make reasonable progress or expend funds in a timely manner, as required under 24 CFR 570.902 (Timeliness of Performance), the City reserves the right to reduce, reallocate, or terminate funding.

The City will monitor expenditures under this Agreement on a quarterly basis. On-site monitoring visits shall occur at least annually for all new Subrecipients and those with prior-year findings. All other Subrecipients will be monitored based on a risk assessment conducted by the City. Desk monitoring may be substituted for an on-site visit when risk is deemed low or when on-site access is impracticable.

The City will provide the Subrecipient with written notice of monitoring dates at least ten (10) business days in advance. All program records for the fiscal years being monitored, as well as key staff, must be available during the scheduled visit. If all requested records are not made available on the agreed-upon monitoring date, the Subrecipient shall be deemed noncompliant, and payment may be withheld until deficiencies are resolved.

Noncompliance shall be considered in evaluating future funding applications. Subrecipients found to be noncompliant shall have up to thirty (30) calendar days to submit a written Corrective Action Plan (CAP) addressing all identified issues. The CAP must be submitted by certified mail, return receipt requested, to the City of North Miami Housing and Social Services Department.

Upon completion of the program or termination of this Agreement, the Subrecipient shall comply with all closeout requirements specified in 2 CFR 200.344–200.346 and 24 CFR 570.509, including the submission of final performance, financial, and inventory reports.

D. Incorporation by Reference

A detailed description of services, deliverables, and performance measures is provided in Exhibit A (Scope of Services), which is incorporated herein by reference as if fully set forth.

II. TERM OF AGREEMENT

Services of the Subrecipient shall commence on **January 1, 2026**, and terminate on **September 30, 2026**, (“Program Year 2025-2026”), unless otherwise extended or terminated in accordance with the provisions of this Agreement.

The term of this Agreement, and all applicable requirements herein, shall automatically extend to include any additional period during which the Subrecipient retains or controls CDBG funds, program income, or other CDBG-related assets.

All final programmatic and financial reports, reimbursement requests, and documentation necessary for grant closeout shall be submitted to the City no later than October 15, 2026, unless the City provides written notice extending such deadline.

III. BUDGET

A detailed program budget is attached hereto and incorporated by reference as Exhibit B.

The Subrecipient shall expend funds only in accordance with the approved budget and the cost principles and administrative requirements set forth in 2 CFR Part 200, Subpart E and 24 CFR 570.502(b). All

costs charged to this Agreement must be allowable, allocable, reasonable, and necessary to carry out the approved CDBG activity.

Any indirect costs charged must comply with the conditions described in Paragraph VII, C, 2 (Reporting and Payment Procedures) of this Agreement and must be supported by an approved Indirect Cost Rate Agreement or allocation plan in accordance with 2 CFR 200.414 and Appendix VII.

The City may, at its discretion, request a more detailed budget breakdown or supporting cost information than that contained in Exhibit B. The Subrecipient shall provide such supplementary information in the form, format, and timeline prescribed by the City.

No budget revisions shall be implemented without the City's prior written approval. Any amendment or reallocation of funds among line items must be agreed upon and executed in writing by both the City and the Subrecipient prior to the start of the next reporting period in which the change would take effect.

The Subrecipient shall not transfer funds between budget categories, create new budget lines, or incur expenditures beyond approved limits without prior City authorization. Any expenditure made in violation of this provision may be disallowed and subject to repayment.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the City under this Agreement shall not exceed **FIVE THOUSAND DOLLARS AND 00/100 CENTS (\$5,000.00)** and shall represent the maximum amount of CDBG funds to be provided by the City for the Program. This amount shall constitute the sole source of City funding for the Subrecipient's CDBG activities under this Agreement.

Drawdowns for the payment of eligible expenses shall be made on a reimbursement basis and charged against the approved line-item budget referenced in Paragraph III, in proportion to the Subrecipient's verified performance.

Payments may be contingent upon (a) certification of the Subrecipient's financial management system in accordance with 2 CFR 200.302, and (b) submission of adequate supporting documentation (e.g., invoices, proof of payment, and expenditure reports) consistent with the approved program budget. The City shall remit payment only for allowable, allocable, and reasonable costs as defined in 2 CFR 200.403.

All reimbursement requests must be submitted no later than fifteen (15) days after the end of each quarter and shall be subject to City review and approval prior to disbursement.

