

**CITY OF MIRAMAR  
PROPOSED CITY COMMISSION AGENDA ITEM**

**Meeting Date:** May 21, 2025

**Presenter's Name and Title:** Katherine Randall, Chief Housing Administrator

**Prepared By:** Eva Petitfrere, Housing Specialist

**Temp. Reso. Number:** 8401

**Item Description:** Temp. Reso. #R8401, APPROVING THE SECOND ONE-YEAR RENEWAL OF THE "GRANT ADMINISTRATION FOR COMMUNITY DEVELOPMENT PROJECTS" AGREEMENT BETWEEN THE CITY OF MIRAMAR AND COMMUNITY REVITALIZATION AFFILIATES, INC. (Economic Development and Housing, Katherine Randall, Chief Housing Administrator)

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

**Instructions for the Office of the City Clerk: None**

**Public Notice** – As required by the Sec. \_\_\_\_ of the City Code and/or Sec. \_\_\_\_, Florida Statutes, public notice for this item was provided as follows: on \_\_\_\_\_ in a \_\_\_\_\_ ad in the \_\_\_\_\_; by the posting the property on \_\_\_\_\_ and/or by sending mailed notice to property owners within \_\_\_\_ feet of the property on \_\_\_\_\_  
(fill in all that apply)

**Special Voting Requirement** – As required by Sec. \_\_\_\_\_, of the City Code and/or Sec. \_\_\_\_\_, Florida Statutes, approval of this item requires a \_\_\_\_\_ (unanimous, 4/5ths etc.) vote by the City Commission.

**Fiscal Impact:** Yes ☒ No ☐

**REMARKS:** Consultant's costs are covered by State and Federal grants in the following three Admin. Services. – CRA accounts

1. CDBG: Account #167-43-900-554-000-603114-92634
2. HOME: Account #162-43-900-554-000-603114-92668
3. SHIP: Account #166-43-900-554-000-603114-93616


**Content:**

- Agenda Item Memo from the City Manager to the City Commission
- Resolution TR 8401
  - Exhibit A: Consultant Management Services Agreement
- Attachment(s)
  - Attachment 1: Reso# 21-118
  - Attachment 2: Reso# 24-94



**CITY OF MIRAMAR  
INTEROFFICE MEMORANDUM**

**TO:** Mayor, Vice Mayor, & City Commissioners

**FROM:** Dr. Roy L. Virgin, City Manager 

**BY:** Anita Fain Taylor, Director, Economic Development and Housing

**DATE:** May 15, 2025

**RE:** Temp. Reso. No. 8401 approving the second one-year renewal of the Community Development Block Grant ("CDBG") Grant Administration Management Services Agreement with Community Revitalization Affiliates, Inc. ("CRA")

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**RECOMMENDATION:** The City Manager recommends approval of Temp. Reso. No. 8401 approving the second one-year renewal of the Community Development Block Grant ("CDBG") Consultant Management Services Agreement with Community Revitalization Affiliates, Inc. ("CRA")

**ISSUE:** Pursuant to Section 2-412 1(c) of the City Code, approval of the City Commission is required for the renewal of an agreement when the original agreement was awarded by approval of the City Commission.

**BACKGROUND:** On February 22, 2021, the City issued Request for Proposals No. 21-01-10 for Grant Administration for Community Development Projects. On June 16, 2021, by Resolution No. 21-118, the City Commission approved the award of the Request For Proposal ("RFP") to Community Revitalization Affiliates, Inc. for a period of three years, with two one-year renewal options. The first one-year renewal term of the Agreement was approved by Resolution 24-94 and expires on July 31, 2025.

**DISCUSSION:** The City of Miramar, as a recipient of state and federal funds, is responsible for implementing, administering, and monitoring several housing and community development programs, including CDBG, the State Housing Initiatives Program ("SHIP"), and the Home Investment Partnership Program. To assist the City with

these activities, the City utilizes the services of Community Revitalization Affiliates, Inc. ("CRA") in order to efficiently manage the programs.

**ANALYSIS:** All Funding is from State and Federal grants. Below is a description of the funding allocations by grant program and consultant's estimated fees.

Grant	Consultant %	Grant Allocation	Consultant Fees
CDBG	15%	\$ 817,057	\$ 122,559
SHIP	10%	\$ 1,050,011	\$ 105,000
HOME	Direct Services	\$ 207,475	\$ 11,200 (Direct Services)

Temp. Reso. No. 8401  
3/27/25  
5/14/25

**CITY OF MIRAMAR  
MIRAMAR, FLORIDA**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY  
OF MIRAMAR, FLORIDA, APPROVING THE SECOND  
ONE-YEAR RENEWAL OF THE GRANT ADMINISTRATION  
FOR COMMUNITY DEVELOPMENT PROJECTS  
AGREEMENT BETWEEN THE CITY OF MIRAMAR AND  
COMMUNITY REVITALIZATION AFFILIATES, INC; AND  
PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on February 22, 2021, the City issued Request for Proposals (“RFP”) No. 21-01-10 for Grant Administration for Community Development Projects; and

**WHEREAS**, on June 16, 2021, by adoption of Resolution No. 21-118, the City Commission approved the award of the RFP to Community Revitalization Affiliates, Inc. for a period of three years, with two one-year renewal options; and

**WHEREAS**, the first one year renewal term of the Agreement expires on July 31, 2025; and

**WHEREAS**, the City Manager recommends approval of the second one-year renewal of the Grant Administration for Community Development Projects Agreement between City of Miramar and Community Revitalization Affiliates, Inc.; and

**WHEREAS**, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to approve the second one-year renewal of the Agreement attached hereto Exhibit “A.”

