

RESOLUTION NO. 2022-077

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, RETROACTIVELY AUTHORIZING THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM FUNDS IN AN AMOUNT NOT TO EXCEED \$60,000.00 FOR THE PROVISION OF MENTAL HEALTH SERVICES TO INCOME-ELIGIBLE RESIDENTS OF THE CITY; AUTHORIZING THE MAYOR OR HIS DESIGNEE, TO EXECUTE ANY AND ALL NECESSARY AGREEMENTS IN FURTHERANCE OF THE PROJECT; AMENDING THE CITY'S FISCAL YEAR 2021-2022 AS SUBMITTED TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD); AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Mayor and the City Council adopted Hialeah, Fla. Resolution 2021-097 (July 13, 2021) approving the Action Plan Budgets for the U.S. Department of Housing and Urban (HUD) Development's Office of Community Planning and Development's (CPD) Program Year 21, which commenced on October 1, 2021 and ends September 30, 2022;

WHEREAS, HUD awarded the City \$2,763,085.00 in Community Development Block Grant funds for use in Public Services, Public Facilities Improvements and Infrastructure, Microenterprise Business Assistance and Program Administration;

WHEREAS, the Mayor and the City Council subsequently approved Hialeah, Fla. Resolution 2021-097 authorizing the use of CDBG funds to provide a variety of services;

WHEREAS, upon approval by the Mayor and Council to award CDBG funds, the City was to draft funding agreements for each entity receiving grant funds;

WHEREAS, City staff inadvertently failed to draft and execute an agreement for CDBG funding for Citrus Health Network, Inc. to provide mental health services to income-eligible residents of the City as a Public Service; and

WHEREAS, City staff inadvertently released funds to Citrus Health Network, Inc. without a funding agreement as required by HUD rules.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

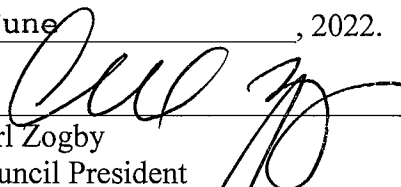
Section 1: The foregoing facts and recitations contained in the preamble to this resolution are hereby adopted and incorporated by reference as if fully set forth herein.

Section 2: The City of Hialeah, Florida hereby approves the retroactive use of Community Development Block Grant (CDBG) Program funding in an amount not to exceed \$60,000.00 for the provision of mental health services to income-eligible residents of the City.

Section 3: The City hereby authorizes the Mayor, or his designee, and the City Clerk, as an attesting witness, to execute any and all agreements required in furtherance of this Resolution.

Section 4: This Resolution shall become effective when passed by the City Council and signed by the Mayor or at the next regularly scheduled City Council meeting, if the Mayor's signature is withheld or if the City Council overrides the Mayor's veto.

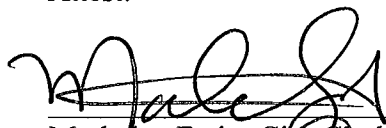
PASSED AND ADOPTED this 14 day of June, 2022.



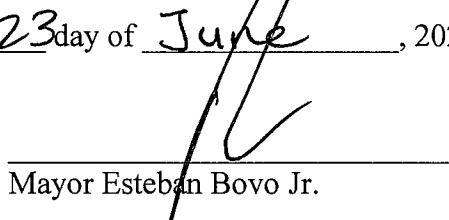
Carl Zogby
Council President

Attest:

Approved on this 23 day of June, 2022.



Marbelys Fatjo, City Clerk



Mayor Esteban Bovo Jr.

Approved as to form and legal sufficiency:



Lorena E. Bravo, City Attorney

Resolution was adopted by 6-0-1 vote with Councilmembers Calvo, Garcia-Roves, Casáls-Muñoz, Rodriguez, Tundidor, and Zogby voting "Yes" and with Council Vice President Perez absent.