It is expressly understood and agreed that in the event of curtailment, reduction, or non-availability of Federal or CDBG grant funds, this Agreement shall automatically terminate effective on the date the City determines that funds are no longer available. In such event, the Subrecipient agrees that it will not seek or assert any claim against the City for further performance, and the City shall be released from all financial obligations hereunder. Termination under this provision shall not relieve the Subrecipient of its indemnification and hold-harmless obligations under 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:

Out My Closet, Inc.
Attn: Micheal A. Narain, Registered Agent
1101 SW 122 Avenue, Apt 306
Miami, Florida 33184
Phone: (917) 514-1465
Email: Michael@outmycloset.org

With Copies to:

City of North Miami
Attn: Theresa Therilus, Esq.
City Manager
776 NE 125 Street
North Miami, Florida 33161

City of North Miami
Attn: Jeff P. H. Cazeau, Esq.
City Attorney
776 NE 125 Street
North Miami, FL 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 and Indemnification

The Subrecipient shall indemnify, defend, and hold harmless the City of North Miami, its officers, employees, agents, and representatives (collectively, the “City Indemnified Parties”) from and against any and all claims, actions, damages, losses, liabilities, costs, and expenses (including reasonable attorney’s fees and court costs) arising out of or resulting from any negligent act, error, omission, or wrongful conduct of the Subrecipient, its officers, agents, contractors, or employees, in connection with the performance or nonperformance of this Agreement.

Nothing contained herein shall be construed or interpreted as a waiver of the City’s sovereign immunity or limits of liability beyond those established in Section 768.28, Florida Statutes, as may be amended. The obligations of the Subrecipient under this section shall survive the expiration or earlier termination of this Agreement.

The Subrecipient shall not, without the prior written consent of the City, represent, act, or hold itself out as an agent or representative of the City for any purpose. Any such unauthorized representation shall constitute a material breach of this Agreement.

D. Workers’ Compensation

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

E. Insurance and Bonding

The Subrecipient shall procure, carry, and maintain at all times during the term of this Agreement 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 or CDBG funds in its possession, as required by 2 CFR 200.310–200.316.

The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR 200, Subpart D (Property Standards and Insurance). During the term of this Agreement, the Subrecipient shall maintain, at its sole cost and expense, insurance of the types and in the minimum amounts set forth below:

1. Workers’ Compensation Insurance as required by Chapter 440, Florida Statutes and Employer’s Liability Insurance with limits not less than \$100,000 per accident.

2. Comprehensive General Liability Insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000) combined single limit per occurrence for bodily injury, personal injury, and property damage. The policy shall:
 - a. Be issued on an occurrence basis;
 - b. Name the City of North Miami, its officers, agents, and employees as additional insureds;
 - c. Include an endorsement indicating that coverage is primary and non-contributory with any insurance maintained by the City; and
 - d. Cover all classifications of operations performed by the Subrecipient in connection with this Agreement.
3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with program activities, with limits of not less than Five Hundred Thousand Dollars (\$500,000.00) combined single limit per occurrence for bodily injury and property damage.

All insurance policies required under this Agreement shall be issued by companies authorized to transact business in the State of Florida, rated “A” or better, Class “X” or higher by A.M. Best’s Rating Guide, and executed by duly licensed agents upon whom service of process may be made in Miami-Dade County, Florida.

The Subrecipient shall furnish to the City certificates of insurance evidencing the required coverages prior to the execution of this Agreement and shall provide thirty (30) days’ advance written notice to the City of any cancellation, non-renewal, or material change in coverage.

Compliance with the foregoing requirements shall not relieve the Subrecipient of its liability, responsibilities, or obligations under this Agreement, nor shall the City’s review or acceptance of insurance certificates constitute a waiver of such requirements.

F. Grantee Recognition

The Subrecipient shall ensure appropriate public recognition of the role of the City of North Miami and the U.S. Department of Housing and Urban Development (HUD) in providing financial support for the activities funded under this Agreement.

All activities, facilities, materials, and equipment utilized or produced pursuant to this Agreement shall be prominently labeled or credited as being funded in whole or in part by the Community Development Block Grant (CDBG) Program administered by the City of North Miami.

The Subrecipient shall include the following acknowledgment, or substantially similar language approved by the City, in all publications, news releases, educational materials, social media, and outreach efforts associated with the program:

“This program is funded in part through the U.S. Department of Housing and Urban Development’s Community Development Block Grant Program administered by the City of North Miami.”

