

**COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AGREEMENT
BETWEEN THE CITY OF NORTH MIAMI AND
MJD WELLNESS AND COMMUNITY CENTER, INC .**

THIS GRANT AGREEMENT (“Agreement”) is entered into as of **January 1st, 2020**, between the **CITY OF NORTH MIAMI**, a Florida municipal corporation, located at 776 N.E. 125th Street, North Miami, Florida (“City”), and **MJD WELLNESS AND COMMUNITY CENTER, INC.**, a not-for-profit Florida corporation located at 1151 N.W. 126th Street Miami FL 33168 (“Subrecipient”), (collectively the “Parties”).

WITNESSETH:

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

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

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

NOW, THEREFORE, the Parties agree as follows:

**ARTICLE I
SCOPE OF SERVICES**

The Subrecipient shall provide community based social services to the City’s low and moderate-income population pursuant to the “**health screening and QNA wellness education and food distribution**”, as described in Exhibit “A” attached hereto and made part hereof of the agreement.

**ARTICLE II
CONDITION OF SERVICES**

The Subrecipient agrees to the following:

- a) The SERVICES shall benefit City residents.
- b) The Subrecipient shall maintain records including, but not be limited to, the following:
 - 1. Client profiles identifying household income, head of household, ethnicity, race and gender.
 - 2. An outreach plan, which insures equitable participation by all eligible City residents.

- c) The Subrecipient shall maintain a citizen participation mechanism, which will include, but not be limited to the following:
 - 1. Logging of citizen comments or complaints when received, pertaining specifically to services provided under this Agreement.
 - 2. Copies of comments and/or complaints received in writing referenced in 1 above, and all responses.
- d) The Subrecipient shall abide by the Federal requirements of 24 CFR 570.600-612, Subpart K, Other Program Requirements, the U.S. Office of Management and Budget (OMB) Circulars A-122, Cost Principles for Non-profit Organizations, and OMB A-110, Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, as applicable, and all other federal, state and local laws and requirements.
- e) The Subrecipient acknowledges and accepts the conditions set forth in the letter submitted by the City to Subrecipient, a copy of which is attached hereto as Exhibit “B” and made a part of this Agreement.

ARTICLE III
TERM OF AGREEMENT

This Agreement shall be deemed effective as of **January 1st, 2020**, and shall terminate on **September 30th, 2020**.

ARTICLE IV
DEFAULT

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

- (1) Failure to (i) commence services within thirty (30) days from the date of this Agreement.
- (2) Failure to provide the documentation required to make the final payment of the grant within thirty (30) days from this Agreement’s expiration date.
- (3) Failure to comply with applicable federal, state and local regulations and laws.
- (4) Breach regarding any of the terms and conditions of this Agreement.

- (5) Insolvency or bankruptcy.
- (6) Failure to maintain the insurance required by the City as described in Article XIX of this Agreement.
- (7) Failure to correct defects within a reasonable time as determined by the City.

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

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

ARTICLE V **TERMINATION**

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

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

- a) Failure to comply and/or perform in accordance with this Agreement; or
- b) Submission to the City of reports, which are materially incorrect or incomplete.

The City shall notify the Subrecipient in writing when payments are being suspended for cause. The notification shall include actions to be taken by the Subrecipient as a condition precedent to the resumption of payments and a reasonable date for compliance, which shall be no more than thirty (30) days from the notification date.

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

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

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

ARTICLE VI
AMENDMENTS

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

ARTICLE VII
METHOD OF PAYMENT

Upon execution of this Agreement, the City shall make payments to the Subrecipient for expenditures incurred under this Agreement based on actual expenditures with supportive documentation in accordance with the program budget and implementation. The maximum amount payable under this contract is **Ten Thousand Dollars and 00/100 Cents (\$10,000.00)** and shall represent the only source of funding received from the City for the Program.

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

ARTICLE VIII
CONFLICT OF INTEREST

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

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

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

ARTICLE IX
INDEMNIFICATION

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

ARTICLE X
QUARTERLY REPORTS

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

- I. Client profile form;
- II. A comparison of actual accomplishments with the goals and objectives established for the period (if applicable, use cost data for computation of unit costs);
- III. Reasons for unmet goals;
- IV. Analysis and Explanation of cost overruns or high unit costs.

