



MEMORANDUM

TO: Honorable Chairperson Barbara Carey-Shuler, Ed.D. DATE: February 17, 2004
and Members, Board of County Commissioners

FROM: 
George W. Burgess
County Manager

SUBJECT: **Supplementary Information
for Agenda Item #7H1A**

The attached is being placed on the agenda to provide supplementary information to item #7H1A.

In order to provide supplementary information regarding Agenda Item 7H1A, attached is the Contract with Provider, The Advocates Program, and Inc. to operate the Northwest Domestic Violence Center. The Contract is for the operations of a 24-hour residential program, 7 days a week. The effective term of the Contract is from January 2004 to January 2005. The County has sole discretion to renew the Contract for two additional one-year periods contingent upon satisfactory performance by the Provider and subject to the availability of funds. Upon execution of the Contract, the County will provide the Provider with twenty-five percent (25%) of the Contract amount. The contract shall not exceed \$4.75 million. The Contract further requires that in addition to the operation of the Center, the Provider shall have as the primary mission of the organization the provision of services to victims of domestic violence or prepare to submit a detailed plan as to how this requirement will be accomplished within a 12-month period. If the Provider chooses to establish this requirement they shall agree to a 20% holdback of the first year's funding until the requirement is fulfilled. Failure to accomplish this requirement in the allotted time period (12 months) would result in the agency's forfeiture of the 20%. The eight program components requiring certification are: information and referral, counseling, emergency shelter for 24 hours or more, hotline, child assessments, case management, community education, and professional training. The Provider is required to render services in accordance with the Scope of Services and Outcome and Output Measures incorporated in the Contract as Attachment A.


Assistant County Manager

MIAMI-DADE DEPARTMENT OF HUMAN SERVICES

CONTRACT

This Contract, made this February day of, 2004, by and between Miami-Dade County, (hereinafter referred to as the "County") a political subdivision of the State of Florida (hereinafter referred to as "County") through its Department of Human Services (hereinafter referred to as "Department"), located at 111 N.W. 1st Street, Suite 2210 - Miami, FL 33128-1912, and The Advocate Program, Inc. having offices at 5040 N.W. 7th Street, #780, Miami, FL 33126 (hereinafter referred to as "Provider") states conditions and covenants for the rendering of social and/or crime prevention services (hereinafter referred to as "Services") for the County.

WHEREAS, the Home Rule Charter authorizes Dade County to provide for the uniform health and welfare of the residents throughout the County and further provides that all functions not otherwise specifically assigned to others under the Charter shall be performed under the supervision of the County Manager; and

WHEREAS, the Board of County Commissioners (hereinafter referred to as the "Board") through Resolution R-02-1319 authorized the Alliance for Human Services to administer and manage Miami-Dade County's Domestic Violence Oversight Board's (hereinafter referred to as the "DVOB") funding process; and

WHEREAS, the Board through Resolution R-02-1319 authorized a three year cycle of funding for FY **2004-07** for a provider to operate a Domestic Violence Center; and

WHEREAS, the Provider will develop and provide services of value to the County and has demonstrated an ability to provide these services; and

WHEREAS, the County is desirous of assisting the Provider in providing those services and the Provider is desirous of providing such services; and

WHEREAS, the County has appropriated funds to the Provider for the proposed services,

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

I. AMOUNT PAYABLE. Subject to available funds, the maximum amount payable for services rendered under this Contract shall not exceed **\$4.75 Million**. Both parties agree that should available County funding be reduced, the amount payable under this Contract may be proportionately reduced at the option of the County.

II. SCOPE OF SERVICES AND OUTCOME AND OUTPUT MEASURES. The Provider agrees to render services in accordance with the Scope of Services and Outcome and Output Measures incorporated herein and attached hereto as Attachment A.

The Provider will implement the Scope of Services and Outcome and Output Measures as described in Attachment A in a manner deemed satisfactory to the County. Any modification or amendment to the Scope of Services or the Outcome and Output Measures shall not be effective until approved by the Department in writing.

Provider agrees to provide the services described in Provider's proposal to the Alliance for Human Services RFP incorporated herein as Attachment F. If there is a conflict between the services proposed in the proposal and the services to be delivered as described in this Contract and in the Scope of Services and Outcome and Output Measures (Attachment A), the language of this Contract and the Scope of Services and Outcome and Output Measures (Attachment A) shall control.

III. BUDGET SUMMARY. The Provider agrees that all expenditures or costs shall be made in accordance with the Budget, which is incorporated herein by reference and attached hereto as Attachment B.

The provider may shift funds between line items not to exceed fifteen percent (15%) of the total budget by submission of a Budget Modification Request to the Department for approval. Variances greater than fifteen percent (15%) in any line item shall require prior approval and a budget modification approved by the President or Vice President of the provider as well as the Department. The Budget Modification shall replace Attachment B.

In no event shall the budget include a line item for indirect costs in excess of Eight percent (8 %) of the total budget. The provider must support the line item with proper documentation. The Provider may amend the budget no more than twice during the term of this Contract. A final budget revision must be submitted 45 days prior to the expiration of the Contract.

IV. EFFECTIVE TERM. The effective term of this Contract shall be from **January 2004 to January 2005**. The County in its sole discretion may renew this Contract for two (2) additional one-year period(s) contingent upon satisfactory performance by the Provider and subject to the availability of funds. The County shall notify the provider of its intent to exercise the option to renew no later than thirty (30) days prior to the expiration of this Contract. Performance and the amount payable may be renegotiated at the option of the County prior to renewal.

V. INDEMNIFICATION BY PROVIDER.

A. **Government Entity.** Government entity shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Contract by the government entity or its employees, agents, servants, partners, principals or subcontractors. Government entity shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Florida Stat., subject to the provisions of the Statute whereby the government entity shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$100,000, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the government

entity arising out of the same incident or occurrence, exceed the sum of \$200,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the government entity.

B. **All Other Providers.** The Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the Provider or its employees, agents, servants, partners principals or subcontractors. Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

C. **Term of Indemnification.** The provisions of this section or indemnification shall survive the expiration or termination of this Contract.

VI. INSURANCE.

A. **Government Entity.** If the Provider is the State of Florida or agency or political subdivision of the State as defined in Section 768.28, Florida Statutes, the Provider shall furnish to the County, upon request, written verification of liability protection in accordance with section 768.28, Florida Statutes. Nothing herein shall be construed to extend any party's liability beyond that provided in section 768.28, Florida Statutes.

B. All Other Providers.

1. **Modification and Changes.** The Provider shall notify the County of any intended changes in insurance coverage, including but not limited to any renewals of existing insurance policies.

Upon review of the Provider's Scope of Services (Attachment A) by the County's Risk Management Division, the County may increase, waive or modify any of the following insurance requirements. Any request by a Provider to decrease, waive or modify any of the following insurance requirements must be approved in writing by the County's Risk Management Division.