**COMMUNITY DEVELOPMENT BLOCK GRANT
PROGRAM AGREEMENT BETWEEN
THE CITY OF HIALEAH AND (ORGANIZATION_NAME)**

THIS AGREEMENT, entered into this **1st day of October, 2021** by and between the **CITY OF HIALEAH**, a Florida municipal corporation through its **Department of Grants and Human Services**, having its principal office at 501 Palm Avenue, 1st Floor, Hialeah, Florida, 33010, hereinafter referred to as the "City," and **(NAME OF ORGANIZATION)**, a not-for-profit Florida corporation with offices located at **(ORGANIZATION STREET ADDRESS)**, **(CITY)**, **(STATE)** **(ZIP)**, hereinafter referred to as the "Subrecipient."

FUNDING SOURCE: COMMUNITY DEVELOPMENT BLOCK GRANT
AMOUNT: \$[###.###.##]

WHEREAS, the City of Hialeah has entered into an Agreement with the Department of Housing and Urban Development ("HUD") for the purpose of implementing a Housing and Community Development Program with Federal assistance under Title I of the Housing and Community Development Act of 1974, as amended; and

WHEREAS, the Subrecipient represents that it is willing, able and competent to perform the services required to operate the program, as described in the Scope of Services, to be located in Hialeah at **(STREET ADDRESS)**, and the City finds this Subrecipient qualified to operate this program; and

WHEREAS, the Subrecipient certifies that it possesses the legal authority to enter into this Agreement by way of a resolution, motion or similar action that has been duly adopted or passed as an official act of the board of directors of the Subrecipient, authorizing the execution of the Agreement, including all understandings and assurances contained herein, and authorizing the person identified as the official representative of the Subrecipient to act in connection with this Agreement and to provide such additional information as may be required; and

WHEREAS, the City desires to engage the Subrecipient to render certain services in connection therewith.

NOW, THEREFORE, in consideration of the above, the parties hereto agree as follows:

ARTICLE I
SCOPE OF SERVICES

The Subrecipient hereby agrees to provide a program as described in the Scope of Services and a Budget to include a description of the work to be performed and a schedule for completing the work. Attached hereto and made a part hereof by reference thereto as **Attachment I**.

ARTICLE II
CONDITION OF SERVICES

The Subrecipient agrees to the following:

A. As a necessary part of this Agreement, the Subrecipient agrees to provide the City with the following standard requirements at the time of application, except as otherwise provided:

1. Copy of Subrecipient's Articles of Incorporation or Charter and Bylaws;

2. List of officers and members of the Board (names, addresses, telephone numbers and title or position held); and
3. Names and positions or titles of key administrative staff who will carry out this program. This must be updated as needed, throughout contract period;

The following must be provided within fifteen (15) days of acquisition:

1. An inventory of all capital assets acquired under this Agreement,
2. SAM registration

In the event of changes to any of the above, these must be reported within fifteen (15) days of occurrence. In no event will any reimbursement begin until this is provided.

B. The Subrecipient shall maintain in its file the documentation which describes that the program provides the required services. Such records shall include, but not limited to, the following:

1. Client profiles identifying ethnicity, race and gender, type of business, (i.e., manufacturing, services, construction) and type of services provided; and
2. An outreach plan which ensures equitable participation by all eligible residents in Hialeah.

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

1. A recordkeeping system identifying, at minimum, name, telephone number and nature of citizen inquiries and complaints; and
2. Responses to inquiries and/or resolutions of any complaints.

In such events, the subrecipient must notify the City through zoomgrants immediately, within a period not to exceed 48 hours.

D. The Subrecipient shall abide by the Federal requirements of 2 CFR 200 Part 2400, and 24 CFR 570.600-614 Subpart K, as applicable, hereby incorporated and made a part of this Agreement, as **Attachment II**.

E. The Subrecipient agrees that to the greatest extent feasible, opportunities for training and employment shall be given to low and moderate income persons residing in the City of Hialeah, particularly minority group members.

ARTICLE III **TERM OF AGREEMENT**

This Agreement shall be deemed effective upon approval and release of funds by the United States Department of Housing and Urban Development or upon execution of this Agreement by all parties, whichever occurs later.

The project shall commence on **October 1, 2021** and shall continue through **September 30, 2022**.

