

AGREEMENT BETWEEN CITY OF DELRAY BEACH
AND MILAGRO FOUNDATION, INC. DBA
MILAGRO CENTER
FOR FY 2016-2017 COMMUNITY DEVELOPMENT BLOCK GRANT
PUBLIC SERVICE ACTIVITY

THIS AGREEMENT, entered this _____ day of _____, 20____ by and between the CITY OF DELRAY BEACH, a Florida municipal corporation, hereinafter referred to as "CITY," and "MILAGRO FOUNDATION, INC. DBA MILAGRO CENTER, hereinafter referred to as "the SUBRECIPIENT," having its principal office at 695 Auburn Avenue, Delray Beach, Florida 33444-2734.

W I T N E S S E T H:

WHEREAS, the CITY has entered into an Agreement with the U.S. Department of Housing and Urban Development (HUD) for a grant from the United States Government under Title I of the Housing and Community Development Act of 1974, as amended (HCD Act), Public Law 93-383; for the execution and implementation of a Community Development Block Grant (CDBG) Program in the CITY, pursuant to Title I of the Housing and Community Development Act of 1974 (as amended); and

WHEREAS, the CITY desires to engage the SUBRECIPIENT to implement an activity of the Delray Beach CDBG Program to assist the CITY in utilizing such funds

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

ARTICLE I
DEFINITION AND PURPOSE

1. **Definitions**
 - 1.1 "CDBG" means Community Development Block Grant program.
 - 1.2 "HUD" means the U.S. Department of Housing and Urban Development.
 - 1.3 "24 CFR" refers to the Section of the Code of Federal Regulations pertaining to the U.S. Dept. of HUD.
 - 1.4 "Program Income" means gross income received directly generated or earned from the use of CDBG funds. Program Income includes, but is not limited to, interest earned on advances of federal funds or royalties received as a result of patents or copyrights produced under this grant.
 - 1.5 "OMB" means Office of Management and Budget.
 - 1.6 "Low- and Moderate-Income" means a household whose income is within specified income limits set forth by HUD.

- 1.7 Property:
- a. "Real Property" means land, land improvements, structures, fixtures and appurtenances thereto, excluding movable machinery and equipment.
 - b. "Personal Property" means personal property of any kind except real property.
 - c. "Nonexpendable Personal Property" means tangible (i.e., physical) personal property of a nonconsumable nature, with a value of \$500 or more per item, with a normal expected life of one or more years, not fixed in place, and not an integral part of a structure, facility or another piece of equipment.
 - d. "Expendable Personal Property" means all tangible personal property other than nonexpendable property.

2. Purpose

The purpose of this Agreement is to state the covenants and conditions under which the SUBRECIPIENT will implement the Statement of Work set forth in Article II of this Agreement.

ARTICLE II
STATEMENT OF WORK

The SUBRECIPIENT shall carryout the activities specified in Attachment A, "Scope of Services."

ARTICLE III
FUNDING AND METHOD OF PAYMENT

- 3.1 The maximum amount payable by the CITY under this Agreement will be Thirty Thousand Dollars and 00/100 (\$30,000.00).
- 3.2 The CITY will be billed by the SUBRECIPIENT and will disburse twelve (12) monthly payments in the amount of Two Thousand Five Hundred Dollars (\$2,500.00). Bills shall be submitted by the SUBRECIPIENT at least two weeks in advance.
- 3.3 Prior to receipt of CDBG funds (through reimbursement), SUBRECIPIENT shall submit the following documentation no later than the 10th day of each month covered by this Agreement, in a format prescribed by the CITY:
- a. Monthly Project Budget, detailing requested funds, included in this Agreement as "Attachment D".
 - b. Monthly Grantee Performance Report identifying the participant's levels of family income, race, ethnicity, and achievements of participants served by the program, included in this Agreement as "Attachment E".
 - c. Monthly timesheets and payroll reports reflecting actual time worked by the CDBG funded position (If applicable).
- 3.4 Release of funds is subject to the approval of the Director of Community Improvement.