2. **Minimum Insurance Requirements: Certificates of Insurance. The Provider shall furnish to the Department, Miami-Dade County, c/o Department of Human Services – Contract Management Division, 111 NW 1 Street, Suite 2130, Miami, FL 33128** Certificate(s) of Insurance indicating that insurance coverage has been obtained which meets the requirements as outlined below:

a. Worker's Compensation Insurance for all employees of the Provider as required by Florida Statute 440.

b. Public Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.

c. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. For Providers using vans or mini-vans with seating capacities of fifteen (15) passengers or more, the limit of liability required for Automobile Liability Insurance is \$500,000.

d. Professional Liability Insurance, when applicable, in the name of the Provider in an amount not less than \$300,000.

3. Classifications and Ratings. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the services or operations described in the Scope of Services (Attachment A). All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized to do Business in Florida," issued by the State of Florida Department of Insurance and must be members of the Florida Guaranty Fund.

Certificates of Insurance shall indicate that no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

C. Failure to Provide Certificates of Insurance. If the Provider fails to furnish the County with or Certificates or written verification required under this section or as determined by the County's Risk Management Division after review of the Scope of Services (Attachment A), the County shall not disburse any funds until it is provided with the necessary Certificates of Insurance or written verification. Failure to provide the Certificates of Insurance or written verification within sixty (60) days of execution of this Contract may result in termination of this Contract.

VII. PROOF OF LICENSURE/CERTIFICATION AND BACKGROUND SCREENING.

A. Licensure. If the Provider is required by the State of Florida or Miami-Dade County to be licensed or certified to provide the services or operate the facilities outlined in the Scope of

Services (Attachment A), the Provider shall furnish a copy of all required current licenses or certificates. Examples of services or operations requiring such licensure or certification include but are not limited to childcare, day care, nursing homes, and boarding homes.

If the Provider fails to furnish the County with the licenses or certificates required under this Section, the County shall not disburse any funds until it is provided with such licenses or certificates. Failure to provide the licenses or certificates within sixty (60) days of execution of this Contract may result in termination of this Contract.

- B. Background Screening. In accordance with sections 39.076 and 39.001, Florida Statutes, only employees and subcontracted personnel with a satisfactory background check through an appropriate screening agency (i.e., the Florida Department of Juvenile Justice, Florida Department of Law Enforcement or Federal Bureau of Investigation) may work in direct contact with children or youth.

If the Provider fails to furnish the County with proof of the satisfactory background screening required under this Section, the County shall not disburse any funds until it is provided with documented proof that the required background screening was initiated.

VIII. CONFLICT OF INTEREST. The Provider agrees to abide by and be governed by Dade County Ordinance No. 72-82 (Conflict of Interest Ordinance codified at Section 2-11.1 et al. of the Code of Miami-Dade County), as amended, which is incorporated herein by reference as if fully set forth herein, in connection with its Contract obligations hereunder.

IX. CIVIL RIGHTS. The Provider 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; and the Americans with Disabilities Act, 42 U.S.C. § 12103 et seq., which prohibits discrimination in employment and public accommodations because of disability.

It is expressly understood that upon receipt of evidence of discrimination under any of these laws, the County shall have the right to terminate this Contract. It is further understood that the Provider must submit an affidavit attesting that it is not in violation of the Americans with Disability Act, the Rehabilitation Act, the Federal Transit Act, 49 U.S.C. § 1612, and the Fair Housing Act, 42 U.S.C. § 3601 et seq. If the Provider or any owner, subsidiary, or other firm affiliated with or related to the Provider, is found by the responsible enforcement agency, the Courts or the County to be in violation of these Acts, the County will conduct no further business with the Provider. Any contract entered into based upon a false affidavit shall be void able by the County. If the Provider violates any of the Acts during the term of any Contract the Provider has with the County, such Contract shall be void able by the County, even if the Provider was not in violation at the time it submitted its affidavit.

The Provider agrees that it is in compliance with the Domestic Violence Leave, codified as § 11A-60 et. seq. of the Miami-Dade County Code, which requires an employer, who in the regular course of business has fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks to provide domestic violence leave to its

employees. Failure to comply with this local law may be grounds for voiding or terminating this Contract or for commencement of debarment proceedings against Provider.

X. NOTICES. It is understood and agreed between the parties that written notice addressed to the Department and mailed or delivered to the address appearing on page one (1) of the Contract and written notice addressed to the Provider and mailed or delivered to the address appearing on page one (1) of this Contract shall constitute sufficient notice to either party.

XI AUTONOMY. Both parties agree that this Contract recognizes the autonomy of and stipulates or implies no affiliation between the contracting parties. It is expressly understood and intended that the Provider is only a recipient of funding support and is not an agent or instrumentality of the County. Furthermore, the Provider's agents and employees are not agents or employees of the County.

XII. BREACH OF CONTRACT: COUNTY REMEDIES.

A. Breach. A breach by the Provider shall have occurred under this Contract if: (1) the Provider fails to provide the services outlined in the Scope of Services (Attachment A) within the effective term of this Contract; (2) the Provider ineffectively or improperly uses the County funds allocated under this Contract; (3) the Provider does not furnish the Certificates of Insurance required by this Contract or as determined by the County's Risk Management Division; (4) the Provider does not furnish proof of licensure/certification or proof of background screening required by this Contract; (5) the Provider fails to submit, or submits incorrect or incomplete proof of expenditures to support disbursement requests or advance funding disbursements or fails to submit or submits incomplete or incorrect detailed reports of expenditures or final expenditure reports; (6) the Provider does not submit or submits incomplete or incorrect required reports; (7) the Provider refuses to allow the County access to records or refuses to allow the County to monitor, evaluate and review the Provider's program; (8) the Provider discriminates under any of the laws outlined in Section IX of this Contract; (9) the Provider fails to provide Domestic Violence Leave to its employees pursuant to local law; (10) the Provider falsifies or violates the provisions of the Drug Free Workplace Affidavit (Attachment C); (11) the Provider attempts to meet its obligations under this contract through fraud, misrepresentation or material misstatement; (12) the Provider fails to correct deficiencies found during a monitoring, evaluation or review within the specified time; (13) the Provider fails to meet the terms and conditions of any obligation under any contract or otherwise or any repayment schedule to the County or any of its agencies or instrumentalities; (14) the Provider fails to submit the Certificate of Corporate Status, Board of Directors requirement or proof of tax status; (15) fails to meet any of the terms and conditions of the Dade County Affidavits (Attachment C) or the State Affidavit (Attachment D); or (16) the Provider fails to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements and stipulations in this Contract. Waiver of breach of any provisions of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract.