Reso. No. \_\_\_\_\_

Temp. Reso. No. 8401  
3/27/25  
5/14/25

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF  
MIRAMAR, FLORIDA AS FOLLOWS:**

**Section 1:** That the foregoing “**WHEREAS**” clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

**Section 2:** That it approves the second one-year renewal of the Grant Administration for Community Development Projects Agreement between City of Miramar and Community Revitalization Affiliates, Inc.

**Section 3:** That the appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

**Section 4:** That this Resolution shall take effect immediately upon adoption.

Temp. Reso. No. 8401  
3/27/25  
5/14/25

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Mayor, Wayne M. Messam

\_\_\_\_\_  
Vice Mayor, Yvette Colbourne

ATTEST:

\_\_\_\_\_  
City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved  
this RESOLUTION as to form:

\_\_\_\_\_  
City Attorney,  
Austin Pamies Norris Weeks Powell, PLLC

**Requested by Administration**

Commissioner Maxwell B. Chambers

Commissioner Avril Cherasard

Vice Mayor Yvette Colbourne

Commissioner Carson Edwards

Mayor Wayne M. Messam

**Voted**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Reso. No. \_\_\_\_\_

## SECOND RENEWAL AGREEMENT FOR GRANT ADMINISTRATION FOR COMMUNITY DEVELOPMENT PROJECTS

This Agreement (the “Renewal Agreement”) is entered into this \_\_\_\_\_ day \_\_\_\_\_, 20\_\_\_\_, by and between the City of Miramar (hereinafter “City”) and Community Revitalization Affiliates, Inc. (hereinafter “Provider”).

### RECITALS:

**WHEREAS**, the City entered into an agreement for Grant Administration for Community Development Projects (the “Original Agreement”) with the Provider for an initial term of three years with the option to renew for two additional one-year terms; and

**WHEREAS**, the commencement date of the first one-year renewal term of the Agreement was effective on August 1, 2024 and will expire on July 31, 2025; and

**WHEREAS**, in accordance with Section 2-412 (c) of the City Code, when a contract is entered into by the City pursuant to City Commission approval and provides for one or more renewals, only the City Commission is authorized to approve such renewal; and

**WHEREAS**, the City wishes to exercise the option to renew the Grant Administration for Community Development Projects Agreement with the Provider for the second one-year renewal term, from August 1, 2025 through July 31, 2026; and

**WHEREAS**, on \_\_\_\_\_, 2025 the City Commission adopted Resolution No. \_\_\_\_\_ authorizing the second one-year renewal term of the Grant Administration for Community Development Projects Agreement with the Provider, from August 1, 2025 through July 31, 2026.

**NOW, THEREFORE,** the parties, in consideration of the mutual promises and covenants contained in this Renewal Agreement and in the Original Agreement, agree as follows:

1. The foregoing Recitals are true and correct and are incorporated and made a part of this Renewal Agreement.
2. The Original Agreement shall be renewed for the second one-year renewal term commencing on August 1, 2025 and expiring on July 31, 2026.
3. All covenants, terms, and conditions contained in the Original Agreement shall remain in full force and effect through the second renewal term.

**IN WITNESS WHEREOF,** the parties hereto have caused this Renewal Agreement to be executed by their respective officials, duly authorized to execute same, on the dates indicated below.

**THE CITY OF MIRAMAR**

ATTEST:

\_\_\_\_\_  
Denise Gibbs, City Clerk

By: \_\_\_\_\_  
Dr. Roy L. Virgin, City Manager

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Approved as to legal form and sufficiency  
for the use of and reliance by the City of  
Miramar only:

\_\_\_\_\_  
Austin Pamies Norris Weeks Powell, PLLC  
City Attorney

**PROVIDER**  
**COMMUNITY REVITALIZATION AFFILIATES, INC.**

WITNESS:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Temp. Reso. No. 7406

4/28/21

6/8/21

**CITY OF MIRAMAR  
MIRAMAR, FLORIDA**

**RESOLUTION NO. 21-118**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE FINAL RANKING AND AWARD OF REQUEST FOR PROPOSAL NO. 21-01-10, ENTITLED "GRANT ADMINISTRATION FOR COMMUNITY DEVELOPMENT BLOCK GRANT, STATE HOUSING INITIATIVES PARTNERSHIP, HOME INVESTMENT PARTNERSHIP, NEIGHBORHOOD STABILIZATION PROGRAM AND OTHER HOUSING PROGRAMS", TO COMMUNITY REVITALIZATION AFFILIATES, INC., AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSULTANT MANAGEMENT SERVICES AGREEMENT FOR AN INITIAL THREE-YEAR TERM, WITH TWO OPTIONAL ONE-YEAR RENEWAL TERMS; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, in accordance with applicable Florida state law and the City's Procurement Code, the City advertised Request for Proposals No. 21-01-10, entitled "Grant Administration for Community Development Block Grant, State Housing Initiatives Partnership, Home Investment Partnership, Neighborhood Stabilization Program and other Housing Programs" (the "RFP"), on February 22, 2021; and