ARTICLE IV **TERMINATION**

The City of Hialeah will not fund any organization that has an unaddressed program monitoring finding from either the City or any other public funding source or has been deemed to be non-compliant with contractual obligations within the last twelve (12) calendar months.

The Subrecipient may terminate this Agreement, without cause, by written notice to the City of such intent to be terminated at least ninety (90) days prior to the effective date of such termination. The City retains the right to terminate this Agreement, without cause at any time prior to the completion of the services required without penalty to the City. In that event, notice of termination of this Agreement shall be in writing to the Subrecipient who shall be paid for those services performed prior to the date of its receipt of notice of termination, unless the Subrecipient has defaulted on the terms of this agreement. In no case, will the City pay the Subrecipient an amount in excess of the total sum provided by this Agreement.

It is hereby 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 default under the terms of this Agreement. If the Subrecipient is in default, then the City shall in no way be obligated and shall not pay the Subrecipient any sum whatsoever.

The City may suspend or terminate payment of this project, in whole or in part, for default. Default shall include, but is not limited to, the following:

- A. Failure to comply and/or perform in accordance with this Agreement;
- B. Submission to the City of reports which are incorrect or incomplete in any material respect;
- C. If for any reason the implementation of this Agreement is rendered impossible or unfeasible;
- D. Filing of a voluntary petition in bankruptcy or reorganization, or making any assignment for the benefit of creditors, or seeking any similar relief under any present or future statute, law or regulation relating to relief of debtors;
- E. Adjudicated bankrupt or have any involuntary petition in bankruptcy filed against it; and
- F. Default under any note or mortgage obligation on the property, including the commencement of foreclosure proceedings against the property and/or filing of a lis pendens on the property.
- G. Failure from the Subrecipient to submit any additional documentation as requested by the City more than three (3) times.

The City shall notify the Subrecipient, in writing, when payments are being withheld for default. Such notification shall specify a reasonable date for compliance, which shall be no less than fifteen (15) days from the notification date, and specify the corrective action to be taken by the Subrecipient.

It is further understood that if regulatory constraints are placed on the funds by the Department of Housing and Urban Development which impede the progress or advancement of the project, or if the funds are curtailed, this Agreement will terminate upon such notification as set forth herein.

The City shall notify the Subrecipient in writing when default is found for termination of the Agreement. The Subrecipient shall be given fifteen (15) days in which to repay funds not expended or committed prior to final action being taken by the City. Upon termination of the Agreement, the Subrecipient and the City

shall meet to determine if any amounts are to be repaid to the City or if additional amounts are due to the Subrecipient. In the event of such determination, the City may pursue all legal or equitable remedies to enforce its rights arising out of or in connection with the Agreement.

ARTICLE V MODIFICATIONS

Any alterations, variations, modifications or waivers of this Agreement shall only be valid when they have been provided in writing and duly signed by both parties. Any changes which do not substantially change the scope of the project and/or the project implementation schedule or increase the total amount payable under this Agreement shall be valid only when provided in writing and signed by the City and the Subrecipient. The Subrecipient must comply with the requirements of 24 CFR § 84.25 pertaining to the revision of budget and program plans.

As a result of the City's Action Plan being due at the end of every fiscal year, any requests to amend this agreement will not be considered 90 days prior to closing of fiscal year.

ARTICLE VI METHOD OF PAYMENT

Upon execution of this Agreement, the City shall make payments to the Subrecipient based on reimbursement for services already performed or costs incurred according to the Scope of Services in Attachment I. The Subrecipient shall furnish accurate and complete documentation of actual expenditures to the City prior to reimbursement.

A. All requests for reimbursements shall be submitted to the Department of Grants and Human Services for review, approval and processing on a **monthly basis** and said reimbursement package shall be due by the **10th day of each month** starting on **November 10, 2021** and shall continue through **October 10, 2022**. All reimbursement packages must be uploaded via www.Zoomgrants.com .