B. County Remedies. If the Provider breaches this Contract, the County may pursue any or all of the following remedies:

1. The County may terminate this Contract by giving written notice to the Provider of such termination and specifying the effective date thereof at least five (5) days before the effective date of termination. In the event of termination, the County may: (a) request the return of all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared and secured by the Provider with County funds under this Contract; (b) seek reimbursement of County funds allocated to the Provider under this Contract; or (c) terminate or cancel any other contracts entered into between the County and the Provider. The Provider shall be responsible for all direct and indirect costs associated with such termination, including attorney's fees;

2. The County may suspend payment in whole or in part under this Contract by providing written notice to the Provider of such suspension and specifying the effective date thereof, at least five (5) days before the effective date of suspension. If payments are suspended, the County shall specify in writing the actions that must be taken by the Provider as condition precedent to resumption of payments and shall specify a reasonable date for compliance. The County may also suspend any payments in whole or in part under any other contracts entered into between the County and the Provider. The Provider shall be responsible for all direct and indirect costs associated with such suspension, including attorney's fees;

3. The County may seek enforcement of this Contract including but not limited to filing an action with a court of appropriate jurisdiction. The Provider shall be responsible for all direct and indirect costs associated with such enforcement, including attorney's fees;

4. The County may debar the Provider from future County contracting;

5. If, for any reason, the Provider should attempt to meet its obligations under this Contract through fraud, misrepresentation or material misstatement, the County shall, whenever practicable terminate this Contract by giving written notice to the provider of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. The County may terminate or cancel any other contracts which such individual or entity has with the County. Such individual or entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees. Any individual or entity who attempts to meet its contractual obligations with the county through fraud, misrepresentation or material misstatement may be disbarred from county contracting for up to five (5) years;

6. Any other remedy available at law or equity.

C. The County Manager is authorized to terminate this Contract on behalf of the County.

D. Damages Sustained. Notwithstanding the above, the Provider shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract, and the County may withhold any payments to the Provider until such time as the exact amount of damages due the County is determined. The County may also pursue any remedies available at law or equity to compensate for any damages sustained by the breach. The Provider shall be responsible for all direct and indirect costs associated with such action, including attorney's fees.

XIII. TERMINATION BY EITHER PARTY. Both parties agree that this Contract maybe terminated by either party hereto by written notice to the other party of such intent to terminate at

least-thirty (60) days prior to the effective date of such termination. The County Manager is authorized to terminate this Contract on the behalf of the County.

XIV. PAYMENT PROCEDURES. The County agrees to pay the Provider for services rendered under this Contract based on the procedures outlined below, the approved line item budget, and if applicable the Sherman S. Winn Prompt Payment Ordinance (Ordinance 94-40).

A. Performance Based Contract: How payment will be made. The parties agree that this is a performance-based Contract and that the Provider shall be paid on an incremental basis contingent upon the submission of a satisfactory Monthly Performance Report and a satisfactory Monthly Summary of Expenditures Report. The County has the right to withhold payment if the Department deems either required monthly report to be unsatisfactory. The County shall have the sole discretion in determining if the Provider is entitled to such funds and the County's decision in this matter shall be binding.

On **January 1, 2004** or thereafter, upon execution of the Contract the County will provide the **Provider with twenty-five percent (25%) of the contract amount.** Thereafter, for each month of satisfactory performance, the County will reimburse the Provider up to 1/11th of sixty-five percent (65%) of the contract amount. The County shall withhold ten percent (10%) of the contract amount for disbursement to the Provider at the expiration of this Contract. This disbursement shall occur upon receipt of the final Monthly Performance Report and the Monthly Summary of Expenditures Report and is contingent upon the Provider's overall satisfactory performance.

B. No Payment of Subcontractors. In no event shall County funds be advanced directly to any subcontractor hereunder. The county is not liable for payment to any subcontractor of the Provider hereunder.

C. Requests for Payment. The County agrees to pay all budgeted costs incurred by the Provider, which are allowable under the County guidelines. In order to receive payment for allowable costs, the Provider shall submit a Monthly Summary of Expenditures Report and a Monthly Performance Report on forms provided by the Department. The Department must receive the Monthly Summary of Expenditures Report and the Monthly Performance Report no later than the 15th day of the month following the month for in which services were provided. The Monthly Summary of Expenditures Report shall reflect the expenses incurred by the Provider for the month services were rendered and documented in the Monthly Performance Report. Upon submission of satisfactory required monthly reports, the Department shall make payment.

The Provider shall not be required to submit documentation of expenditures for payment. The Provider agrees to maintain originals of cancelled checks, invoices, receipts, and other evidence of indebtedness as proof of expenditure. When original documents cannot be produced, the Provider must adequately justify their absence in writing and furnish copies as proof of expenditure. These documents shall be maintained by the Provider for a period of no less than five years and shall be made available for County staff inspection at any time.

The County will not approve payments for in-kind or volunteer services provided by the Provider on behalf of the project.

D. Processing the Request for Payment. The parties agree that the processing of a payment request shall take a minimum of fifteen (15) days from receipt, if the required monthly reports are satisfactory. The County's Finance Department will issue and mail the check directly to the Provider at the address listed on page one (1) of this Contract, unless otherwise directed by the Provider. It is the responsibility of the Provider to maintain sufficient financial resources to meet the expenses incurred during the period between the provision of services and payment by the County.

Failure to submit the Monthly Performance Report and Monthly Summary of Expenditures Report in a manner deemed correct and acceptable by the County, by the 15th day of each month following the month in which the service was delivered, shall be considered a breach of this Contract and may result in termination of this Contract.

E. Closeout Report/Recapture of Funds. Upon the expiration of this Contract, the Provider shall submit a Closeout Report to the Department no more than forty-five (45) days after the expiration of this Contract. This report shall include a cumulative year-end summary of Provider's performance and fiscal expenditures. If after receipt of this Closeout Report, the Department determines that the Provider has been paid funds not in accordance with the Contract, and to which it is not entitled, the Provider shall return such funds to the County or submit appropriate documentation. The County shall have the sole discretion in determining if the Provider is entitled to such funds and the County's decision on this matter shall be binding. Additionally, the County shall recapture any unexpended or unallocated funds.

F. DHS Contract Management Manual. All requests for payment will be processed pursuant to the Department's General Procedures Manual. The Department will provide a copy of this Manual to Provider.

XV. PROHIBITED USE OF FUNDS.

A. Adverse Actions or Proceeding. The Provider shall not utilize County funds to retain legal counsel for any action or proceeding against the County or any of its agents, instrumentalities, employees or officials. The Provider 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 agents, instrumentalities, employees or officials.

B. Religious Purposes. County funds shall not be used for religious purposes.

C. Commingling Funds. The Provider shall not commingle funds provided under this Contract with funds received from any other funding sources.

XVI. RECORDS, REPORTS, AUDITS, MONITORING AND REVIEW.

A. Certificate of Corporate Status. The provider must submit to the Department, within thirty (30) days from the date of execution of this Contract, a certificate of status in the name of the provider, which certifies the following: that the provider is organized under the laws of the State of Florida; that all fees and penalties have been paid; that the providers most recent annual report has been filed; that its status is active; and that the provider has not filed an Article of Dissolution.