**WHEREAS**, one proposal was received on March 18, 2021, the date of the scheduled proposal submittal deadline; and

**WHEREAS**, Community Revitalization Affiliates, Inc. submitted the lowest responsive, responsive quote which is in the best interest of the City; and

Reso. No. 21-118

Temp. Reso. No. 7406

4/28/21

6/8/21

**WHEREAS**, the City Manager recommends approval of the final ranking and award of the RFP to Community Revitalization Affiliates, Inc., and the Consultant Management Services Agreement, attached hereto as Exhibit "A", for an initial term of three years, with two optional one-year renewal terms; and

**WHEREAS**, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to approve the final ranking and award of the RFP to Community Revitalization Affiliates, Inc., and the Consultant Management Services Agreement, attached hereto as Exhibit "A", for an initial term of three years, with two optional one-year renewal terms.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:**

**Section 1:** That the foregoing "**WHEREAS**" clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

**Section 2:** That the City Commission approves the award of the Request for Proposals No. 21-01-10, entitled "Grant Administration for Community Development Block Grant, State Housing Initiatives Partnership, Home Investment Partnership, Neighborhood Stabilization Program and other Housing Programs" to Community Revitalization Affiliates, Inc.

Temp. Reso. No. 7406

4/28/21

6/8/21

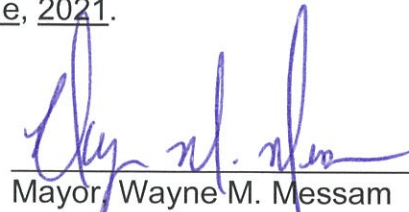
**Section 3:** That the City Manager is authorized to execute the Consultant Management Services Agreement with Community Revitalization Affiliates, Inc., attached hereto as Exhibit "A", together with such non-substantial changes as are deemed necessary by the City Manager and approved as to form and legal sufficiency by the City Attorney.

**Section 4:** That the appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Temp. Reso. No. 7406  
4/28/21  
6/8/21

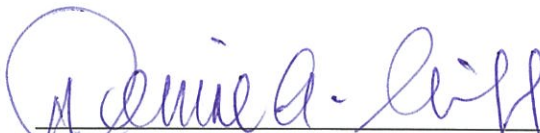
**Section 5:** That this resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** this 16<sup>th</sup> day of June, 2021.

  
\_\_\_\_\_  
Mayor, Wayne M. Messam

  
\_\_\_\_\_  
Vice Mayor, Yvette Colbourne

ATTEST:

  
\_\_\_\_\_  
City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved  
this RESOLUTION as to form:

  
\_\_\_\_\_  
City Attorney,  
Austin Pamies Norris Weeks Powell, PLLC

<b><u>Requested by Administration</u></b>	<b><u>Voted</u></b>
Commissioner Winston F. Barnes	Yes
Commissioner Maxwell B. Chambers	Yes
Vice Mayor Yvette Colbourne	Yes
Commissioner Alexandra P. Davis	Yes
Mayor Wayne M. Messam	Yes

## EXHIBIT A

### CONSULTANT MANAGEMENT SERVICES AGREEMENT

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Miramar, Florida, a Florida municipal corporation (hereinafter referred to as the "City"), and \_\_\_\_\_, a \_\_\_\_\_ corporation or individual with principal business address located at \_\_\_\_\_ (hereinafter referred to as "Contractor").

**WHEREAS**, on \_\_\_\_\_, 2021, the City issued Request for Proposals No. 21-01-10 ("RFP") for Grant Administration for Community Development Projects (the "Services"), attached as Exhibit "B"; and

**WHEREAS**, the Contractor was determined by an Evaluation Committee to be the highest evaluation scoring, responsive and responsible Proposer, and whose Proposal was most advantageous to the City; and

**WHEREAS**, on \_\_\_\_\_, 2021, by Resolution \_\_\_\_\_, the City Commission approved the award of the RFP to Contractor and authorized the negotiation and execution of an appropriate Agreement between Contractor and the City for the provision of the Services, for an initial term of three year(s) with two optional one-year renewal periods.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, and covenants hereinafter set forth, the City and Contractor agree as follows:

#### **ARTICLE 1** **RECITALS**

The above recitals are true and correct and are incorporated and made a part of this Agreement.

#### **ARTICLE 2** **SCOPE OF SERVICES**

2.1 This Agreement is subject to, and Contractor shall provide Services in accordance with the Scope of Services, terms, conditions, and requirements set forth and described in the RFP, the Contractor's Proposal submitted in response thereto as accepted by the City, attached as Exhibit "A," and any subsequently negotiated changes to same, which documents or agreements are incorporated by reference herein. In the case of any conflict between the General Terms and Conditions, the Special Conditions, the Specifications or Scope of Services, the Contract, or any amendment/addendum issued, the order of precedence shall be the last addendum issued; the Specifications or Scope

of Services; the Special Conditions; the General Terms and Conditions, and then the Contract.

2.2 Contractor represents and warrants to the City that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services; (ii) it is not delinquent in the payment of any sums due the City; (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each.