ARTICLE IV
TERM OF AGREEMENT

The term of this Agreement shall be from October 1, 2016, to September 30, 2017.

ARTICLE V
SUSPENSION AND TERMINATION

- 5.1 Termination/Suspension of Payments/Agreement for Cause: If through any cause either party shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, Agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement or suspend payments in whole or in part by giving written notice of such termination or suspension of payments and specify the effective date of termination or suspension.

If payments are withheld, the CITY shall specify in writing the actions that must be taken by the SUBRECIPIENT as a condition precedent to resumption of payments and shall specify a reasonable date for compliance. Sufficient cause for suspension of payments shall include, but not be limited to:

- a. ineffective or improper use of CDBG funds,
 - b. failure to comply with the Statement of Work or terms of this Agreement,
 - c. failure to submit reports as required,
 - d. submittal of materially incorrect or incomplete reports,
 - e. failure to comply with any additional conditions that may be imposed by HUD.
- 5.2 Termination for Convenience of City: The CITY may terminate this Agreement without cause at any time, by giving at least ten (10) working days notice in writing to the SUBRECIPIENT. If this Agreement is terminated by the CITY as provided herein, the SUBRECIPIENT will be paid for allowable services performed under Article II of this Agreement until the effective date of the termination.
- 5.3 Termination for Convenience of the SUBRECIPIENT: At any time during the term of this Agreement, the SUBRECIPIENT may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the CITY. Upon termination, the SUBRECIPIENT shall be paid for services rendered pursuant to this Agreement through and including the date of termination.

ARTICLE VI
RECORDS AND REPORTS

- 6.1 The SUBRECIPIENT agrees to retain supporting documentation relating to activities funded by this Agreement for a period of five years after the termination of the Agreement.
- 6.2 The SUBRECIPIENT shall submit monthly reports in a format prescribed by the CITY per the schedule in Article III of this Agreement.
- 6.3 The SUBRECIPIENT agrees to submit upon request other documentation which may later be determined necessary to assure compliance with this Agreement.

ARTICLE VII
PROGRAM INCOME

The SUBRECIPIENT agrees to expend CDBG funds for the purpose outlined in Article I of this Agreement. It is not anticipated that program income shall be generated from this allocation. However, such income, if generated, may be retained by the SUBRECIPIENT and used for costs that are in addition to the approved costs of this Agreement, provided that such costs specifically further the objectives of this Agreement. Under no circumstances shall the SUBRECIPIENT use program income to pay for charges or expenses that are specifically not allowed pursuant to the terms of this Agreement and applicable federal regulations or rules. The use of program income by the SUBRECIPIENT shall comply with the requirements set forth at 24 CFR 570.504.

ARTICLE VIII
PUBLICITY

The SUBRECIPIENT shall ensure that all publicity, public relations, advertisements and signs, recognize the CITY and the CDBG Program for the support of all contracted activities. The use of the official CITY logo is permissible, but all signs used to publicize CITY contracted activities must be approved by the CITY prior to being posted.

ARTICLE IX
GENERAL CONDITIONS

- 9.1 Federal, State, County and CITY Laws and Regulations: The SUBRECIPIENT shall comply with applicable provisions of applicable federal, state, County, and CITY laws, regulations and rules, including OMB A-122, OMB A-21, OMB A-133.

The SUBRECIPIENT shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap; Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, or national origin; the Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; Title VIII of the Civil Rights Act of 1968, as amended, and Executive Order 11063 which prohibits discrimination in housing on the basis of race, color, religion, sex, or national origin; Executive Order 11246, as amended which requires equal employment opportunity; and with the Energy Policy, amended and Conservation Act (Pub.L 94-163) which requires mandatory standards and policies relating to energy efficiency.