B. Board of Director Requirements. The Provider shall insure that the Board of Directors is apprised of the fiscal, administrative and contractual obligations of the project funded through the County by passage of a formal resolution authorizing execution of the Contract with the County. Failure to provide a copy of the resolution within 15 days of execution of this contract may result in termination of this Contract.

C. Proof of Tax Status. The Provider is required to submit to the County the following documentation: (a) The I.R.S. tax exempt status determination letter; (b) the most recent I.R.S. form 990; (c) the annual submission of I.R.S. form 990 within (6) months after the Provider's fiscal year end; (d) IRS 941 - Quarterly Federal Tax Return Reports within thirty-five (35) days after the quarter ends and if the 941 reflects a tax liability, proof of payment must be submitted within sixty (60) days after the quarter ends.

D. Accounting Records. The Provider shall keep accounting records, which conform with generally accepted accounting principles. The Provider will retain all such records for not less than five (5) years beyond the term of this Contract.

E. Financial Audit. If the Provider has or is required to have an annual certified public accountant's opinion and related financial statements, the Provider agrees to provide these documents to the Department no later than one hundred eighty (180) calendar days following the end of the Provider's fiscal year, for each year during which this Contract remains in force or until all funds earned from this Contract have been so audited, whichever is later.

F. Access to Records: Audit. The County reserves the right to require the Provider to submit to an audit by an auditor of the County's choosing. The Provider shall provide access to all of its records which relate to this Contract at its place of business during regular business hours. The Provider agrees to provide such assistance as may be necessary to facilitate their review or audit by the County to insure compliance with applicable accounting and financial standards. The Provider agrees to maintain supporting documentation for all services provided under this Contract and shall submit such supporting documentation to the County upon request.

G. Office of Miami-Dade County 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 contract. Grant recipients are exempt from paying the cost of the audit, which is normally ¼ of 1% of the total contract amount.

The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs.

Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in compliance with plans, specifications and applicable law.

The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, proposal submittals, activities of the Provider, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon ten (10) days prior written notice to the Provider from the Inspector General or IPSIG retained by the Inspector General, the Provider shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying.

The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Provider's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, worksheets, proposals and Contracts from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

The provisions in this section shall apply to the Provider, its officers, agents, employees, subcontractors and suppliers. The Provider shall incorporate the provisions in this section in all subcontractors and all other Contracts executed by the Provider in connection with the performance of the contract.

Nothing in this contract shall impair any independent right of the County to conduct audit or investigative activities. The provisions of this section are neither intended nor shall the Provider or third parties construe them to impose any liability on the County.

H. Independent Private Sector Inspector General Reviews. Pursuant to Miami-Dade County Administrative Order 3-20, the Provider is aware that the County has the right to retain the services of an Independent Private Sector Inspector General ("IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Provider shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Contract for inspection and copying. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Provider's budget and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services.

The terms of this provision herein, apply to the Provider, its officers, agents, employees, sub-consultants and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Provider in connection with this Contract. The terms of this Section shall not impose any liability on the County by the Provider or any third party.

I. Monthly Performance Reports. The Provider shall furnish the Department with written Monthly Performance Reports on the achievement of its goals as outlined in its Scope of Services. The Monthly Performance Reports shall explain the Provider's progress for each month that services are provided. The data should be quantified when appropriate. Said reports are due by the 15th of the month following the month for which services were provided.

The Provider agrees that all Monthly Performance Reports submitted by the Provider to the Department shall be made available to the Alliance for Human Services and its members/partners.

J. Monitoring: Management Evaluation and Performance Review. This section shall pertain only to Providers whose funding allocation under this Contract is \$10,000 or more or whose funding allocation becomes \$10,000 or more during the term of this Contract.

The Provider agrees to permit County personnel to perform random scheduled monitoring, reviews and evaluations of the program, which is the subject of this Contract. The Department shall monitor both fiscal and programmatic compliance with all the terms and conditions of the Contract. The Provider shall permit the Department to conduct site visits, client assessment surveys, and other techniques deemed reasonably necessary to fulfill the monitoring function. A report of the Department's findings will be delivered to the Provider and the Provider will rectify all deficiencies cited within the period of time specified in the report. If such deficiencies are not corrected within the specified time, the County may suspend payments or terminate this Contract. The Department shall conduct one or more formal management evaluation and performance reviews of the Provider. Continuation of this Contract or future funding is dependent upon satisfactory evaluation conclusions.

The Provider agrees that all monitoring reports completed by the Department shall be made available to the Alliance for Human Services and its members/partners.

K. Client Records. The Provider shall maintain a separate individual case file for each client/family served. This case file shall include all pertinent information regarding case activity. At a minimum, the case file will contain referral and intake information, treatment plans, and case notes documenting the dates services were provided and the kind of service provided. These files shall be subject to the audit and inspection requirements under Article XVI Section F, G, H and J of this Contract.

XVII. SUBCONTRACTORS and ASSIGNMENTS.

A. Subcontracts. The parties agree that no assignment or subcontract will be made or let in connection with this Contract without the prior written approval of the Department, which shall not be unreasonably withheld, and that all subcontractors or assignees shall be governed by the terms and conditions of this Contract.

B. If this Contract involves the expenditure of \$100,000 or more by the County and the Provider intends to use subcontractors to provide the services listed in the Scope of Service (Attachment A) or suppliers to supply the materials, the Provider shall provide the names of the subcontractors and suppliers on the form attached as Attachment E. Provider agrees that it will not change or substitute subcontractors or suppliers from those listed in Attachment E without prior written approval of the County.

XVIII. MISCELLANEOUS.

A. Publicity. It is understood and agreed between the parties hereto that this Provider is funded by Miami-Dade County. Further, by the acceptance of these funds, the Provider agrees that events funded by this Contract shall recognize the County as a funding source. The Provider shall ensure that all publicity, public relations, advertisements and signs recognizes the County for the support of all contracted activities.

This is to include, but is not limited to, all posted signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions, and stationery. The use of the official County logo is permissible. The Provider shall ensure that all media representatives, when inquiring about the activities funded by this contract, are informed that the County is its funding source.

B. Contract Guidelines. This Contract is made in the State of Florida and shall be governed according to the laws of the State of Florida. Proper venue for this Contract shall be Miami-Dade County, Florida.

C. Modifications and Change Orders. Any alterations, variations, modifications, extensions or waivers of provisions of this Contract including but not limited to amount payable and effective term shall only be valid when they have been reduced to writing, duly approved and signed by both parties and attached to the original of this Contract.

The County and Provider mutually agree that modification of the Scope of Services schedule of payments, billing and cash payment procedures, set forth herein and other such revisions may be negotiated as a written amendment to this Contract between the parties.