### **ARTICLE 3** **COMPENSATION**

3.1 City agrees to pay Contractor for the Scope of Services pursuant to the fee schedule below:

Subject to each Program's specific requirements, rules, regulations, guidelines, limitations, terms and conditions, and over the course of each applicable Program's existence during which the services contemplated by the RFP are to be performed and during which funding is available, City agrees to pay Provider, at a maximum, the following percentages of the total program funding available:

CDBG:	____%
SHIP:	____%
HOME:	____%
NSP:	____%
Other Programs:	____%

#### **Contingency Pricing**

Compensation for HOME shall be paid on a per unit basis for direct services.

3.2 Contractor shall submit periodic invoices for the Services provided to:

City of Miramar  
ATTN: Accounts Payable  
2300 Civic Center Place  
Miramar, FL 33025

The date of the invoice shall not exceed 30 calendar days from the date of acceptance of the Goods and Services by the City. Under no circumstance shall an invoice be submitted to the City in advance of the delivery and acceptance of the commodities and/or Services, unless otherwise agreed to. All invoices shall reference the appropriate Contract number, the address where the commodities were delivered or the Services performed, and the corresponding acceptance slip that was signed by an authorized representative of the City when the Goods and/or Services were delivered and accepted. Payment by the City shall be made within 30 days after receipt of Contractor's invoice, which shall be accompanied by sufficient supporting documentation and contain

sufficient detail to allow a proper audit of expenditures should the City require one to be performed.

3.3 Services shall be provided to the City in strict accordance with the Scope of Services set forth and described in the RFP. If the Services provided by Contractor do not meet the applicable Scope of Services, Contractor will not receive payment for such nonconforming Services and shall pay the City all fees and/or costs associated with obtaining satisfactory Services.

#### **ARTICLE 4** **TERM OF AGREEMENT**

4.1 The term of this Agreement shall commence on \_\_\_\_\_, 2021, and shall continue, unless otherwise terminated by the City as provided herein, for three years from that date.

4.2 The City shall have the option, in its sole discretion, of renewing this Agreement for up to two additional one-year terms, subject to mutual agreement as to the price for each option period, which shall be negotiated at least 30 days prior to the end of the term in effect.

4.3 The City's Chief Procurement Officer may authorize up to a 90-day extension of this Agreement in accordance with its terms and conditions, and the City Manager or his/her designee is authorized to extend this Agreement, for operational purposes only, for an additional 90 days, for a maximum of 180 days.

4.4 This Agreement shall be subject to the annual appropriation of funding by the City during its budget process, the failure of which, in the City's sole discretion, may serve as a basis for termination of this Agreement pursuant to Article 8 below, or nonrenewal of this Agreement.

#### **ARTICLE 5** **TERMINATION OF AGREEMENT**

5.1 **Termination for convenience.** The City may terminate this Agreement for convenience by giving Contractor 30 calendar days' written notice. In the event of such termination, Contractor shall be entitled to receive compensation for any Services provided pursuant to this Agreement and to the satisfaction of the City, up through the date of termination. Under no circumstances shall the City make payment for Services nor shall Contractor invoice the City for Services not yet provided.

5.2 **Termination for cause.** This Agreement may be terminated by either party upon 5 calendar days' written notice to the other should such other party fail substantially to perform in accordance with this Agreement's material terms through no fault of the party initiating the termination. In the event that Contractor abandons this Agreement or causes it to be terminated by the City, Contractor shall indemnify the City against losses pertaining to this termination. In the event that this Contract is terminated by the City for

cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 5.1 of this Agreement, and the provisions of Section 5.1 shall apply.

**5.3 Return of City equipment.** Upon termination of this Agreement, Contractor shall return all City equipment to the City.

**5.4 Survival.** The termination of this Agreement under Section 5.1 or 5.2 shall not relieve either party of any liability that accrued prior to such termination and any such accrued liability shall survive the termination of this Agreement.

## **ARTICLE 6**

### **INDEPENDENT CONTRACTOR**

Contractor has been procured and is being engaged to provide Services to the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Contractor, its officers, employees, or agents, shall not attain nor be entitled to any rights or benefits of the City, nor any rights generally afforded classified or unclassified employees of the City. Contractor further understands that Florida Workers' Compensation benefits available to employees of the City are not available to Contractor, its officers, employees, or agents, and agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering Services to the City under this Agreement. Services provided by Contractor shall be provided by employees of Contractor subject to supervision by Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, travel, per diem policy, and purchasing policies under the Agreement shall be the sole responsibility of Contractor. Contractor shall have no rights under the City's worker's compensation, employment, insurance benefits or similar laws or benefits.

## **ARTICLE 7**

### **INDEMNIFICATION**

**7.1** Contractor shall indemnify, defend and hold harmless the City, its officers, officials, agents, employees, and volunteers from and against any and all liability, suits, actions, damages, costs, losses and expenses, including attorneys' fees, demands and claims for personal injury, bodily injury, sickness, diseases or death or damage or destruction of tangible property or loss of use resulting therefrom arising out of any errors, omissions, misconduct or negligent acts of Contractor, its respective officials, agents, employees or Subcontractors in the Contractor's performance of Services pursuant to this Agreement.

**7.2** Nothing in this Agreement shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

## **ARTICLE 8**

### **NON-APPROPRIATION OF FUNDS**

In the event no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable in any fiscal year for payments due under this Agreement, then the City, upon written notice to Contractor of such occurrence, shall have the unqualified right to terminate this Agreement without any penalty or expense to the City.