B. In order for the Subrecipient to sufficiently meet the allotted expenditure amount pursuant to this agreement, **the subrecipient shall expend at least \$5,000.00 (\$60,000.00/12 months) per month during the term of agreement**. In the event that the Subrecipient is unable to meet the set amount for any given month within the term of agreement, **the Subrecipient must document and submit a written explanation of why they were unable to comply with the monthly expenditure goal. No further reimbursements will be dispersed if corrective action summary is not provided.**

C. Payments will be for reimbursement of incurred expenses, according to the approved budget. The City agrees to pay the Subrecipient for administrative costs incurred in the execution of this Agreement within the budget upon submission of invoices, canceled checks or other proof of reimbursable expenses acceptable to the City. The City of Hialeah does not fund Indirect Costs. Indirect Costs are those that have been incurred from common or joint objectives that cannot be readily identified with the particular activity or service approved by City Council. Only those costs incurred for the specific CDBG activity or service outlined in the approved Scope of Services in Attachment I shall be reimbursed. Administrative costs will be considered as direct cost and all conditions specified at 2CFR 200.413 need to be met.

D. All reimbursement requests shall be in a manner acceptable to the City and other funding agencies. All documentation in support of such requests shall be submitted to the City at the time the request is made and all invoices shall be paid by the Subrecipient immediately within receipt of payment by the City.

E. To be eligible for reimbursement of personnel costs, the Subrecipient shall submit to the City for approval personnel policies of the Subrecipient within fifteen (15) working days of the date hereof. The

personnel policies shall include pay schedules, work hours, fringe benefits and job descriptions. Work history duties in connection with this Agreement shall be those used by the Subrecipient in the ordinary course of its business; provided, however, that such policies shall conform to all provisions of federal, State and local laws, rules and regulations.

F. To be eligible for reimbursement costs of salaries, timesheet marked as **Attachement III** and attached to this Agreement, must be kept of daily hours worked and paid for with CDBG funds for each individual. No reimbursements will be allowed or approved unless this timesheet is submitted as documentation to the Department of Grants and Human Services for review, approval and processing.

G. All petty cash accounts must be justified with proper documentation, including invoices.

H. Requests for budget line-item changes will be made to the City and will be subject to the City's prior review and authorization.

ARTICLE VII **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 or any designated public agencies.

The Subrecipient covenants that none of the above-described people if they exercise or have exercised any functions or responsibilities under this Grant or who are in a position to participate in a decision-making process or gain inside information with regard to such activities may obtain a financial interest in any contract, subcontract or benefit from a Community Development Block Grant ("CDBG")-assisted activity or have a financial interest in any contract, subcontract or agreement with respect to a C.D.B.G.-assisted activity or the proceeds of CDBG-assisted activity either for themselves or those with whom they have family or business ties during their tenure or for one year thereafter.

Any such interest on the part of the Subrecipient or its employees shall be disclosed in writing to the City's Department of Grants and Human Services. The Subrecipient agrees to abide and be governed by the conflict of interest requirements by the United States Department of Housing and Urban Development, the State, the County, and the City, which is incorporated herein. The Subrecipient is aware of the conflict of interest laws of the City, particularly, Hialeah Code ch. 26, Art. I and II; Miami-Dade County, particularly, Code of Miami-Dade County, Florida §§ 2-11.1 et seq.; State of Florida, particularly, Chapter 112 Part III, Florida Statutes; and the United States Department of Housing and Urban Development, particularly, 24 CFR Part 570 § 570.611, and 24 CFR Part 84 § 84.42 and agrees that it shall fully comply with such provisions. Attached hereto and made a part hereof as **Attachment IV and V** are copies of the aforesaid laws.

Subrecipient covenants that no person who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement have any personal financial interests, direct or indirect, with the Subrecipient. Subrecipient further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed by the Subrecipient. Any conflict of interest attributable to the Subrecipient or its employees must be disclosed in writing to the City immediately upon discovery.

Subrecipient warrants that it has not employed or retained any person employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person employed by the City any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of this Agreement.