The SUBRECIPIENT shall report its compliance with Section 504 of the Rehabilitation Act whenever so requested by the CITY. The SUBRECIPIENT shall comply with all applicable requirements of the Americans with Disabilities Act (ADA) of 1990, including, but not limited to, those provisions pertaining to employment, program services, transportation, communications, access to facilities, renovation and new construction.

The SUBRECIPIENT shall comply with all federal laws and regulations pertaining to environmental standards described in 24 CFR Subpart K, except that:

- a. The SUBRECIPIENT does not assume the CITY's environmental responsibilities described at 570.604, and
- b. The SUBRECIPIENT does not assume the CITY's responsibility for initiating the review process under the provisions of 24 CFR part 52.

- 9.2 Opportunities for Residents and Civil Rights Compliance: The SUBRECIPIENT agrees that no person shall on the grounds of race, color, national origin, religion, or sex be excluded from the benefits of, or be subjected to, discrimination under any activity carried-out by the performance of this Agreement. To the greatest feasible extent, lower-income residents of the project areas shall be given opportunities for training and employment; and to the greatest feasible extent, eligible business concerns located in or owned in substantial part by persons residing in the project areas shall be awarded contracts in connection with the project.
- 9.3 Evaluation and Monitoring: The SUBRECIPIENT agrees that the CITY will carry out periodic monitoring and evaluation activities as determined necessary and that the continuation and/or renewal of this Agreement is dependent upon satisfactory evaluation conclusions. Such evaluations will be based on the terms of this Agreement, comparisons of planned versus actual progress relating to activity scheduling, budgets, audit reports, and output measures. The SUBRECIPIENT agrees to furnish upon request to the CITY and make copies of transcriptions of such records and information as is determined necessary by the CITY. The SUBRECIPIENT shall submit on a schedule set by the CITY and at other times upon request, information and status reports required by the CITY to enable the evaluation of said progress and to allow for completion of reports required of the CITY by HUD. The SUBRECIPIENT shall allow the CITY or HUD to monitor its agency on site. Such site visits may be scheduled or unscheduled as determined by the CITY or HUD.
- 9.4 Audits: Nonprofit organizations that expend \$500,000 or more annually in federal awards shall have a single or program specific audit conducted accordance with OMB A-133. Nonprofit organizations that expend less than \$500,000 annually in federal awards shall be exempt from an audit conducted in accordance with OMB A-133, although their records must be available for review. These agencies are required by the CITY to submit "reduced scope" audits (e.g., financial audits, performance audits). Each audit shall cover a time period of not more than 12 months and an audit shall be submitted covering each assisted period until all the assistance received from this Agreement has been reported on. A copy of the audit report must be received by the CITY no later than six months following each audit period.

The SUBRECIPIENT shall maintain all records in accordance with generally accepted accounting principles, procedures, and practices which shall sufficiently and properly reflect all revenues and expenditures of funds provided directly or indirectly by the CITY pursuant to the terms of this Agreement.

- 9.5 Uniform Administrative Requirements: The SUBRECIPIENT agrees to maintain books, records and documents in accordance with accounting procedures and practices which sufficiently and properly reflect all expenditures of funds provided by the CITY under this Agreement. The SUBRECIPIENT is required to comply with the following uniform administrative requirements:
- a. Specific provisions of the uniform administrative requirements of OMB Circular A-110, as implemented at 24 CFR Part 84, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations."
 - b. OMB Circular A-122 "Cost Principles for Non-Profit Organizations" (a list of allowable and unallowable costs appears in Attachment B).
 - c. Applicable provisions of 24 CFR 570.502.

- 9.6 Lobbying Prohibition: The SUBRECIPIENT shall certify that no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 Agreement, 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 Agreement, grant, loan, or cooperative Agreement.

The SUBRECIPIENT shall disclose to the CITY 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 Agreement.