The County Manager is authorized to make modifications to this Contract as described herein on behalf of the County.

The Office of the Inspector General shall have the power to analyze the need for, and the reasonableness of proposed change orders.

D. Counterparts. This Contract is signed in five (5) counterparts, and each counterpart shall constitute an original of this Contract.

E. Headings, Use of Singular and Gender. Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Contract. Wherever used herein, the singular shall include the plural and plural shall include the singular, and pronouns shall be read as masculine, feminine or neuter as the context requires.

F. Totality of Contract/Severability of Provisions. This fifteen (15) page Contract with its recitals on the first page of the Contract and with its attachments as referenced below contain all the terms and conditions agreed upon by the parties:

Attachment A:	Scope of Services
Attachment B:	Budget
Attachment C:	Miami-Dade County Affidavits
Attachment C1:	Code of Business Ethics
Attachment C2:	Miami-Dade County Debarment Disclosure Affidavit
Attachment D:	State Public Entities Crime Affidavit
Attachment E:	List of Subcontractors and Suppliers
Attachment F:	Proposal
Attachment G:	Special Conditions (where applicable)

No other Contract, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind any of the parties hereto. If any provision of this Contract is held invalid or void, the remainder of this Contract shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their respective and duly authorized officers as of the day and year first above written.

(SEAL)

ATTEST: _____
AGENCY NAME

By: _____
(Signature of Authorized Representative)

By: _____
(Signature of Authorized Representative)

Type or Print Name

Type or Print Name

Witnesses:

By: _____
(Signature)

By: _____
(Signature)

Type or Print Name

Type or Print Name

ATTEST:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA

By: _____
DEPUTY CLERK

By: _____
GEORGE M. BURGESS
COUNTY MANAGER

ATTACHMENT A

Scope of Services

Scope of Services for Center Operator

The Provider shall operate and maintain the Northwest Miami-Dade Domestic Violence Center on behalf of Miami-Dade County and the Miami-Dade County Domestic Violence Oversight Board. The Domestic Violence Center (hereinafter referred to as the "Center") was built and equipped by the DVOB to be a "turn-key" operation as described in Section 3.3 below. Appendix F includes a floor plan of the Center.

Requirements and Components:

The Provider shall operate the Center as a 24-hour residential program. The Center must have a staff schedule demonstrating sufficient staff coverage 24 hours a day, 7-days a week.

In addition the Provider shall:

1 Have as the primary mission of the organization the provision of services to victims of domestic violence.

OR

2. Prepare and submit a detailed plan on how the requirement (the primary mission of the organization must be the provision of services to victims of domestic violence) will be accomplished in a 12-month period. Applicants choosing to establish this requirement shall agree to a 20% holdback of the first year's funding until the requirement is fulfilled. Failure to accomplish this requirement in the allotted time period (12 months) will result in the agency's forfeiture of the 20%.

- The Center Operator must maintain operations on the most current Administrative Rules for Certification Standards, Confidentiality and Evaluation.

The eight (8) program components required for certification are:

- 1. Information and Referral: The provision to domestic violence victims or individuals assisting domestic violence victims of information about and referrals to services and resources according to individual needs.
- 2. Counseling: Providing information on the dynamics of domestic violence; doing an assessment of risk, and engaging in other supportive activities with victims of domestic violence. The service may utilize a professional or peer model of counseling.
- 3. Emergency Shelter for 24 Hours or More: Temporary emergency safe housing for domestic violence victims and their dependents.
- 4. Hotline: The provision of crisis counseling and information and referral on a 24 hour per day, seven days a week basis by center staff, paid or unpaid. The use of answering devices or commercial

telephone answering services to cover the crisis line is not permitted.

- 5. Child Assessments: Evaluation of the basic needs of children served by the program, and the referral of children to services, if needed. Services include screening for child abuse and assessment of risk.
- 6. Case Management: The provision of a client needs assessment, development of a service plan, and the coordination of services and follow-up. Case management plans must include a written safety plan signed by the client. The center shall provide one on one case management to residents in shelter for 72 hours or more and to non-residents after three counseling sessions.
- 7. Community Education: Presentation to the public, both in person and through the media, of information on the incidence, and dynamics of domestic violence.
- 8. Professional Training: Provision of domestic violence training to law enforcement personnel, other professionals and paraprofessionals.

In addition to the above the Provider shall:

Enter into a contract with the Miami-Dade Health Trust, Jackson Memorial Hospital (JMH) to serve as the primary medical service provider at the Center's health clinic. The Center Operator shall provide a clerk to the clinic to process the financials and other duties related to the operation of the clinic. JMH will train this clerk.

- Enter into a **Permit agreement** with Miami-Dade County for the property (building and grounds of the Center). The yearly cost of the agreement will be \$10. Included in the **Permit** will be the conditions by which party will provide maintenance of the facility, grounds and property.
- Create a 60-day plan detailing how the provider will proceed to ensure that all staff and operational documents will be in place to open the Center's doors no later than 60 days after the award. This includes a comprehensive list of the operation documents required. Develop a Hot-line short intake form to be used to collect, at a minimum, demographic data, risk factors, purpose of call, and any referrals made during the call.
- Create, maintain, and update a client database and a referral sources database. The Center must have clear and detailed written procedures regarding database maintenance and preservation including identifying staff, or other individuals allowed access to same and the protocols to ensure client confidentiality. Miami-Dade County, through the Domestic Violence Oversight Board and/or the Department of Human Services reserves the right to require additional data collection as it deems necessary and appropriate.
- Provide quarterly and yearly information to the DVOB regarding the number of clients served (both residential and outreach), client demographics, services rendered, number of hotline calls, and any other information as requested by the DVOB. Miami-Dade County, through the Domestic Violence Oversight Board and/or the Department of Human Services may request additional reports.
- Develop a client handbook for residential clients. The handbook should contain information regarding the rights, remedies, and responsibilities of center residents

including the Center's rules regarding order, safety, health, and other aspects of community living.