The Subrecipient shall obtain prior written approval from the City before using the City’s name, logo, or official seal in any publication, signage, or promotional material.

Failure to provide proper recognition may be considered a material noncompliance subject to corrective action 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. Records

The Subrecipient shall maintain and retain all financial records, supporting documents, statistical data, and all other records pertinent to this Agreement in accordance with 24 CFR 570.506 and 2 CFR 200.334–200.338.

Such records shall be retained for a minimum period of four (4) years following the date of submission of the City's Consolidated Annual Performance and Evaluation Report (CAPER) to the U.S. Department of Housing and Urban Development (HUD) in which the activities assisted under this Agreement are reported for the final time.

If any litigation, claim, audit, negotiation, or other action involving the records has been initiated prior to the expiration of the four-year retention period, the Subrecipient shall retain all such records until all actions and issues are resolved and final settlement is reached, or until the end of the four-year period, whichever is later.

Records may be maintained in paper or electronic format, provided that such records are complete, legible, and accessible to the City, HUD, and other authorized representatives for audit or monitoring purposes.

The Subrecipient shall not destroy or dispose of any records related to this Agreement without the prior written approval of the City. Upon expiration of the retention period, the City may direct the Subrecipient to transfer records to the City's custody for permanent archival or audit purposes.

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 and Inspections

All Subrecipient records and accounts relating to any matters covered by this Agreement shall be made available at any reasonable time for inspection, audit, or examination by the City of North Miami, the U.S. Department of Housing and Urban Development (HUD), the Comptroller General of the United States, and any of their duly authorized representatives. Such access shall include the right to examine, make excerpts, transcripts, or copies of all pertinent records and to conduct on-site reviews of program operations and financial management systems.

The Subrecipient shall comply with the audit requirements of 2 CFR Part 200, Subpart F (Audit Requirements), as applicable. If the Subrecipient expends \$750,000 or more in Federal funds during its fiscal year, it shall have a Single Audit or Program-Specific Audit conducted in accordance with 2 CFR 200.501–200.521 and the most recent OMB Compliance Supplement. The audit shall be performed by an independent certified public accountant licensed in the State of Florida.

A copy of the audit report and any related management letter shall be submitted to the City within nine (9) months after the end of the Subrecipient’s fiscal year or within thirty (30) days of its completion, whichever occurs first.

Any deficiencies, questioned costs, or findings noted in the audit report must be fully resolved or corrected within thirty (30) days after receipt of the report by the Subrecipient, unless the City approves a longer corrective action plan in writing.

Failure to comply with these audit or inspection requirements may constitute a material violation of this Agreement and may result in the withholding, suspension, or termination of current and future payments under this Agreement, consistent with 2 CFR 200.339–200.340.

The Subrecipient’s obligation to provide access to records and cooperate with audits shall survive the expiration or termination of this Agreement.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall submit to the City quarterly reports detailing all program income, as defined in 24 CFR 570.500(a), generated by activities funded under this Agreement. The use of such income shall comply with 24 CFR 570.504.

For purposes of this Agreement, “Program Income” means gross income received by the Subrecipient that is directly generated from the use of CDBG funds. When such income is generated by an activity only partially assisted with CDBG funds, the income shall be prorated to reflect the percentage of CDBG funds used.

All program income must be:

- a. Used only for eligible CDBG activities in accordance with this Agreement and applicable federal regulations;

- b. Expended prior to requesting additional drawdowns from the City; and
- c. Recorded, tracked, and reported separately in the Subrecipient's financial records to ensure full transparency and auditability

Any unexpended program income or interest earned on CDBG funds shall be returned to the City at the end of the Agreement term or upon termination, whichever occurs first. Interest earned on cash advances from the U.S. Treasury or funds held in a revolving fund account does not constitute program income and shall be remitted promptly to the City.

The Subrecipient shall maintain accurate records of the receipt, use, and disposition of all program income and make such records available for inspection by the City, HUD, or other authorized representatives upon request

2. Indirect Costs

Although indirect costs are not applicable under this Agreement, if the Subrecipient elects to charge indirect costs in the future, it shall develop an indirect cost allocation plan or utilize an approved indirect cost rate in accordance with 2 CFR 200.414 and Appendix VII.