ARTICLE VIII **INDEMNIFICATION**

A. **Tort Liability.** Subrecipient agrees to indemnify, defend and save and hold the City, its employees, directors, officers, agents, independent contractors (other than the Subrecipient), successors and assigns, harmless against any and all liabilities, losses, costs and expenses (including, without limitation, any and all attorney’s fees, court costs and expenses through trial and/or administrative hearing and on appeal) arising from or in connection with any negligent acts, omissions or neglect of Subrecipient, or any of Subrecipient’s agents, invitees, licensees, representatives, successors or assigns, including, but not limited to, any default (hereinafter defined in Article IV) except where the City, its employees, directors, officers, agents, independent contractors (other than the Subrecipient), successors and assigns, is grossly negligent or commits an intentional act or omission. In regard to any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, expenses (including attorney’s fees) and liabilities which arise from the joint or concurrent negligence of the City and the Subrecipient, each party shall assume responsibility in proportion to the degree of its respective fault. The indemnity provided by the City is subject to the limitations of Section 768.28, Florida Statutes and the amounts stated in Section 768.28, Florida Statutes.

B. **Contract Liability.** Subrecipient agrees to indemnify, defend, save and hold the City, and the City’s employees, directors, officers, agents, independent contractors, successors and assigns, harmless against any and all liabilities, losses, costs and expenses (including, without limitation, any and all attorney’s fees, court costs and expenses through trial and/or administrative hearing and on appeal) arising from or in connection with this Agreement or any contract or agreement the Subrecipient may enter into with third parties pursuant to this Agreement, except as so provided herein.

ARTICLE IX
REPORTS

The quarterly reports are due to be received by the City no later than fifteen (15) days after each quarter has ended. For purposes of this agreement, the quarters will be as follows:

A. The Subrecipient shall submit to the City a quarterly report comparing expenditures to the approved budget, as well as such other reports as may be reasonably required.

B. The Subrecipient shall prepare and retain, and permit the City to inspect as it deems necessary for grant purposes, any records that may be relevant to Federal, State or local directives.

C. The Subrecipient shall transmit to the City in writing, monthly reports regarding current activities and the progress of the Subrecipient’s activities.

D. In addition to requesting reports, the City may carry monitoring and/or evaluation activities to include at least one visit and/or observation by the City staff.

E. Whenever reports, forms or other data are required of the Subrecipient herein, fifteen (15) days prior notice in writing of such shall be provided whenever possible. The reporting periods for the quarterly reports are as follows:

- I. October-December
- II. January-March
- III. April-June
- IV. July-September

Timeline for end of quarter and due dates for each corresponding report will be as follows for the present program year: **CDBG – FY 2021-2022:**

Due Date	CDBG TIMELINE FOR PROGRAM YEAR 2021 – 2022
No later than	1 st Quarterly Performance Report (period of October – December) must be uploaded through Zoomgrants.

January 15 th	
No later than April 15 th	2 nd Quarterly Performance Report (period of January – March) must be uploaded through Zoomgrants.
No later than July 15 th	3 rd Quarterly Performance Report (period of April – June) must be uploaded through Zoomgrants.
No later than October 15 th	Final Performance Report (period of July – September) must be uploaded through Zoomgrants.

F. All reports, audits, and evaluations either submitted to the City on a quarterly basis, or acquired through monitoring and/or evaluation will be thoroughly reviewed by the City. Any intentional material discrepancies, incomplete or inadequate information either received on a quarterly basis or through monitoring and evaluation, will constitute just and legal cause for the City to terminate this Agreement at any time thereafter.

G. Final evaluation and the reports for the final month of the Agreement shall contain a final evaluation that includes the cumulative totals, statistical findings (e.g. money spent to render actual services to each client), and the effectiveness of the program for the project year. The final evaluation report is due fifteen (15) days after expiration to the Agreement. These reports/evaluations must be received on the respective due dates.

H. 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.

ARTICLE X
AUDIT AND INSPECTIONS

At any time during normal business hours and as often as the City Administration and/or the Comptroller of the United States may deem necessary, there shall be made available to the City Administration and/or representatives of the Comptroller to audit, examine and make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters related to this Agreement. It is further understood that all records and supporting documents pertaining to this Agreement shall be kept for a minimum period of four (4)-years. The retention and access period starts from the date of the submission of the annual performance and evaluation report in which the specific activity is reported on for the final time. The Subrecipient must request approval from the City before disposing of any records under this Agreement.