- 9.7 Section 3 Requirements: The SUBRECIPIENT agrees to comply with all Section 3 requirements applicable to contracts funded through this Agreement. Information on Section 3 is available from the CITY upon request. The SUBRECIPIENT shall include the following, referred to as the Section 3 Clause, in every solicitation and every contract for every Section 3 covered project:

Section 3 Clause

- a. The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this Agreement agree to comply with HUD's requirements in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- c. The SUBRECIPIENT agrees to send to each labor organization or representative of workers with which the SUBRECIPIENT has a collective bargaining Agreement or other understanding, if any, a notice advising the labor organization or workers representative of the SUBRECIPIENT's commitment under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- d. The SUBRECIPIENT agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take

appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The SUBRECIPIENT will not subcontract with any subcontractor where the SUBRECIPIENT has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

- e. The SUBRECIPIENT will certify that any vacant employment positions, including training positions, that are filled (1) after the SUBRECIPIENT is selected but before the contract is executed and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the SUBRECIPIENT's obligations under 24 CFR Part 135.
- f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

9.8 Insurance: The SUBRECIPIENT shall furnish to the CITY, c/o the Community Improvement Department, certificate(s) of insurance evidencing coverage that meets the requirements outlined in Attachment C.

9.9 Property: Any real property under the SUBRECIPIENT's control that was acquired or improved in whole or in part with CDBG funds received from the CITY in excess of \$25,000 shall be either:

- a. Used to meet one of the three CDBG national objectives required by and defined in 24 CFR Part 570.208 for five years following the expiration or termination of this Agreement, or for such longer period of time as determined by the CITY; or
- b. Not used to meet a CDBG national objective, in which case the SUBRECIPIENT shall pay to the CITY an amount equal to the market value of the property as may be determined by the CITY, less any proportionate portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Reimbursement is not required after the period of time specified in Paragraph 9.9.a., above.

Any real property under the SUBRECIPIENT's control that was acquired or improved in whole or in part with CDBG funds from the CITY for \$25,000 or less, shall be disposed of at the expiration or termination of this contract, in accordance with instructions from the CITY.

All real property purchased in whole or in part with funds from this and previous Agreements with the CITY, or transferred to the SUBRECIPIENT after being purchased in whole or in part with funds from the CITY, shall be listed in the property records of the SUBRECIPIENT and shall include a legal description, size, date of acquisition, value at time of acquisition, present market value, present condition, address or location, owner's name if different from the SUBRECIPIENT, information on the transfer or disposition of the property, and map. The property records shall describe the programmatic purpose for which the property was acquired and identify the CDBG national objective that will be met. If the property was improved, the records shall describe the programmatic purpose for which the improvements were made and identify the CDBG national objective that will be met.

All nonexpendable personal property purchased in whole or in part with funds from this and previous Agreements with the CITY shall be listed in the property records of the

SUBRECIPIENT and shall include a description of the property, location, model number, manufacturer's serial number, date of acquisition, funding source, unit cost at the time of acquisition, present market value, property inventory number, information on its condition, and information on transfer, replacement, or disposition of the property.

The SUBRECIPIENT shall obtain prior written approval from the CITY for the disposition of real property, expendable personal property, and nonexpendable personal property purchased in whole or in part with funds given to the SUBRECIPIENT pursuant to the terms of this Agreement. The SUBRECIPIENT shall dispose of all such property in accordance with instructions from the CITY. Those instructions may require the return of all such property to the CITY.