Any proposed indirect cost plan or rate must be submitted to the City for review and approval prior to incurring or charging such costs. If an administrative cost line item appears in the approved budget, the Subrecipient shall provide a detailed schedule showing how this figure was computed and ensure that no costs are duplicated or improperly allocated.

3. Payment Requests

The Subrecipient shall request reimbursement for eligible program expenses no more than once per quarter unless otherwise approved by the City in writing. Requests must be supported by appropriate documentation, including but not limited to: invoices, receipts, proof of payment, payroll records, and time sheets, as applicable.

Each reimbursement request shall include a summary of expenditures, a performance progress report, and a certification that all costs are allowable, allocable, and reasonable under 2 CFR 200.403 and consistent with the approved program budget.

The City shall review and process complete reimbursement requests within thirty (30) days of receipt, provided all documentation is satisfactory. Incomplete or inaccurate requests will be returned to the Subrecipient for correction, and the processing period will restart upon receipt of a complete submission. 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.

4. Performance and Financial Reports

The Subrecipient shall submit Quarterly Progress Reports within fifteen (15) days after the end of each calendar quarter, in a form prescribed by the City. Each report shall include:

- a. The number of clients served, including demographic data (race, ethnicity, gender, income level, and residency);
- b. A comparison of actual accomplishments with stated goals and performance measures;
- c. Explanations for unmet goals and any corrective actions taken;
- d. A narrative summary of program activities and outcomes; and
- e. A financial summary showing budgeted, expended, and remaining funds.

A final performance and financial report shall be submitted within fifteen (15) days after the end of the Agreement term, summarizing cumulative accomplishments and expenditures for the entire program year.

5. City Oversight and Withholding Authority

The City reserves the right to withhold payment for any reimbursement request if:

- a. Required reports or supporting documentation have not been submitted or are incomplete;
- b. The Subrecipient is in noncompliance with the terms of this Agreement; or
- c. The City determines that expenditures are ineligible or unsupported.

The Subrecipient's failure to meet reporting or performance requirements may result in suspension, reduction, or termination of funding in accordance with 2 CFR 200.339.

6. Recordkeeping

The Subrecipient shall maintain all financial and programmatic documentation necessary to substantiate each payment request and report submitted to the City. Records shall be retained and made available for review in accordance with 24 CFR 570.506 and 2 CFR 200.334–200.338.

D. Procurement

1. Compliance

The Subrecipient shall comply with the City of North Miami's procurement policies and procedures, as well as the federal procurement standards set forth in 2 CFR 200.317–200.327. The Subrecipient shall maintain accurate inventory records for all non-expendable personal property and equipment purchased in whole or in part with CDBG funds, as required by 2 CFR 200.313.

All program assets, including unexpended program income, property, and equipment, shall revert to the City upon termination or expiration of this Agreement, or shall otherwise be disposed of in accordance with written instructions from the City consistent with 2 CFR 200.313(e).

2. Federal Procurement Standards

Unless otherwise specified within this Agreement, the Subrecipient shall procure all materials, supplies, property, or services in accordance with the procurement methods, thresholds, and standards set forth in 2 CFR 200.317 through 200.327, which include:

- a. Full and open competition for all purchases above the micro-purchase threshold;
- b. Use of small purchase, sealed bid, competitive proposal, or noncompetitive proposal methods, as applicable;
- c. Maintenance of written procurement procedures and conflict of interest policies; and
- d. Contract cost and price analyses for procurements exceeding the simplified acquisition threshold.

The Subrecipient shall ensure that all contracts include the applicable Federal Contract Provisions required by 2 CFR 200 Appendix II and any additional HUD-mandated clauses provided by the City.

3. Travel

The Subrecipient shall obtain written approval from the City before incurring any travel costs outside the South Florida metropolitan area using funds provided under this Agreement. All approved travel shall conform to the City's travel policy and the Federal cost principles in 2 CFR 200.475, including requirements for documentation, reasonableness, and necessity.

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. Reversion of Funds

Upon expiration, cancellation, or termination of this Agreement, the Subrecipient shall transfer to the City any unexpended CDBG funds, program income on hand, and accounts receivable attributable to the use of funds under this Agreement. Such transferred funds shall be returned to the City's CDBG line of credit or local account, as appropriate, and shall be used in accordance with 24 CFR 570.504(b).