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

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

ARTICLE XI
AUDIT AND INSPECTIONS

At any time during normal business hours and as often as the City and/or the comptroller of HUD may deem necessary, there shall be made available to the City and/or representatives of the federal agency, the right to audit and examine all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Agreement. It is further understood that all records and supporting documents pertaining to this Agreement shall be kept for a minimum period of three (3) years from the date of expiration of this Agreement and shall be to the extent required by law, public records available for inspection

City of North Miami
776 NE 125th Street
North Miami, FL 33161
Attn: Director of Housing & Social Services

Subrecipient: MJD Wellness and Community Center, Inc.
Attn: Emmanuella Fleurimont
1151 N.W. 126th Street Miami, FL 33168
North Miami, FL 33161

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

ARTICLE XIV
SUBCONTRACTS

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

ARTICLE XV
ACCESS TO RECORDS

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

A. Financial Management

1. Accounting Standards

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

2. Cost Principles

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

B. Documentation and Record Keeping

1. Records to be Maintained

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

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

ARTICLE XVI
PERFORMANCE REVIEW

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

ARTICLE XVII
SEVERABILITY OF PROVISIONS

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

ARTICLE XVIII
PROGRAM INCOME

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

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

ARTICLE XIX
INSURANCE

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

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

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

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

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

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

ARTICLE XX
CIVIL RIGHTS

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

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

ARTICLE XXI
PATENT AND COPYRIGHTS

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

ARTICLE XXII
PROJECT PUBLICITY

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

ARTICLE XXIII
LIMITATION OF LIABILITY

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of this Agreement, so that its liability never exceeds the agreed sum of **Eight Thousand Dollars and 00/100 Cents (\$8,000.00)**. Subrecipient expresses its willingness to enter into this Agreement with Subrecipient recovery from the City for any action or claim arising from this Agreement to be limited to **Eight Thousand Dollars and 00/100 Cents (\$8,000.00)**.

Accordingly, and notwithstanding any other term or condition of this Agreement, the Subrecipient hereby agrees that the City shall not be liable to the Subrecipient for damages in an amount in excess of **Eight Thousand Dollars and 00/100 Cents (\$8,000.00)** for any action or claim of the Subrecipient or any third party arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

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

ARTICLE XXIV
VENUE, APPLICABLE LAW

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

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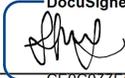
IN WITNESS WHEREOF, the parties have executed this Agreement by their respective proper officers duly authorized the day and year first above written.

ATTEST:

SUBRECIPIENT:

DocuSigned by:

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Corporate Secretary

DocuSigned by:

CE0C077EC1C84A5...
By: _____
President/CEO

3/13/2020

Date Signed

By: _____
Executive Director
3/7/2020

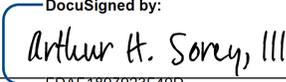
Date Signed

ATTEST:

City of North Miami, a FLORIDA municipal Corporation, "City":

DocuSigned by:

BB47A3B4B262492...
Vanessa Joseph, Esq.

DocuSigned by:

FDAE1897923F40D...
Arthur H. Sorey, III, Interim City Manager

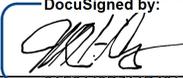
3/19/2020

City Clerk Date Signed

3/18/2020

Interim City Manager Date Signed

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

DocuSigned by:

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

3/16/2020

City Attorney Date Signed

ADDENDUM – NORTH MIAMI RESIDENTS ONLY

1. Revised Scope of Work

- Health Screening and QNA Wellness Education (3 Hours)
- Food Distribution (1 Hour)
- 100 North Miami residents will benefit from these programs quarterly, totalling 400 for 2019-2020 fiscal year

2. Wellness Program and Health Screening

- One workshop per quarter featuring health professional addressing related wellness and wellness issue topics. (Total 3 for the year)
- A pharmacist to educate participants on how to manage their prescriptions in collaboration with their primary doctor. Also assist disable client leaving alone once a quarter with their prescription. (Total 4 for the year)

3. Work Schedule

DATE	25-Jan-20	30-May-20	29-Aug-20	10-Oct-20
LOCATION	Ebenezer Baptist Church	St. James Catholic Church	St James Catholic Church	Griffin Community Center
ADDRESS	13245 NW 7 TH AVE N.M FL.33168	13155 NW 7 TH AVE.	13155 NW 7 TH AVE	12220 Griffin Blvd
TIME	9 am – 12 pm	9 am – 1 2 pm	9 am - 12 pm	8 am - 6 pm

4. Method of Income Determination

2018 80% Low Income Guidelines Used to Determine Eligibility

Family Size	6-Month Income
1	\$6,034
2	\$9,884
3	\$13,571
4	\$16,751
5	\$19,769
6	\$23,120
Each additional Family member	Add \$3,352

MJD Wellness and Community Center will determine each participant's income eligibility by reviewing two recent paystubs. However, Individual receiving food stamps or is 65 years old and over is automatically eligible.

5. Program Budget based on Award amount

Revenues		
North Miami Grant Award	\$8,000.00	
Total	\$8,000.00	
Expenses		
Description		Expenditures
Rental Facility		\$ 4,800
Outreach Material		\$1,200.00
Transportation		\$2,000.00
Total		\$8,000.00

6. DUNS Number

DUN#: 081250022

7. Vendor Registration Form

See Attachment

8. Evidence of Insurance

See Attachment



EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

CITY OF NORTH MIAMI
776 NE 125TH Street
NORTH MIAMI, FL 33161

A. Section **II** – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the acts or omissions of any insured listed under Paragraph **1.** or **2.** of Section **II** – Who Is An Insured:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section **III** – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.