- 9.10 Reversion of Assets: The SUBRECIPIENT shall return to the CITY, upon expiration or termination of this Agreement, all the assets owned or held as a result of this Agreement, including, but not limited to any funds on hand, any accounts receivable attributable to these funds, mortgages, notes, and other collateral and any overpayments due to unearned funds or costs disallowed pursuant to the terms of this Agreement that were disbursed to the SUBRECIPIENT by the CITY. The SUBRECIPIENT shall within 30 days of expiration or termination of this Agreement execute any and all documents as required by the CITY to effectuate the reversion of assets. Any funds not earned, as described and provided for in OMB A-122, by the SUBRECIPIENT prior to the expiration or termination of this Agreement shall be retained by the CITY.
- 9.11 Conflicts with Applicable Laws: If any provision of this Agreement conflicts with any applicable law or regulation, only the conflicting provision shall be deemed by the parties hereto to be modified to be consistent with the law or regulation or to be deleted if modification is impossible. However, the obligations under this Agreement, as modified, shall continue and all other provisions of this Agreement shall remain in full-force and effect.
- 9.12 Renegotiation or Modification: Modifications of provisions of the Agreement shall be valid only when in writing and signed by duly authorized representatives of each party. The parties agree to renegotiate this Agreement if the CITY determines, in its sole and absolute discretion, that federal, State and/or CITY revisions of any applicable laws or regulations, or increases or decreases in budget allocations make changes in this Agreement necessary.
- 9.13 Right to Waive: The CITY may, for good and sufficient cause, as determined by the CITY in its sole and absolute discretion, waive provisions in this Agreement or seek to obtain such waiver from the appropriate authority. Waiver requests from the SUBRECIPIENT shall be in writing. Any waiver shall not be construed to be a modification of this Agreement.
- 9.14 Disputes: In the event an unresolved dispute exists between the SUBRECIPIENT and the CITY, the CITY shall refer the questions, including the views of all interested parties and the recommendation of the CITY, to the City Manager for determination. The City Manager, or an authorized representative, will issue a determination within 30 calendar days of receipt and so advise the CITY and the SUBRECIPIENT, or in the event additional time is necessary, the CITY will notify the SUBRECIPIENT within the 30-day period that additional time is necessary. The SUBRECIPIENT agrees that the City Manager's determination shall be final and binding on all parties.

9.15 Indemnification:

SUBRECIPIENT shall at all times hereafter indemnify, hold harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend CITY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, SUBRECIPIENT, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement, including, without limitation, any and all claims, losses, liabilities, expenditures, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against CITY by reason of any such claim, cause of action, or demand, SUBRECIPIENT shall, upon written notice from CITY, resist and defend such lawsuit or proceeding by counsel satisfactory to CITY or, at CITY's option, pay for an attorney selected by the City Attorney to defend CITY. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by CITY, any sums due to SUBRECIPIENT under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.

If SUBRECIPIENT uses a subcontractor, SUBRECIPIENT shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 9.15.

9.16 Public Records:

1. IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF DELRAY BEACH, CITY CLERK, 100 N.W. 1ST AVE., DELRAY BEACH, FLORIDA, (561) 243-7050, E-MAIL: publicrecordsrequest@mydelraybeach.com.

2. Subrecipient shall comply with public records laws, specifically to:
 - a. Keep and maintain public records required by the City to perform the service.
 - b. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statute or as otherwise provided by law.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Subrecipient does not transfer the

records to the City.

d. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Subrecipient or keep and maintain public records required by the City to perform the service. If the Subrecipient transfers all public records to the City upon completion of the Agreement, the Subrecipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Subrecipient keeps and maintains public records upon completion of the Agreement, the Subrecipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

9.17 Inspector General:

SUBRECIPIENT is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Agreement, and may demand and obtain records and testimony from SUBRECIPIENT. SUBRECIPIENT understands and agrees that in addition to all other remedies and consequences provided by law, the failure of SUBRECIPIENT to fully cooperate with the Inspector General when requested may be deemed by the CITY to be a material breach of this Agreement.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals on the day and year written above.

WITNESSES:

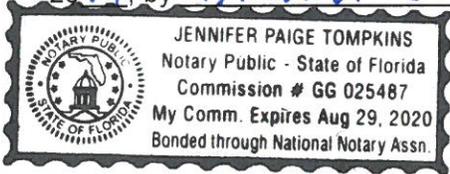
MILAGRO CENTER

[Signature]
Print Eugenia Harding
[Signature]
Print Glenn Mueller

By: [Signature]

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 25th day of February, 2017, by BARBARA J. STARK, who is personally known to me.