## **ARTICLE 9** **INSURANCE**

9.1 **INSURANCE** - For programs that are active in nature, which shall be determined in the sole and exclusive discretion of the City, Proposer shall maintain commercial general, automobile (where applicable), workers' compensation, and professional liability insurance in an amount acceptable to the City's Risk Manager.

9.2 **Minimum Limits of Insurance** - Proposers shall maintain the following minimum limits of insurance (unless higher limits are required by law or statute):

1. ***Commercial General Liability Insurance***

\$1,000,000 Each Occurrence (\$2,000,000 General Aggregate)  
\$2,000,000 Products and Completed Operations Aggregate  
\$1,000,000 Personal Injury and Advertising Injury

2. ***Automobile Liability***

\$1,000,000 Combined Single Limit per Accident. **NOTE : No aggregate**

3. ***Workers Compensation and Employers Liability***

\$1,000,000 Each Accident/\$1,000,000 Each Employee for Injury by  
Disease/\$1,000,000 Aggregate for Injury by Disease. **NOTE : No aggregate**

9.3 **Required Insurance Endorsements** - The City requires the following insurance endorsements:

1. **ADDITIONAL INSURED** - The City must be included as an additional insured by policy endorsement under Commercial General Liability policy for liability arising from Services provided by or on behalf of the Contractor.
2. **WAIVERS OF SUBROGATION** - Proposer agrees to waive all rights of subrogation by policy endorsement against the City for loss, damage, claims, suits or demands, regardless of how caused:
  - a. To property, equipment, vehicles, laptops, cell phones, etc., owned, leased or used by the Proposer or the Proposer's employees, agents or Subcontractors; and
  - b. To the extent such loss, damage, claims, suits, or demands are covered, or should be covered, by the required or any other insurance (except

professional liability to which this requirement does not apply) maintained by the Proposer.

This waiver shall apply to all first-party property, equipment, vehicle and workers' compensation claims, and all third-party liability claims, including deductibles or retentions which may be applicable thereto. If necessary, the Proposer agrees to endorse the required insurance policies to acknowledge the required waivers of subrogation in favor of the City. Proposer further agrees to hold harmless and indemnify the City for any loss or expense incurred as a result of Proposer's failure to obtain such waivers of subrogation from Proposer's insurers.

This Agreement shall not be deemed approved until the Proposer has obtained all insurance required under this section and has supplied the City with evidence of such coverage in the form of a Certificate of Insurance with additional insured and waiver of subrogation endorsements for policies as stated in the required insurance endorsement section above. The City shall be named as additional insured in all of Proposer's liability insurance policies. The City shall approve such Certificates prior to the performance of any Services pursuant to this Agreement.

9.4 ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best's Key Rating Guide and be licensed to do business in Florida. The Proposer's liability insurance shall be primary to any liability insurance policies that may be carried by the City. The Proposer shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

9.5 All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least 30 calendar days' written notice has been given to the City by certified mail.

#### **ARTICLE 10** **MISCELLANEOUS**

10.1 Contractor shall, without additional expense to the City, be responsible for paying any taxes, obtaining any necessary licenses and for complying with all applicable federal, state, county, and municipal laws, ordinances and regulations in connection with the performance of the Services specified herein.

10.2 Precautions shall be exercised at all times for the protection of persons and property. Contractor and all Subcontractors shall conform to all OSHA, federal, state, county, and City regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities because of failure to comply with these requirements shall be borne solely by Contractor responsible for the same.

10.3 Contractor understands and agrees that any information, document, report or any other material whatsoever which is given to Contractor by the City, or which is otherwise obtained or prepared by Contractor pursuant to or under the terms of this Agreement, is and shall at all times remain the property of the City. Contractor agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of the City, which may be withheld or conditioned by the City in its sole discretion.

10.4 Contractor represents and warrants to the City that it has not employed or retained any person or company 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 any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award or making of this Agreement. For the breach or violation of this provision, the City shall have the right, at its discretion, to terminate the Agreement without liability, to deduct from the Contract price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

10.5 Contractor understands that agreements between private entities and local governments are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. The City and Contractor agree to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

## **ARTICLE 11**

### **AUDIT AND INSPECTION RIGHTS**

The Services under this Agreement are funded, in whole or in part, by federal and state sources, including the Florida Housing Finance Corporation (the "Department"). The administration of resources awarded by the Department to the City may be subject to audits and/or monitoring by the Department as described in this Section.

#### **11.1 Monitoring**

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F- Audit Requirements and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department and/or City staff, limited scope audits as defined by 2 CFR 200.425, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department and/or the City. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

## 11.2 Audits and Inspections

- 11.2.1 A recipient that expends \$750,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F- Audit Requirements. EXHIBIT A to this Agreement indicates Federal resources awarded through the Department by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR 200.514 will meet the requirements of this part.
- 11.2.2 For the audit requirements addressed in paragraph 1 of this subsection, the recipient shall fulfill the applicable requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
- 11.2.3 If the recipient expends less than \$750,000 in Federal awards in its fiscal year, is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F- Audit Requirements. In the event that the recipient expends less than \$750,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F- Audit Requirements, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
- 11.2.4 In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT A to this Agreement indicates state financial assistance awarded through the Department of by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards

and resources received by a nonstate entity for Federal program matching requirements.

