

# Application for Allocation of Community-based Organization (CBO) Funds

(Application must include complete W-9 Form attached)

\_\_\_\_\_  
Date Commission District Organizational Federal Tax ID#

\_\_\_\_\_  
Legal Name of Recipient Organization or Name of County Department

\_\_\_\_\_  
Program to be funded/reason for funding support Amount Requested by Organization \$ \_\_\_\_\_

\_\_\_\_\_  
Organization Address (as listed on corporate papers) City, State Zip Code

\_\_\_\_\_  
Organization Contact Person E-mail address

\_\_\_\_\_  
Contact Number(s) Fax Number Event Date or Date work is scheduled for completion

**By the acceptance of these funds, the recipient organization agrees to provide the services described on this application form. The recipient organization states that it has read the Terms and Conditions on Page 2 of this form and agrees to comply with the parameters detailed and pertaining to the legislation allowing for the allocation of funds.**

\_\_\_\_\_  
Recipient Organization (Organization Seal) Attest \_\_\_\_\_ Recipient Organization Secretary

\_\_\_\_\_  
Signature of President or Vice President Type or Print Name Date

**For Commission Office Use**

Approved Amount Allocated \$ \_\_\_\_\_ at BCC Meeting on \_\_\_\_\_, Item Number \_\_\_\_\_

Submit form to the Office of Policy and Budgetary Affairs

Submit form to the Office of Management and Budget

Allocate Funds from:

- Discretionary Reserve
- Stroller Fee Fund
- Office Budget Funds

Allocate Funds from:

- FTX Naming Rights Funds as defined by R-238-91
- Marlins Settlement Funds as defined in R-226-21
- District Designated Program

APPROVED \_\_\_\_\_  
Commissioner's Signature Date

Attest: Harvey Ruvin, Clerk  
Miami-Dade County, Florida By: \_\_\_\_\_  
Deputy Clerk

**For OMB/OPBA/Finance Department Use**  
Informs SUPPLIER ID: \_\_\_\_\_ Informs Chart of Accounts: \_\_\_\_\_

## Terms and Conditions

**Breach of Agreement:** A breach by the Organization shall have occurred under this Agreement if: the Organization fails to fulfill in a timely or proper manner any and all of its obligations, covenants, agreement and stipulations in this Agreement. If the Organization breaches this Agreement, the County may pursue any or all of its legal remedies. The County Mayor or Mayor's designee is authorized to terminate this Agreement on behalf of the County.

**Civil Rights:** The Organization agrees to abide by Chapter 11A of the Code of Miami-Dade County ("County Code"), as amended, which prohibits discrimination in employment, housing and public accommodations; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment and public accommodation; the Age Discrimination Act of 1975, 42 U.S.C., as amended which prohibits discrimination in employment because of age; Section 504 of the Rehabilitation Act of 1973, 29 § U.S.C. 794, as amended, which prohibits discrimination on the basis of disability; the Americans with Disabilities Act, 42 U.S.C. § 12103 et seq., which prohibits discrimination in employment and public accommodations because of disability; the Rehabilitation Act; the Federal Transit Act, 49 U.S.C. § 1612; the Fair Housing Act, 42 U.S.C. § 3601 et. seq; and the Domestic Violence Leave Ordinance, codified as § 11A -60 et. seq. of the Miami-Dade County Code.

### **Payment Procedures**

The County agrees to pay the Organization for the services described in this agreement.

The recipient organization shall submit proof of active federal tax classification by providing, as part of application, a completed W-9 form.

Pursuant to Miami-Dade County Budget Ordinance #04-166 through #04-171, notwithstanding any other provision of the County Code, resolution or administrative order to the contrary, non-profit entities allocated County monies shall not be required to complete affidavits of compliance with the various policies or requirements applicable to entities contracting or transacting business with the County.

### **Use of Funds**

The recipient organization understands by the acceptance of these funds, it agrees to provide the services described on the application form and as approved by the Commissioner allocating the funds.

The recipient organization understands that allocations made from the FTX/Arena Funds and the Marlins Settlement Funds set specific parameters for the use of funds, detailed in Resolutions, R-238-91 and R-226-21, respectively.

**Prohibited Use of Funds:** The Organization shall not utilize County funds to retain legal counsel for any action or proceeding against the County or any other of its agents, instrumentalities, employees, or officials. The Organization shall not utilize County funds to provide legal representation, advice or counsel to any client in any action or proceeding against the County or any of its agent, instrumentalities, employees, or officials.

### **Audits**

The recipient organization must keep on file all invoices and payment documentation associated with this agreement/application for a period of no less than three (3) years from the date of acceptance of funds.

**Office of Miami-Dade Inspector General.** Miami-Dade County has established the Office of Inspector General, which is empowered to perform random audits on all County contracts throughout the duration of each agreement. Grant recipients are exempt from paying the cost of the audit, which is normally ¼ of 1% of the total agreement amount.

**Independent Private Sector Inspector General Review.** Pursuant to Miami-Dade County Administrative Order 3-20, the Organization is aware that the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so and at the County's expense. The Organization shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and copying, including documents held by sub-consultants assignees. The County may conduct other audits or investigations, as it deems reasonable. The terms of this Section shall not impose any liability on the County by the Organization or any third party.