NOTARY PUBLIC
Sign [Signature]
Print Jennifer Tompkins

Personally Known _____ OR Produced Identification
Type of Identification Produced: FL. Driver's License

ATTEST:

CITY OF DELRAY BEACH, FLORIDA

City Clerk

By: _____
Mayor

Approved as to form:

City Attorney

ATTACHMENT "A"

SCOPE OF SERVICES

The major focus of the MILAGRO CENTER under this Agreement will be providing year-round cultural arts and education-based out-of-school time programs to eligible children. At least 51% of the beneficiaries of a project funded under this Agreement must be low- and moderate-income persons (as determined annually by HUD for the area). CDBG funds may be used for programmatic costs including, but not limited to, salaries of direct service personnel, training, insurance, office supplies and expenses, education supplies and materials, utilities, and sponsored events (field trips). Services under this program will be provided at the Center's facility located at 695 Auburn Avenue and 340 SW 6th Avenue, Delray Beach, Florida.

The major tasks which the Milagro Center will perform in connection with the provision of the afterschool, summer camp, teen program, mentoring and family strengthening services include, but are not limited to, the following:

- a. Maintain facility at all times in conformance with all applicable codes, licensing, and other requirements for the operation of an afterschool center. The facility must also be handicapped accessible, and the services must be organized into separate areas appropriate for each of the age groupings being served (After-school/out-of school care -- Kindergarten – 5th grade, Teen Leadership Program, up to 12th grade).
- b. Accept applications and perform eligibility determinations. At least 51 percent (51%) of the beneficiaries of subsidized day care must be low and moderate-income persons (as determined annually by HUD for the area).
- c. Offer after-school/out-of-school services from public school closing time to 7:00 p.m. and summer camp operates Monday through Friday from 7:30 a.m. until 5:30 p.m.
- d. Ensure that the numbers, background, and qualifications of the Milagro Centers' staff providing the on-site care and any related services at all times are appropriate for the enrolled child population at the center and meet at least the minimum standards established by the pertinent licensing bodies.
- e. As part of the services, provide a range of structured social, educational, and cultural enrichment activities appropriate to the age groups being served.
- f. Maintain program and financial records documenting the eligibility, attendance, provision of services, and the Center's expenses relative to the children receiving services as a result of assistance provided through the CDBG program.

ATTACHMENT "B"

ALLOWABLE AND UNALLOWABLE COSTS UNDER OMB A-122

<u>ITEM OF COST</u>	<u>OMB A-122 (NONPROFITS)</u>	
	<u>Unallowable</u>	<u>Allowable</u>
Advertising	√	
Bad debts	√	
Bonding		√
Communication		√
Compensation, personnel services		√
Contingency provisions	√	
Contributions (to others)	√	
Depreciation, use allowance		√
Donations (from others)	√	
Employee morale, health, welfare		√
Entertainment	√	
Equipment		√**
Fines, penalties	√	
Fringe benefits		√
Fund raising, interest, investment management		√
Idle facility, idle capacity	√	
Insurance & indemnification		√
Interest		
Labor relations		√
Lobbying	√	
Losses on other awards	√	
Maintenance, repair		√
Materials, supplies		√
Memberships, subscriptions, professional activity		√
Organization costs		√**
Overtime, shift premiums		√**
Page charges in professional journals (research)		√
Participant support costs		√**
Patent costs		√
Pension plans		√
Plant security		√
Pre-award costs		√**
Professional services		√
Profits, losses on asset disposition		√*
Public information service		√***
Publication and printing costs		√***
Rearrangement, facility alteration		√**
Reconversion costs		√
Recruiting		√
Relocation		√*
Rental		√
Royalties, use of patents, copyrights		√
Severance pay		√
Specialized service facilities		√
Taxes		√
Termination-related costs	√	
Training, education		√
Transportation		√
Travel		√*

* Allowable under limited circumstances.