- 11.2.5 For audit requirements addressed in paragraph 4 of this subsection, the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- 11.2.6 If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
- 11.2.7 Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F- Audit Requirements, and required by paragraphs 1-3 of this subsection shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512.
- 11.2.8 Copies of financial reporting packages required by paragraphs 4-6 of this subsection shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department at each of the following addresses:

Florida Housing Finance Corporation  
227 N. Bronough Street, Suite 5000  
Tallahassee, Florida 32301

B. The Auditor General's Office at the following address:

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street

Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

- 11.2.9 Any reports or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- 11.2.10 Recipients, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR 200, Subpart F- Audit Requirements or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.
- 11.2.11 The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of three years from the date the audit report is issued, and shall allow the Department, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department or its designee, CFO, or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the Department.

## **ARTICLE 12**

### **AGREEMENTS FUNDED WITH FEDERAL OR STATE ASSISTANCE**

Pursuant to HB 1309, the provisions and requirements in this section shall apply to agreements that provide state financial assistance to a recipient or sub recipient, as those terms are defined in Section 215.97, Fla. Stat., or that provide federal financial assistance to a subrecipient, as defined by US OMB circulars. Consultant agrees to comply with the following:

1. Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.
2. Any balance of unobligated funds which have been advanced or paid must be refunded to the state agency.
3. Any funds paid in excess of the amount to which the recipient or sub recipient is entitled under the terms of the agreement must be refunded to the state agency.

4. Any additional information required under 215.97, Fla. Stat.

**ARTICLE 13**  
**AGREEMENT, AMENDMENTS, AND ASSIGNMENT**

14.1 This Agreement constitutes the entire agreement between Contractor and the City, and all negotiations and oral understandings between the parties are merged herein. The terms and conditions set forth in this Agreement supersede any and all previous agreements, promises, negotiations, or representations. Any other agreements, promises, negotiations, or representations not expressly set forth or incorporated into this Agreement are of no force and effect.

14.2 No modification, amendment or alteration of the terms and conditions contained shall be effective unless contained in a written document executed with the same formality as this Agreement.

14.3 Contractor shall not transfer or assign the performance of Services called for in the Agreement without the prior written consent of the City, which may be withheld or conditioned in the City's sole discretion.

**ARTICLE 14**  
**GOVERNING LAW AND VENUE**

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Venue for any action arising out of or relating to this Agreement shall be in Broward County, Florida.

**ARTICLE 15**  
**NOTICES**

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended, at the place last specified in writing, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

**FOR CONTRACTOR:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FOR CITY:**

City Manager  
City of Miramar  
2300 Civic Center Place

Miramar, Florida 33025  
Telephone: (954) 602-3115

With A Copy to:

Austin Pamies Norris Weeks Powell, PLLC  
401 NW 7<sup>th</sup> Avenue  
Fort Lauderdale, Florida 33311  
Telephone: (954) 768-9770  
Facsimile: (954) 768-9790

#### **ARTICLE 16** **NON-DISCRIMINATION**

Contractor represents and warrants to the City that Contractor does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under this Agreement on account of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for delivery of Services, be excluded from participation in, be denied Services, or be subject to discrimination under any provision of this Agreement.

#### **ARTICLE 17** **PUBLIC RECORDS**

- A. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:
1. Keep and maintain public records that ordinarily and necessarily would be required by CITY in order to perform the service.
  2. Upon request by CITY's records custodian, provide CITY with a copy of 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 Chapter 119, Florida Statutes, or as otherwise provided by law.
  3. 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 this Agreement.
  4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to CITY, at no cost to CITY, within

seven days. All records stored electronically by CONTRACTOR shall be delivered to CITY in a format that is compatible with CITY's information technology systems. Once the public records have been delivered to CITY upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

5. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the CITY.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, [dagibbs@miramarfl.gov](mailto:dagibbs@miramarfl.gov) OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.**

- B. Ownership of Documents: Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

#### **ARTICLE 18**

#### **SCRUTINIZED COMPANIES**

- A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- B. If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor , its

affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above stated contracting prohibitions then they shall become inoperative.

#### **ARTICLE 19** **E-VERIFY REQUIREMENT**

In accordance with Florida Statutes §448.095, the Contractor, prior to Commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Contractor will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien.

#### **ARTICLE 20** **HEADINGS, CONFLICT OF PROVISIONS,** **WAIVER OR BREACH OF PROVISIONS**

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement. In the event of a conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms in this Agreement shall prevail. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

#### **ARTICLE 21** **SEVERABILITY**

If any provision of this Agreement or the application thereof to any person or situation shall to any extent be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect and be enforced to the fullest extent permitted by law.

**ARTICLE 22**  
**SURVIVAL**

All representations and other relevant provisions herein shall survive and continue in full force and effect upon termination of this Agreement.

**ARTICLE 23**  
**ENTIRE AGREEMENT**

This Agreement represents the entire and integrated Agreement between the City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.

**ARTICLE 24**  
**JOINT PREPARATION**

Contractor and the City acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein, and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

**ARTICLE 25**  
**COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one and the same Agreement.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: City, signing by and through its City Manager, attested to and duly authorized to execute same by the City Commission of the City of Miramar, and by the Contractor, by and through its \_\_\_\_\_, attested to and duly authorized to execute same.

**CITY**

ATTEST:

CITY OF MIRAMAR

By: \_\_\_\_\_

Denise A. Gibbs, City Clerk

Vernon E. Hargray,  
City Manager

This day \_\_\_\_ of \_\_\_\_\_, 2021.