- Develop protocols to ensure that persons with disabilities can be served by the Center.
- Develop a protocol that ensures that at least two (2) beds are set aside primarily to serve elderly victims (those aged 60 or over). This protocol should include information on how the beds would be used while no elder client requires services as well as a plan of action to vacate the beds if an elder client seeks refuge at the Center.
- Produce protocols and the necessary outreach, coordination of efforts, Memorandum of Agreement/Understanding (MOA/MOU), or any other vehicle necessary to ensure that shelter is available for male victims seeking refuge at the Center at the time of opening the center. Adult male victims cannot be housed at the Center.
- Produce protocols and secure the necessary resources to provide services to non-residential clients, including individual and group counseling and medical services from the in-house health clinic no later than 30 days after opening.
- Produce and maintain collaborative agreements to coordinate service delivery, and share resources to address the full range of victim's needs at the time the center is opened. Partnerships must be secured with the courts, police, victim advocacy programs, Rape Treatment Center (RTC), State Attorney's Office (SAO), community based programs, State of Florida Department of Children and Families (DCF) projects, One Stop Career Centers, the two existing county-run domestic violence shelters and any service provider that might interface with domestic violence or sexual assault victims and survivors no later than 30 days after opening of the center.
- Produce and maintain collaborative agreements with community-based victim advocacy services to ensure that an advocate will be available, if necessary, to accompany center clients (residential and outreach) to court appearances at the time the center is opened.
- Childproof all areas accessible to children. This includes taking any and all steps necessary to restrict access by children to other areas.
- Outside and inside play areas for the children must be available and include play equipment, toys, books, coloring supplies, and any other items to provide a friendly, safe, and nurturing environment for the children.
- Secure a Memorandum of Agreement/Understanding (MOA/MOU) with the Humane Society for the Safe Pet Project no later than 30 days after the center is opened. This project provides shelter for the victims' pets during their stay at the Center so they do not have to be left behind.
- Coordinate with the Office of the Attorney General, Bureau of Crimes Compensation must have a protocol that details coordination linkages At the time the center is opened
- Secure linkages with providers of free/low cost legal services 30 days after the opening of the center. Center must have a protocol to detail coordination linkages secured.

- Provide services in a residential setting. The center will accommodate 40 beds and a few cribs. The facility is equipped with three (3) kitchens, laundry facilities, counseling and training rooms, gathering areas, a children's playroom, staff offices, and a secure outside play area for children. Attachment F provides a floor plan of the site.
- Maintain two (2) vehicles and two (2) fulltime drivers. At least one (1) of the vehicles must be a van and be available to be used for outings with the Center's clients.
- Provide round the clock security services (24 hours a day, seven days a week, and 365 days a year). This service must be provided by properly certified/licensed individuals.
- Provide a part-time psychologist primarily for staff development and support, case review, and client consultations as needed.
- Provide a full-time child advocate to administer child assessments and provide specialized counseling to children and parents/custodians.
- At least one (1) full-time equivalent custodial worker to maintain a clean and healthy environment in the residential areas of the Center including the kitchens and laundry rooms. This requirement is in addition to the custodial services needed to maintain a clean and healthy environment in the staff areas.
- Provide all adult clients served by the Center (residential or outreach) with follow-up services. Follow-up contact and services should take place, at a minimum, at 30-days, 60-days, 90-days, 180-days, and one year after exiting the program.
- Provide qualified staff, paid or unpaid, which must be available to care for the children of victims while they are receiving services at the Center.
- Develop coordination linkages with the Advocate Center for Training and Treatment (ACTT). This Center provides professional training and education services for Domestic Violence and Sexual Assault activities. The Center must develop a protocol that details coordination linkages and to incorporate best practices developed by ACTT into its operation.
- Provide at least one (1) staff member trained in providing assistance to Sexual Assault victims including intervention, counseling, case management, and advocacy.
- Provide a social worker and a staff member with decision-making powers that must be available at all times, whether present at the center or on call, to attend to emergency situations. This requirement may be fulfilled with one staff person if that staff possess both requirements.
- Provide a detailed Outreach plan that includes activities, services, follow-up and tracking mechanisms.
- Provide a detailed scope of services for each sub-contractor, partner, collaborator, or any other party providing a service, materials or equipment to the Center.

- Provide in-center training opportunities to center residents and outreach clients including computer skills training, job search, life skills development, any other appropriate training as necessary to improve the safety and sustainability of the center's clients.
- The Center Operator must inform the clients of the minimum length of stay and any criteria which may impact or shorten this stay.
- The Center Operator must have a protocol in place to make safe shelter available when this cannot be provided by the Center due to being filled to capacity.
- Provide specialized parenting skills training to resident and outreach clients.
- Incorporate and develop a program of services tailored for children who witness domestic violence.
- Develop eligibility requirements for participation in any of the Center's programs must include victims of sexual assault.
- Center staff must perform a complete and thorough intake on all clients. This intake is completed no later than 72 hours after admission for residential clients and in the second contact for outreach clients.
- Provide to all victims seeking services at the center a risk assessment for Domestic Violence and Sexual Assault no later than 72 hour after admission or the second contact for outreach clients.
- Develop for all clients, residential and outreach a safety plan that meets their needs. Residential clients will have the safety plan developed no later than 72 hours after admission. Outreach clients will have a safety plan developed no later than the second contact.
- The Center Operator must assess outreach clients for danger during each service contact.
- Temporary staff cannot be used to provide direct services to clients except in emergency situations. Temporary staff may not occupy any position for longer than 60-days.
- Center must have a policy detailing actions to be taken with an employee who has been arrested for an act of domestic violence or sexual assault, or when there is an injunction case filed against the employee.
- All Center staff, including temporary workers and subcontractors, must have a satisfactory background check.
- The Operator shall ensure that every residential client participate in an exit interview. In the case that the client refuses to participate in the exit interview, the center must document the attempts to provide an exit interview prior to their departure.
- The exit interview must include, at a minimum, an assessment of programs and services, treatment by staff (respectful, tone, helpful), knowledge of domestic violence dynamics, children's services, safety planning, and goal planning. Applicants must submit a sample form and describe how this will be administered.

- Full cooperation with the Independent Evaluator by providing access to the facility, all records, staff, all clients, equipment, and any other as required by the evaluator and the Miami-Dade County, through the Domestic Violence Oversight Board and/or the Department of Human Services.
- A minimum of **\$35,000** of the yearly budget must be set-aside on a yearly basis for direct relief to victims following an approved eligibility and distribution protocol.
- A minimum of **\$50,000** of the yearly budget must be set-aside on a yearly basis to cover the costs of outside daycare services for the children/dependants of victims following an approved eligibility and distribution protocol.
- Cultural competency should be a primary concern and goal. Cultural competency refers to a program's ability, at the levels of policy, administration and practice, to honor and respect those beliefs, interpersonal styles, attitudes and behaviors of culturally diverse clients and the diverse staff who are providing services.
- Center should maintain linguistic competency. Victims accessing the Center should be able to receive services in their native language.
- Volunteer services should be an integral part of the program services.
- The Miami-Dade County Department of Human Services will monitor the Center. In addition, DVOB staff or its designees may evaluate services.

SPECIAL CONDITIONS

- Miami-Dade County Department of Human Services (DHS) and the Advocate Program, Inc. will make every effort not to adversely affect resident(s) (client(s)) of the center housed during DHS's occupancy of the Center during the transition period.
- The Advocate Program, Inc. may have access to the property the next business day after the contract has been signed.
- During the course of this contract the Advocate Program, Inc. and Miami-Dade County Department of Human Services will develop a plan to establish one common Hot-line in Miami-Dade County for domestic violence victims and the community. The goal for this plan is to have a single Hot-line at the center for the purposes of assisting domestic violence victims, professionals, the community, the courts, law enforcement, advocates, medical personnel, and other county wide agencies, or persons with information and referral, shelter space available, crisis counseling, and any other matter related to domestic violence. Included in this plan the Hot line needs to incorporate sexual assault and rape victim information and referral protocols.
- The Advocate Program agrees to the Dial-a-Life staff position being out stationed at the center and utilizing center staff as professional and

knowledge resources for domestic violence victims requesting usage of 911 only cellular telephones. This position will not be in the line item budget of the center, however, this position will show as a DHS employee.