** Allowable only with prior permission from the CITY.

*** Allowable only as a direct cost with permission from the CITY.

ATTACHMENT "C"

INSURANCE REQUIREMENTS

WORKER'S COMPENSATION

This coverage shall include Worker's Compensation Insurance covering all employees and include Employer's Liability with limits meeting all applicable state and federal laws. This coverage must extend to any subcontractor that does not have their own Worker's Compensation and Employer's Liability Insurance. Thirty (30) day notice of cancellation is required and must be provided to the CITY via Certified Mail.

COMMERCIAL GENERAL LIABILITY

This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent Contractors' Products and Completed Operations and Contractual Liability. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from the performance of this Agreement.

The Minimum Limits of Coverage shall be (\$1,000,000) per occurrence, Combined Single Limit for bodily Injury Liability and Property Damage Liability.

THE CITY OF DELRAY BEACH MUST BE NAMED AS AN ADDITIONAL INSURED ON THE COMMERCIAL GENERAL LIABILITY POLICY. Thirty (30) days written notice must be provided to the CITY via Certified Mail in the event of cancellation.

BUSINESS AUTOMOBILE LIABILITY

The minimum limits of coverage shall be (\$500,000) per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" type policy.

The CITY must be listed as an Additional Insured under the Policy. Thirty (30) days written notice must be provided to the CITY via Certified Mail in the event of cancellation.

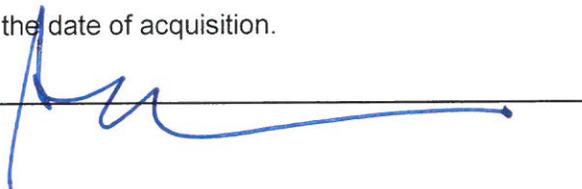
In the event that the SUBRECIPIENT does not own any vehicles, we will accept hired and non-owned coverage in the amounts listed above. In addition, we will require an affidavit signed by the SUBRECIPIENT indicating the following:

_____ does not own any vehicles.
"Company Name"

In the event we acquire any vehicles throughout the term of his Contract/Agreement,

_____ agrees to purchase "Any Auto" or
"Company Name"
Comprehensive Form coverage as of the date of acquisition.

The SUBRECIPIENT's Signature: _____





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/1/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CBIZ Weekes & Callaway 3945 West Atlantic Avenue Delray Beach, FL 33445-3902	CONTACT NAME: Jill Sayer, AAI, AIAM
	PHONE (A/C, No, Ext): (561) 278-0448 FAX (A/C, No): (561) 278-2391
	E-MAIL ADDRESS: jsayer@cbizwc.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: General Ins Co of America NAIC # 24732
	INSURER B: Progressive Insurance Cos. 10193
	INSURER C: American States Ins Co 19704
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: CL1682308339 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			24CC27338980	9/11/2016	9/11/2017	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Sexual Abuse and Molestation Coverage						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 3,000,000
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG \$ 3,000,000
B	AUTOMOBILE LIABILITY			032190950	7/21/2016	7/21/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							Uninsured motorist combined \$ 1,000,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB			01SU42556260	9/11/2016	9/11/2017	EACH OCCURRENCE \$ 4,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 4,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							WC STATUTORY LIMITS
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A							OTHER
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			LP7739596G	9/11/2016	9/11/2017	Each Occurrence \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
City of Delray Beach is named as an Additional Insured with respects to General Liability when required by written contract with the Named Insured per policy terms and conditions. Florida statute requires 10 day notice of cancellation for non-payment of premium and 45 day notice for non-renewal.

CERTIFICATE HOLDER City of Delray Beach Delray Beach, FL	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Rose McEwen, CIC/JDS <i>Rose Ann McEwen</i>