Approved as to form and legal sufficiency for the  
use of and reliance by the city of Miramar only:

\_\_\_\_\_  
Austin Pamies Norris Weeks Powell, PLLC  
City Attorney.

**CONTRACTOR**

WITNESSES:

CONTRACTOR:

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT – A**

**FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS  
AGREEMENT CONSIST OF THE FOLLOWING:**

*NOTE: If the resources awarded to the recipient represent more than one Federal program, provide the same information shown below for each Federal program and show total Federal resources awarded.*

Federal Program (list Federal agency, Catalog of Federal Domestic Assistance title and number) - \$ (amount)

**COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

*NOTE: If the resources awarded to the recipient represent more than one Federal program, list applicable compliance requirements for each Federal program in the same manner as shown below.*

Federal Program:

*List applicable compliance requirements as follows:*

1. *First applicable compliance requirement (e.g., what services/purposes resources must be used for).*
2. *Second applicable compliance requirement (e.g., eligibility requirements for recipients of the resources).*
3. *Etc.*

*NOTE: Instead of listing the specific compliance requirements as shown above, the State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. For example, for Federal Program 1, the language may state that the recipient must comply with a specific law(s), rule(s), or regulation(s) that pertains to how the awarded resources must be used or how eligibility determinations are to be made. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.*

**STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**MATCHING RESOURCES FOR FEDERAL PROGRAMS:**

NOTE: If the resources awarded to the recipient for matching represent more than one Federal program, provide the same information shown below for each Federal program and show total State resources awarded for matching.

Federal Program (list Federal agency, Catalog of Federal Domestic Assistance title and number) - \$ (amount)

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

NOTE: If the resources awarded to the recipient represent more than one State project, provide the same information shown below for each State project and show total state financial assistance awarded that is subject to Section 215.97, Florida Statutes.

State Project (list State awarding agency, Catalog of State Financial Assistance title and number) - \$ (amount)

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

*NOTE: List applicable compliance requirements in the same manner as illustrated above for Federal resources. For matching resources provided by the Department for Federal programs, the requirements might be similar to the requirements for the applicable Federal programs. Also, to the extent that different requirements pertain to different amounts of the non-Federal resources, there may be more than one grouping (i.e., 1, 2, 3, etc.) listed under this category.*

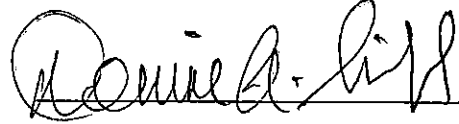
NOTE: 2 CFR 200.513, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit A be provided to the recipient.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

**Certificate of Filing for a Resolution**

**CERTIFICATE OF FILING**

I, Denise A. Gibbs, as City Clerk of the City of Miramar, a Florida Municipal Corporation, hereby certify that this fully executed Resolution No. 21-118 was filed in the records of the City Clerk this 16<sup>th</sup> day of June, 2021.

A handwritten signature in black ink, appearing to read "Denise A. Gibbs", written over a horizontal line.

Print Name: Denise A. Gibbs

Print Title: City Clerk

Temp. Reso. No. 8089  
4/17/24  
4/9/24

**CITY OF MIRAMAR  
MIRAMAR, FLORIDA**

**RESOLUTION NO. 24-94**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE FIRST ONE-YEAR RENEWAL OF THE GRANT ADMINISTRATION FOR COMMUNITY DEVELOPMENT PROJECTS AGREEMENT BETWEEN THE CITY OF MIRAMAR AND COMMUNITY REVITALIZATION AFFILIATES, INC; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on February 22, 2021, the City issued Request for Proposals No. 21-01-10 for Grant Administration for Community Development Projects; and

**WHEREAS**, on June 16, 2021, by adoption of Resolution No. 21-118, the City Commission approved the award of the RFP to Community Revitalization Affiliates, Inc. for a period of three years, with two one-year renewal options; and

**WHEREAS**, the initial term of the Agreement expires on August 1, 2024; and

**WHEREAS**, the City Manager recommends approval of the first one-year renewal of the Grant Administration for Community Development Projects Agreement, attached hereto as Exhibit "A", between City of Miramar and Community Revitalization Affiliates, Inc.; and

**WHEREAS**, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to approve the first one-year renewal of the Agreement.

Reso. No. 24-94

Temp. Reso. No. 8089  
4/17/24  
4/9/24

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF  
MIRAMAR, FLORIDA AS FOLLOWS:**

**Section 1:** That the foregoing “**WHEREAS**” clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

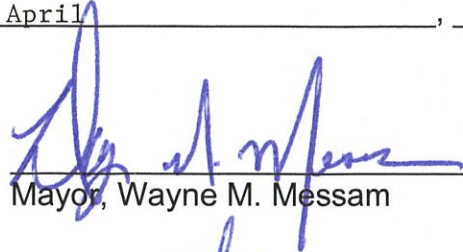
**Section 2:** That it approves the first one-year renewal of the Grant Administration for Community Development Projects Agreement, attached hereto as Exhibit “A”, between City of Miramar and Community Revitalization Affiliates, Inc.