Match Requirements:

This funding requires matching funds for years two and three of the funding cycle. This matching requirement may be partially met (up to a maximum of 50%) with in-kind contributions provided the use of in-kind contributions **must not** diminish the scope or quality of services provided at the center. The match requirements are expected to be as follows:

<u>Program Year</u>	<u>DVOB Funding</u>	<u>Match Requirement</u>
1	1,706,520	0
2	1,551,380	155,138
3	1,422,100	284,420
Total	<u>\$ 4,680,000</u>	<u>\$ 439,558</u>

The amount listed in the first year funding does not include the one-time funding items such as the funding available for computer related expenses and supplies for the health clinic.

Miami Dade County agrees to provide the following:

The "turn-key" term as used within this RFP denotes a facility that will be completed and ready for occupancy at the time that the County turns it over to the operator. In addition to the facility, MDC will (on a one time bases) supply the following:

- Furniture, including beds, lockers, cribs, offices and outside furniture and benches;
- Appliances including washers, dryers, stoves, refrigerators, and dishwashers;
- Cookware, utensils, and dishes;
- Linens;
- Telephone system;
- Window coverings;
- Security System; (monitoring only)
- Pre-wired Outlets for voice and data exchange;
- Card-key security access system;
- Exam tables for the health clinic; and
- Office furniture for the health clinic.
- Basic playground equipment

The Center Operator must replace any and all equipment and furnishings as they become unusable, damaged or dangerous due to normal and usual wear and tear. The Operator must plan to cover the costs of these replacements from the yearly operating budget. Miami-Dade County will not make additional funds available for this expense. The operator must comply with County procedures on disposal of property.

In the first year's budget, MDC will provide the following one-time funding to assist with start up costs:

- \$50,000 for computer equipment, network and equipment installation, and other costs related to installing the systems and procuring connectivity (internet access) for staff and residents; and
- Approximately \$20,000 to purchase basic medical supplies for the health clinic.

The Center Operator must replace stock as needed. The Operator must plan to cover the costs of these replacements from the yearly operating budget. Miami-Dade County will not make additional funds available for this expense.

Outcome and Output Measures

The DVOB is seeking, at a minimum, the following for clients served at the Center and the program:

- 75% Of all adult clients will be seen in the health clinic.
- 100% Of the children will be assessed for a medical home (constant provider of medical services, primary care physician).
- 100% Of children in need of medical attention will receive services in the health clinic.
- 50% Of clients (children and adults) seen at the clinic who have follow-up appointments will keep their appointments.
- 75% Of all adult clients will participate in an exit interview.
- 80% Of those completing the exit satisfaction form, will report satisfaction with the services received.
- 25% Of adult sexual assault victims will return to the Center for follow-up counseling services.
- 25% Of adult DV clients will return to the Center for follow-up counseling services.
- 100% Of all clients will be provided information on Injunctions for Protection (FS 741/784)
- 90% Of all outreach clients will be provided at minimum with individual counseling, support groups, safety planning and an exit interview of program services provided to them.
- 100% Of all clients will be given a safety plan.
- 95% Of adult and child victims in shelter more than 72 hours will have a family safety and security plan when they leave the center. The key elements of a safety plan include, at a minimum:
 - Dangerousness Assessment
 - Abuser Patterns
 - Escape Plan
 - Client Signature

- 100% Of all adult clients will be given information on relocation funds through Office of the Attorney General Bureau of Crimes Compensation and through Temporary Assistance for Needy Families (TANF).
- 100% Of families with children will receive information regarding Medicaid, Kid Care, and other free or low-cost health insurance programs for children and families.
- 100% Of families expressing an interest in these programs (free or low-income health insurance), will receive assistance completing applications and any forms required to determine eligibility and enrollment.
- 100% Of all staff (paid and unpaid) will attend and complete within one-year of beginning operations the training on protocols for confidentiality of Domestic Violence center facilities, client information, reporting of abuse or neglect, medical emergencies, fire emergency, threats of harm by clients or other crimes by clients, search and arrest warrants, subpoenas, confidentiality regarding deceased clients, safety planning, policies and general procedures of the facility. NOTE: After the first year of funding, all new staff must complete these trainings within the first 6-months of employment.
- 100% Of all children in the Center for 72 hours or longer will have a child assessment
- 50% Of all clients, residential and outreach, will respond to follow-up services
- 100% Of hot line calls will be documented
- 100% Of referrals made through the hotline will be documented

ATTACHMENT B

Budget



APPENDIX

AFFIDAVITS FORMAL BIDS

MIAMI-DADE COUNTY BID AFFIDAVITS

- Disability Nondiscrimination Affidavit
- Miami-Dade County Collection of Taxes, Fees, and Parking Tickets Affidavit
- Affidavit Relating to Individuals and Entities Attesting to Being Current in Their Obligations to Miami-Dade County
- Miami-Dade County Domestic Violence Leave Affidavit
- Living Wage Affidavit
- Affirmative Action Plan/Procurement Policy Affidavit
- Affirmative Action Plan Exemption Affidavit
- Code of Business Ethics
- Fair Subcontracting Practices
- Subcontractor/Supplier Listing
- Miami-Dade County Certification of Recycled Environmentally Acceptable Packaging Product Content

NOTE: These forms will be made available to successful applicants

DISABILITY NONDISCRIMINATION AFFIDAVIT

(Resolution R-385-95) Section 1 (1.3 C)

I, being duly first sworn, state that this firm, corporation, or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this contract complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Rehabilitation Act of 1973, 29 U.S.C. Section 794

The Federal Transit Act, as amended 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT

(Ordinance 93-129) See Section 1 (1.3H)

I, being duly first sworn, upon oath deposes and says that the bidder of this contract or his agents, officers, principals, stockholders, subcontractors, or their affiliates are not debarred by Miami-Dade County.

**MIAMI-DADE COUNTY COLLECTION OF TAXES, FEES
AND PARKING TICKETS AFFIDAVIT**

(Ordinance 95-178) Section 1 (1.3 E)

I, being first duly sworn, state that in compliance with the procedures contained in Section 2-8.1(c) of the Code of Miami-Dade County, and as amended by Ordinance 95-178, this firm hereby certifies that the foregoing statements are true and correct.