2. Real Property

Any real property under the Subrecipient's ownership or control that was acquired or improved, in whole or in part, with CDBG funds in an amount exceeding \$25,000 shall be used to meet a CDBG National Objective as defined in 24 CFR 570.208 for a minimum of five (5) years after the expiration of this Agreement, or for such longer period as the City deems appropriate.

If the Subrecipient fails to use or maintain the property in a manner that continues to meet a CDBG National Objective for the prescribed period, the Subrecipient shall repay the City an amount equal to the current fair market value of the property, less any portion attributable to non-CDBG funds used for its acquisition or improvement. Such repayment shall constitute program income to the City in accordance with 24 CFR 570.504(b)(4).

The Subrecipient may retain ownership of such real property after the expiration of the required use period only with the City's prior written approval, and only if the property will continue to be used for a purpose consistent with the CDBG program.

3. Equipment

Equipment (as defined in 2 CFR 200.1) acquired, in whole or in part, with funds under this Agreement shall be used for the program or project for which it was acquired as long as needed, whether or not the project continues to be supported by CDBG funds. When no longer needed, the Subrecipient shall follow the disposition requirements of 2 CFR 200.313(e), which include:

- a. Transferring the equipment to the City for use in the CDBG program; or
- b. Retaining the equipment after compensating the City an amount equal to the current fair market value of the equipment multiplied by the percentage of CDBG funds originally used to acquire it.

In all cases where CDBG-funded equipment is sold, the sales proceeds shall be treated as program income (prorated to reflect the CDBG share of acquisition costs) and shall be used or returned to the City in accordance with 24 CFR 570.504.

4. Recordkeeping and Disposition Approval

The Subrecipient shall maintain a current inventory list of all real property and equipment purchased in whole or in part with CDBG funds. Such inventory shall include a description, serial number, location, acquisition date, original cost, and the percentage of CDBG participation.

The Subrecipient shall not dispose of, transfer, or encumber any CDBG-assisted real property or equipment without the prior written approval of the City. Documentation of all disposition actions shall be maintained for a minimum of four (4) years after disposition in accordance with 2 CFR 200.334–200.337.

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 all applicable Federal, state, and local laws, regulations, and executive orders relating to civil rights and equal opportunity, including but not limited to:

- a. Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d et seq.);
- b. Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended (42 U.S.C. §3601 et seq.);
- c. Sections 104(b) and 109 of Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. §5301 et seq.);
- d. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
- e. The Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. §12101 et seq.);
- f. The Age Discrimination Act of 1975 (42 U.S.C. §6101 et seq.);
- g. Executive Order 11063, regarding equal opportunity in housing programs; and
- h. Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, 12107, and the 2024 OFCCP updates; and
- i. Executive Order 13988 (Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation).

The Subrecipient shall ensure that no person is excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any program or activity funded in whole or in part under this Agreement on the grounds of race, color, religion, sex (including pregnancy, sexual orientation, and gender identity), age, national origin, disability, familial status, or protected veteran status.

2. Nondiscrimination

The Subrecipient agrees to comply with all non-discrimination in employment and contracting opportunity laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised, and with the provisions of Section 109 of the Housing and Community Development Act of 1974, implemented at 24 CFR 570.602.

No person shall, on the grounds of race, color, religion, sex (including sexual orientation and gender identity), age, national origin, disability, or familial status, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part under this Agreement.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601–570.602. With respect to any sale, lease, or transfer of land acquired, cleared, or improved with CDBG assistance, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease prohibiting discrimination in the sale, lease, rental, use, or occupancy of such property. Such covenant shall expressly identify the City of North Miami and the United States of America as beneficiaries entitled to enforce the provisions of the covenant.

The Subrecipient agrees to take all reasonable and necessary measures to ensure compliance and to prevent discrimination in the use or disposition of such property

4. Section 504 and Accessibility

The Subrecipient agrees to comply with all Federal regulations issued pursuant to Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794) and 24 CFR Part 8, which prohibit discrimination on the basis of disability in any program or activity receiving Federal financial assistance.

The Subrecipient shall ensure that all facilities, programs, and services are accessible to and usable by persons with disabilities, that reasonable accommodations are provided where necessary, and that all construction or alterations meet the accessibility requirements of the 2010 ADA Standards for Accessible Design or the most current standard adopted by HUD.