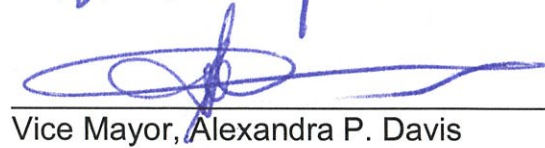
**Section 3:** That the appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

**Section 4:** That this Resolution shall take effect immediately upon adoption.

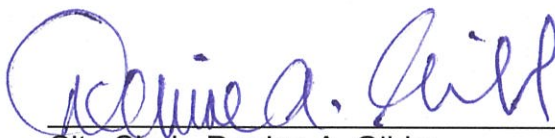
Temp. Reso. No. 8089  
4/17/24  
4/9/24

**PASSED AND ADOPTED** this 17th day of April, 2024.

  
\_\_\_\_\_  
Mayor, Wayne M. Messam

  
\_\_\_\_\_  
Vice Mayor, Alexandra P. Davis

ATTEST:

  
\_\_\_\_\_  
City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved  
this RESOLUTION as to form:

  
\_\_\_\_\_  
City Attorney,  
Austin Pamies Norris Weeks Powell, PLLC

**Requested by Administration**

Commissioner Winston F. Barnes  
Commissioner Maxwell B. Chambers  
Commissioner Yvette Colbourne  
Vice Mayor Alexandra P. Davis  
Mayor Wayne M. Messam

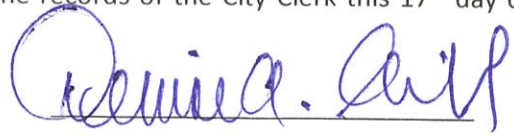
**Voted**

YES  
YES  
YES  
YES  
YES

**Certificate of Filing for a Resolution**

CERTIFICATE OF FILING

I, Denise A. Gibbs, as City Clerk of the City of Miramar, a Florida Municipal Corporation, hereby certify that this fully executed Resolution No. 24-94 was filed in the records of the City Clerk this 17<sup>th</sup> day of April, 2024.



Print Name: Denise A. Gibbs

Print Title: City Clerk

**FIRST RENEWAL AGREEMENT  
FOR  
GRANT ADMINISTRATION FOR COMMUNITY DEVELOPMENT  
PROJECTS**

This Agreement (the "Renewal Agreement") is entered into this \_\_\_\_\_ day  
17 April, 2024  
\_\_\_\_\_, 20\_\_\_\_, by and between the City of Miramar (hereinafter "City") and  
Community Revitalization Affiliates, Inc. (hereinafter "Provider").

**RECITALS:**

**WHEREAS**, the City entered into an agreement for Grant Administration for  
Community Development Projects (the "Original Agreement") with the Provider for an  
initial term of three years with the option to renew for two additional one-year terms; and

**WHEREAS**, the commencement date of the initial three-year term of the  
Agreement was effective on August 1, 2021 and will expire on July 31, 2024; and

**WHEREAS**, in accordance with Section 2-412 (c) of the City Code, when a  
contract is entered into by the City pursuant to City Commission approval and provides  
for one or more renewals, only the City Commission is authorized to approve such  
renewal; and

**WHEREAS**, the City wishes to exercise the option to renew the Grant  
Administration for Community Development Projects Agreement with the Provider for  
the first one-year renewal term, from August 1, 2024 through July 31, 2025; and

**WHEREAS**, on April 17, 2024 the City Commission adopted Resolution  
No. 24-94 authorizing the first one-year renewal term of the Grant Administration for  
Community Development Projects Agreement with the Provider, from August 1, 2024  
through July 31, 2025.

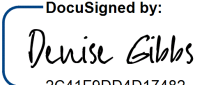
**NOW, THEREFORE**, the parties, in consideration of the mutual promises and covenants contained in this Renewal Agreement and in the Original Agreement, agree as follows:

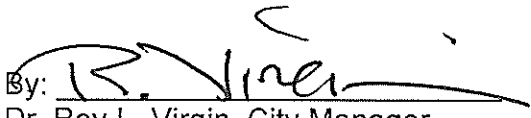
1. The foregoing Recitals are true and correct and are incorporated and made a part of this Renewal Agreement.
2. The Original Agreement shall be renewed for the first one-year renewal term commencing on August 1, 2024 and expiring on July 31, 2025.
3. All covenants, terms, and conditions contained in the Original Agreement shall remain in full force and effect through the first renewal term.

**IN WITNESS WHEREOF**, the parties hereto have caused this Renewal Agreement to be executed by their respective officials, duly authorized to execute same, on the dates indicated below.

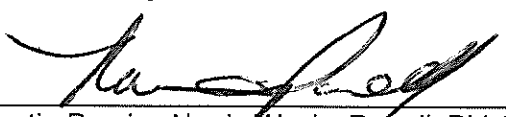
**THE CITY OF MIRAMAR**

ATTEST:

DocuSigned by:  
  
2C41E9DD4D17482  
Denise Gibbs, City Clerk 4/24/2024

By:   
Dr. Roy L. Virgin, City Manager  
This 17 day of April, 2024

Approved as to legal form and sufficiency  
for the use of and reliance by the City of  
Miramar only:

  
Austin Pamies Norris Weeks Powell, PLLC  
City Attorney

PROVIDER

COMMUNITY REVITALIZATION AFFILIATES, INC.

WITNESS:

By: 

Print Name: Jacqueline Mirabal

By: 

Print Name: ANDREW AZEDEV KHAI

Title: President / CEO

Date: 03/04/2024