If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the four (4)-year period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the four (4)-year period, whichever is later. During the course of an audit, if the City determines that any payment made to the Subrecipient does not constitute an allowable expenditure, then the City will have the right to deduct or reduce those amounts from the related invoices. The Subrecipient must maintain records necessary to document compliance with the provisions of the Agreement.

In addition, the Subrecipient agrees to submit an independent audit report, in accordance with 2 CFR 200, no later than ninety (90) days, upon expiration of this Agreement, a copy of which is hereby incorporated and made a part of this Agreement as **Attachment V**. In addition, the Subrecipient must submit copies of letters of noncompliance issued by the auditors as they pertain to the Grant.

ARTICLE XI
COMPLIANCE WITH LOCAL STATE AND FEDERAL REGULATIONS

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 [the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)]. 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.

ARTICLE XII
ADDITIONAL CONDITIONS AND COMPENSATION

It is expressly understood and agreed by the parties hereto that funds contemplated by this Agreement are provided through grants of Federal Community Development Block Grant funds. Subrecipient agrees that this agreement is contingent upon an environmental assessment by the City or third party selected by the City and agrees to comply with any and all conditions and suggested remedial or corrective action resulting from the environmental assessment. Upon receipt of any environmental assessment, the City may proceed, modify or cancel the activity or project based on the results of a review of the environmental assessment.

ARTICLE XIII
REVERSION OF ASSETS

The Subrecipient agrees that upon termination of this Agreement, the remainder of unused or unencumbered funds received under this Agreement as well as capital assets acquired under this Agreement shall be returned to the City.

The Subrecipient agrees that any real property under the Subrecipient's control that was acquired or improved, in whole or in part, with program funds in excess of \$25,000 is:

- A. Used to meet one of the objectives under the program for a period of five (5) years after expiration of the Agreement; and
- B. Disposed of in a manner that provides reimbursement to the City in the amount representing the fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvements to the property.

ARTICLE XIV
PROGRAM INCOME

The Subrecipient agrees that any program income received must be reported to the City in writing within fifteen (15) days. Program income may **only** be used toward eligible activities. For activities undertaken with program income, all of the provisions of this Agreement shall apply. It is further understood that upon expiration or termination of this Agreement, the Subrecipient shall transfer to the City any and all funds acquired under this grant and any and all accounts receivable attributable to the use of these funds.

The Subrecipient shall submit quarterly reports to include, but not be limited to, program income received and provide proper documentation of the disbursement of these funds.

ARTICLE XV
INSURANCE

The Subrecipient shall obtain immediately upon execution of this Agreement and maintain during the term of this Agreement insurance as specified below.

A. Workers' Compensation Insurance as required by Chapter 440, Florida Statutes.

B. Public Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit for bodily injury and property damage. Policy shall be endorsed to include the City as an additional insured.

C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work in an amount not less than \$300,000 combined single limit for bodily injury and property damage combined.

The Public 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. The insurance policies required above shall be issued with companies authorized to do business under the laws of the State of Florida. They shall have a general policy holders rating of "A" or better and a financial rating of 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 XVI
CIVIL RIGHTS

The Subrecipient agrees to abide and be governed by Title VI and VII, Civil Rights Act of 1964 (42 U.S.C. §§ 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, sex, religion, 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 the Agreement.

The Subrecipient also agrees to abide and be governed by the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 et seq. which provide, in pertinent part, that there shall be no discrimination against persons in any area of employment because of age.

The Subrecipient agrees to abide and be governed by Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C § 794 and Title III of the American with Disabilities Act, Public Law 101-336, which prohibits discrimination on the basis of disability.

ARTICLE XVII
NOTICES

It is understood and agreed between the parties hereto that all notices which may arise in connection with this Agreement shall be considered sufficient when made in writing and mailed or delivered to the appropriate address appearing on Page 1 of this Agreement or such other address as may be designated in writing upon the relocation of the Subrecipient or principal place of business.

ARTICLE XVIII
SUBCONTRACTS

The Subrecipient agrees that no assignment or subcontract will be allowed in connection with this Agreement without notice in writing and the prior written approval of the City and that all such subcontractors or assignees shall be governed by the terms and intent of this Agreement.