5. Affirmatively Furthering Fair Housing (“AFFH”)

The Subrecipient shall affirmatively further fair housing, consistent with 24 CFR 5.150–5.180, the Fair Housing Act, and applicable HUD directives. The Subrecipient agrees to take meaningful actions to overcome patterns of segregation, eliminate disparities in housing needs, and foster inclusive communities free from barriers that restrict access to housing and related opportunities. Documentation of AFFH actions shall be maintained and provided to the City upon request.

6. Gender Identity, Sexual Orientation, and Harassment Prohibitions

The Subrecipient shall ensure a work and service environment free from harassment, intimidation, and retaliation based on any protected characteristic, including sexual orientation and gender identity, consistent with Executive Order 13988, HUD Notice FHEO-2021-01, and subsequent guidance.

7. Enforcement

Failure to comply with this Section A shall constitute a material breach of this Agreement and may result in suspension, termination, corrective action, or other remedies available under 2 CFR 200.339–200.340.

B. Equal Employment Opportunity and Inclusive Outreach

1. Equal Employment Opportunity Commitment

The Subrecipient shall ensure equal employment opportunity and maintain nondiscriminatory personnel practices consistent with Executive Order 14173 (“Promoting Fair and Equal Opportunity in Federal Contracting”), 24 CFR 570.607, and other applicable civil-rights authorities. The Subrecipient shall not discriminate in hiring, promotion, compensation, or other terms and conditions of employment on the basis of race, color, religion, sex (including pregnancy, sexual orientation, and gender identity), national origin, age, disability, or protected-veteran status.

While Executive Order 14173 eliminates the former requirement to prepare a written “Affirmative Action Plan” under Executive Order 11246, the Subrecipient must still demonstrate compliance through documented equal-opportunity practices and inclusive outreach efforts.

2. Women- and Minority-Owned Businesses (W/MBE)

The Subrecipient shall take affirmative steps to provide small businesses, minority-owned business enterprises, and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement, as required by 2 CFR 200.321 and Executive Orders 11625, 12138, and 12432.

For purposes of this section:

- a. A “small business” means a business meeting the criteria in 15 U.S.C. § 632 (Section 3(a) of the Small Business Act); and
- b. A “minority- or women-owned business enterprise (M/WBE)” means a business at least 51 percent owned and controlled by one or more minority group members or women.

The Subrecipient may rely on written self-certifications of such status but must retain records showing outreach, solicitation, and contracting efforts with M/WBE firms.

3. Access to Records

The Subrecipient shall furnish, and shall require its contractors and subcontractors to furnish, all information and reports necessary to verify compliance and shall permit access to relevant books, records, and accounts by the City, HUD, or other authorized Federal officials, consistent with 24 CFR 570.502, 570.508, and 2 CFR 200.337.

4. Notifications

Where applicable, the Subrecipient shall send to each labor union or workers' representative with which it has a collective-bargaining agreement or understanding a notice, to be provided by the City's contracting officer, advising of the Subrecipient's commitments under this section. Required Equal Employment Opportunity notices shall be posted physically and electronically in conspicuous locations accessible to employees and applicants.

5. Public Communications

In all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, the Subrecipient shall clearly state that it is an Equal Opportunity Employer that provides equal employment and advancement opportunities regardless of any protected characteristic identified above.

6. Subcontract Provisions

The Subrecipient shall include the provisions of Section X (Civil Rights and Equal Employment Opportunity) and the requirements of 24 CFR Part 1 and 2 CFR 200.321 in every subcontract or purchase order. These provisions shall be binding upon all subcontractors or subrecipients and enforceable by the City or HUD as though fully set forth herein.

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 comply with the conflict-of-interest provisions contained in 2 CFR 200.112 and 24 CFR 570.611, which include, but are not limited to, the following:

a. Code of Conduct

The Subrecipient shall maintain and enforce a written code of conduct and conflict-of-interest policy that governs the actions of its officers, employees, agents, and contractors engaged in the selection, award, or administration of contracts supported by Federal funds. The code shall include provisions to avoid real, potential, or apparent conflicts of interest and to disclose such conflicts promptly when they arise.

b. Personal Conflicts of Interest

No officer, employee, or agent of the Subrecipient shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest exists. A conflict of interest arises when the employee, officer, agent, any member of his or her immediate family, or any organization that employs or may employ such person has a financial or other interest in a firm selected for an award.

c. Organizational Conflicts of Interest

The Subrecipient shall avoid situations in which the Subrecipient's own interests, or those of its affiliates or partners, compete or appear to compete with the interests of the City or HUD. Any organizational conflict of interest shall be disclosed promptly to the City in writing with a proposed plan for mitigation or elimination.