ARTICLE XIX
ACCESS TO RECORDS

The Subrecipient 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 a financial audit by any of these representatives when deemed necessary 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 or compliance with this Agreement to those personnel as may be designated by the City.

ARTICLE XX
PERFORMANCE REVIEW

The City or its designee 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 such review.

ARTICLE XXI
PATENT AND COPYRIGHTS

The Subrecipient agrees that the United States Department of Housing and Urban Development and the City retain patent rights and copyrights on any project which involves research, developmental, experimental or demonstration work.

ARTICLE XXII
PROJECT PUBLICITY

The Subrecipient agrees that any news release or other type of publicity pertaining to the project as stated herein must recognize the City and any other funding sources as the recipient funded by the United States Department of Housing and Urban Development and the entity which provided funds for the project.

ARTICLE XXIII
DRUG/ALCOHOL

The Subrecipient agrees to administer in good faith a policy to ensure that its employees and the assisted program is free from illegal use, possession or distribution of drugs or alcohol by its beneficiaries in accordance with the Drug-Free Work Place of 1988 (42 U.S.C. § 701) and 24 CFR Part 24, Subpart F, of HUD

ARTICLE XXIV
DEBARMENT/SUSPENSION

The Subrecipient agrees to abide by and comply with the requirements of 24 CFR Part 24, regarding debarment and suspension, which provides that neither the Subrecipient nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible nor voluntarily excluded from participation in this covered transaction or in any proposal submitted in connection with the lower tier transactions.

ARTICLE XXV
MISCELLANEOUS PROVISIONS

A. **No Waiver.** The failure of the City to insist on the performance or observance by Subrecipient of any one or more conditions or covenants of this Agreement shall not be construed as a waiver or relinquishment of the future performance of any such covenants or conditions, and Subrecipient's obligation with respect to such future performance shall continue in full force and effect.

B. **Gender.** The terms City and Subrecipient, as herein contained, shall include the singular and/or the plural, the masculine, the feminine, and/or the neuter, the heirs, successors, executors, administrators, personal representatives and/or assigns, wherever and whenever the context so requires or admits.

C. **Captions.** The captions of the various paragraphs of this Agreement have been inserted for the purposes of convenience only. Such captions are not a part of this Agreement and shall not be deemed in any manner to modify, explain, enlarge or restrict any of the provisions contained in this Agreement.

D. **Counterparts.** This Agreement may be executed in several counterparts; all of which shall constitute one of the same Agreement between City and Subrecipient.

E. **Severability.** If any covenant or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such covenant or provision to persons or circumstances (other than those as to which it is held invalid or unenforceable) shall not be affected thereby, and each and every other such covenant and provision of this Agreement or portion thereof shall be valid and be enforced to the fullest extent permitted by law.

F. **Benefits: Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the successors of the City and Subrecipient and the assigns of the City and permitted assigns of Subrecipient, and shall be construed and enforced in accordance with the laws of the State of Florida. Venue for any litigation, which may arise in connection with this Agreement, shall be in Dade County, Florida. The Subrecipient agrees to be subject to the jurisdiction (subject matter and in personam) of the courts in Dade County, Florida, and to be amenable to process.

G. **Further Assurances.** All parties hereto upon the request of any other party shall execute such further instruments or documents as may be reasonably required by the requesting party to implement the terms, conditions and provisions of this Agreement.

(THIS SECTION LEFT BLANK INTENTIONALLY)

IN WITNESS WHEREOF, the parties hereto have executed these presents by their respective proper officers duly authorized thereunto, the day and year first above written.

CITY OF HIALEAH, FLORIDA
501 Palm Avenue
P.O. Box 110040
Hialeah, Florida 33011-0040

Authorized signature on behalf of
City of Hialeah

Annette Quintana, Director
Department of Grants and Human Services

ORGANIZATION NAME
STREET ADDRESS
CITY, STATE ZIP

Authorized signature on behalf of
ORGANIZATION NAME

WITNESSED BY:

Date

REP. NAME
TITLE

Date