d. Prohibited Interests

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 or

have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity or its proceeds, either for themselves or for those with whom they have business or immediate family ties, during their tenure or for 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.

e. Disclosure and Reporting

The Subrecipient shall promptly disclose in writing any potential or actual conflict of interest to the City Attorney and shall not proceed with the transaction or activity in question until the City provides written determination and guidance. The City may seek HUD’s review and determination where required under 24 CFR 570.611(d).

f. Enforcement

Failure to comply with these conflict-of-interest provisions shall constitute a material breach of this Agreement and may result in corrective action, suspension, withholding of payments, termination for cause, repayment of disallowed costs, or other remedies available under 2 CFR 200.339–200.340 and this Agreement’s Suspension and Termination section.

The City may, at its discretion, refer any violation to the U.S. Department of Housing and Urban Development (HUD) or other appropriate enforcement authorities for review and determination of additional sanctions, including possible debarment or exclusion from participation in future federally assisted programs.

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 shall not be used to support or engage in inherently religious activities, such as worship, religious instruction, or proselytization, as prohibited by 24 CFR 570.200(j) and 24 CFR Part 5, Subpart G (89 FR 13024, March 8, 2024).

Faith-based organizations are eligible to participate in the CDBG Program on the same basis as any other organization, regardless of their religious character, affiliation, or exercise.

Any inherently religious activity conducted by the Subrecipient must be voluntary for participants, offered separately in time or location from the CDBG-funded services, and may not be a condition of receiving assistance.

The Subrecipient shall not discriminate for or against any beneficiary or applicant on the basis of religion, religious belief, denial of belief, or refusal to attend or participate in a religious practice or service.

If the Subrecipient conducts both federally funded and religious activities, it must maintain physical and financial separation between Federal and non-Federal funds and keep documentation demonstrating that CDBG funds are not used for religious activities.

The Subrecipient shall provide each beneficiary a written “Beneficiary Rights Notice,” as required by Appendix A to 24 CFR Part 5, Subpart G (2024), advising that participation in religious activities is voluntary and that any complaints of religious discrimination may be filed with HUD’s Office of Fair Housing and Equal Opportunity (“FHEO”).

These requirements shall be included in all subcontracts or subrecipient agreements involving CDBG-funded services. Nothing in this section shall be construed to restrict the Subrecipient’s freedom to express religious beliefs outside of the federally funded program.

X. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply all applicable Federal, state, and local environmental laws and regulations, including but not limited to:

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., including Sections 114 and 308 relating to inspection, monitoring, entry, reports, and information, and all implementing regulations and guidelines; and;
3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50, as amended.

The Subrecipient shall ensure that none of the facilities to be used in the performance of this Agreement are listed on the EPA’s List of Violating Facilities and shall notify the City immediately upon learning that any facility intended for use under this Agreement is under consideration for listing.

B. Environmental Review and Flood Disaster Protection

The Subrecipient acknowledges that the City of North Miami, as the responsible entity under 24 CFR Part 58, retains responsibility for environmental review, decision-making, and clearance for all activities funded under this Agreement. The Subrecipient shall provide any information requested by the City necessary for completion of the required Environmental Review Record (ERR) and shall not undertake, commit, or expend funds on any activity (including acquisition, demolition, rehabilitation, or construction) until the City provides written notice of environmental clearance.

In accordance with the Flood Disaster Protection Act of 1973 (42 U.S.C. §4001 et seq.), the Subrecipient shall ensure that for any activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program (NFIP) is obtained and maintained as a condition of receiving assistance for acquisition, construction, or rehabilitation.

C. Lead-Based Paint

The Subrecipient agrees that any construction, rehabilitation, or other housing activity involving residential structures assisted under this Agreement shall comply with the HUD Lead-Based Paint Poisoning Prevention regulations at 24 CFR 570.608 and 24 CFR Part 35, Subparts A, B, J, K, and R, as applicable.

These regulations require that all owners, prospective owners, and tenants of pre-1978 residential properties be properly notified of the potential presence of lead-based paint and its associated hazards. The Subrecipient shall ensure the provision of required notices, risk assessments, and abatement or stabilization measures as applicable to the level of Federal assistance provided.

Specifically, Subpart K of the Lead-Based Paint Regulations requires the following for all pre-1978 dwelling units receiving CDBG assistance:

1. Provision of the EPA-approved lead hazard information pamphlet;
2. Visual assessment for deteriorated paint;
3. Paint stabilization of disturbed surfaces;
4. Written notice to occupants of completed lead hazard control activities; and
5. Ongoing lead-based paint maintenance and reevaluation as applicable.

The Subrecipient shall maintain documentation of compliance with these requirements in project files and make such documentation available for City or HUD inspection.

D. Historic Preservation

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

The Subrecipient shall cooperate with the City in obtaining review and concurrence from the Florida State Historic Preservation Officer (SHPO) or the Advisory Council on Historic Preservation for any project involving rehabilitation, demolition, or ground disturbance of properties fifty (50) years old or older or listed on any Federal, State, or local historic register.

No work on such properties shall commence until the City provides written confirmation that all required consultations and determinations have been completed.

XI. FEDERAL POLICY COMPLIANCE

This section incorporates and implements the FY 2025 Federal Policy Provisions (Addendum 1), issued by HUD for Program Year 2025.

A. General Compliance

The Subrecipient acknowledges that compliance with all applicable Federal antidiscrimination, immigration, and public policy requirements is a material condition of this Agreement and of payment eligibility under 31 U.S.C. §3729(b)(4).

B. Gender Ideology

The Subrecipient shall not use any funds provided under this Agreement to promote “gender ideology,” as defined in Executive Order 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government.

C. Non-Discrimination Certification

The Subrecipient certifies that it does not operate any program or activity that violates any applicable Federal antidiscrimination law, including Title VI of the Civil Rights Act of 1964.

D. Hyde Amendment Compliance

The Subrecipient shall not use any grant funds provided under this Agreement to fund or promote elective abortions, consistent with Executive Order 14182 (Enforcing the Hyde Amendment).

E. Revoked Executive Orders

Notwithstanding any provision of this Agreement or the applicable Notice of Funding Opportunity, this Agreement shall not be governed by any Executive Orders revoked by Executive Order 14154, including E.O. 14008, or by any NOFO requirements implementing such revoked orders.

F. Immigration Restrictions and Verification

The Subrecipient shall administer all programs and activities funded under this Agreement in accordance with Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (8 U.S.C. §§1601–1646), Executive Order 14218, and any implementing regulations issued by HUD, the U.S. Department of Justice, or the U.S. Citizenship and Immigration Services (USCIS).

The Subrecipient shall not use funds in any manner that, by design or effect, facilitates, subsidizes, or promotes illegal immigration or shields individuals unlawfully present in the United States from deportation, including by maintaining policies or practices that materially impede the enforcement of Federal immigration statutes and regulations.

The Subrecipient shall use the Systematic Alien Verification for Entitlements (SAVE) program, or another equivalent verification system approved by the Federal government, to ensure that no Federal public benefit is provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present.

G. Faith-Based Organizations

Faith-based organizations may participate as Subrecipients or contractors under this Agreement on the same basis as any other organization. Neither the City nor the Subrecipient shall discriminate against an organization on the basis of its religious character, affiliation, or exercise, consistent with 24 CFR 570.200(j) and 24 CFR Part 5, Subpart G.

These provisions shall be interpreted consistent with any subsequent HUD guidance or amendments to Addendum 1 and may be updated administratively by the City to ensure continuing compliance without the need for a formal contract amendment.

XII. 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.

XIII. 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.

XIV. 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.

XV. UNIFORM REQUIREMENTS

It is understood by the parties that the Subrecipient shall, at all times, comply with all applicable uniform administrative requirements, cost principles, and audit requirements as described in 24 CFR 570.502 and 2 CFR Part 200, Subparts D, E, and F, and any subsequent amendments thereto during the term of this Agreement.

The City shall review and monitor the Subrecipient's performance at least annually to ensure compliance with the terms of this Agreement and with all applicable regulations and requirements of the Housing and Community Development Act of 1974, as amended.

XVI. 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.

XVII. 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:

Out Of My Closet, Inc., a Florida not for profit corporation, “**Subrecipient**”:

By: _____
Witness or Corporate Secretary

By: _____
President / CEO

Date

Date

By: _____
Executive Director

Date

ATTEST:

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

By: _____
Vanessa Joseph, Esq.
City Clerk

By: _____
Theresa Therilus, Esq.
City Manager

Date

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