That all delinquent and currently due fees or taxes (including, but not limited to, real and personal property taxes, convention and tourist development taxes, utility taxes, and occupational license taxes) collected in the normal course by the Miami-Dade County Tax Collector and County issued parking tickets for vehicles registered in the name of the above firm, have been paid.

**AFFIDAVIT RELATING TO INDIVIDUALS AND ENTITIES ATTESTING TO BEING
CURRENT IN THEIR OBLIGATIONS TO MIAMI-DADE COUNTY**

(Ordinance 99-162) See Section 1 (1.3 N)

I, being first duly sworn, state that in compliance with County Ordinance 99-162, the bidder is not in arrears in any payment under a contract, promissory note, or other loan document with the County, or any of its agencies or instrumentalities, including the Public Health Trust (hereinafter referred to as "County"), either directly or indirectly through a firm, corporation, partnership, or joint venture in which the individual or entity has a controlling financial interest as that term is defined in Section 2-11.1(b)(8) of the County Code.

**MIAMI-DADE COUNTY DOMESTIC VIOLENCE LEAVE AFFIDAVIT
(Ordinance 99-5 & Resolution R-185-00) Section 1 (1.3 O)**

That in compliance with Ordinance No 99-5, Resolution No. R-185-00 and the Code of Miami-Dade County, Florida, the following information is provided and is in compliance with all items in the aforementioned legislation. As an employer having, in the regular course of business, fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks in the current or preceding calendar year, do hereby certify to be in compliance with the Domestic Leave Ordinance, codified at 11A-60 et. Seq., of the Miami-Dade-County Code, and that the obligation to provide domestic violence leave to employees shall be a contractual obligation.

**BY SIGNING AND NOTARIZING THIS PAGE YOU ARE
ATTESTING TO AFFIDAVITS ON PAGES 2 AND 3**

MIAMI-DADE COUNTY AFFIDAVITS SIGNATURE PAGE

By: _____ 20 ____
Signature of Affiant Date

Printed Name of Affiant and Title

_____/_____-____/____/____/____/____/____/____/_____
Federal Employer Identification Number

Printed Name of Firm

Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____, 20__

He/She is personally known to me or has presented _____ as identification.
Type of identification

Signature of Notary Serial Number

Print or Stamp Name of Notary Expiration Date

Notary Public – State of _____

Notary

Seal

AFFIRMATIVE ACTION PLAN/PROCUREMENT POLICY AFFIDAVIT
(Ordinance 98-30) Section 1 (1.8 B)

I, being duly first sworn, hereby states that the bidder of this contract has a current Affirmative Action Plan and/or Procurement Policy, as required by Ordinance 98-30, processed and approved for filing with the Miami-Dade County Department of Business Development (DBD) under the file No. _____ and the expiration date of _____.

Witness: _____
Signature Signature

Witness: _____ By: _____
Signature Legal Name and Title

The foregoing instrument was acknowledged before me this _____ day of _____, 20 _____

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:

By: _____

FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:

By: _____ having the title of _____

with _____, a corporation, joint venture, or partnership

DOES NOT APPLY - MY COMPANY'S REVENUE IS LESS THAN \$5 MILLION

Signature Date

PLEASE NOTE:

Ordinance 82-37 requires that all properly licensed architectural, engineering, landscape architectural, and land surveyors have an affirmative action plan on file with the County.

Ordinance 98-30 requires that firms that have annual gross revenues in excess of five (5) million dollars have an affirmative action plan and procurement policy on file with the County. Firms that have a Board of Directors that are representative of the population make-up of the nation are exempt.

For questions regarding these requirements, please contact the Miami-Dade County Department of Business Development at 305-349-5960

This affidavit must be properly executed by the bidder and included with the bid proposal

AFFIRMATIVE ACTION PLAN EXEMPTION AFFIDAVIT
(Ordinance 98-30) Section 1 (1.8 B)

I, being duly first sworn, upon oath deposes that the bidder of this contract has a Board of Directors which is representative of the population make-up of the nation and hereby claims exemption in accordance with the requirements of Ordinance 98-30. Said bidder has a current Board of Directors Disclosure form, as required by Ordinance 98-30, processed and approved for filing with the Miami-Dade County Department of Business Development (DBD) under the file No. _____ and the expiration date of _____.

Witness: _____
Signature Signature

Witness: _____ By: _____
Signature Legal Name and Title

The foregoing instrument was acknowledged before me this _____ day of _____, 20 _____

FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:

By: _____ having the title of _____

With _____ a
_____ corporation, partnership, or joint venture

PLEASE NOTE:

Ordinance 98-30 requires that firms that have annual gross revenues in excess of five (5) million dollars have an affirmative action plan and procurement policy on file with the County. Firms that have a Board of Directors that are representative of the population make-up of the nation are exempt.

For questions regarding these requirements, please contact the Miami-Dade County Department of Business Development at 305-349-5960

This affidavit must be properly executed by the bidder and included with the bid proposal

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____, 20 _____

He/She is personally known to me or has presented _____ as
identification. Type of identification

Signature of Notary

Serial Number

Print or Stamp Name of Notary

Expiration Date

Notary Public – State of _____

Notary Seal

CODE OF BUSINESS ETHICS

Code of Miami-Dade County Section 2-8.1(i) Section 1(1.3L)

I, being duly sworn, hereby state and certify that this firm has adopted a Code of Business Ethics that is fully compliant with the requirements of Section 2-8.1(i) of the Code of Miami-Dade County as amended. I further acknowledge that failure to comply with the adopted Code of Business Ethics shall render any contract with Miami-Dade County voidable, and subject this firm to debarment from County work pursuant to Section 10-38(h)(2) of the Code of Miami-Dade County as amended. I further acknowledge that failure to submit this affidavit shall render this firm ineligible for contract award.

By: _____ 20____
Signature of Affiant Date

Printed Name of Affiant and Title

_____/_____-____/____/____/____/____/_____
Federal Employer Identification Number

Printed Name of Firm

Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____, 20____

He/She is personally known to me or has presented _____ as identification.
Type of identification

Signature of Notary

Serial Number

Print or Stamp Name of Notary

Expiration Date

Notary Public – State of _____

Notary Seal

**SUBCONTRACTOR/SUPPLIER LISTING
(Ordinance 97-104) Section [1.8 D (4)]**

Firm Name of Prime Contractor/Respondent: _____

Bid No.: _____ Title: _____

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104 MUST be completed, signed and submitted by all bidders and respondents on County contracts for purchases of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders and respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. A bidder or respondent who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County.

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, MUST be completed, signed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading of sub form 100 in those instances where no subcontractors or suppliers will be used on the contract.

Business Name and Address of First Tier Subcontractor/Sub consultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Sub consultant	(Principal Owner) Gender Race
Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	(Principal Owner) Gender Race

I certify that the representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate

Prime Contractor/Respondent's Signature

Date

Print Name

Print Title

(Duplicate if additional space is needed)

PERMIT AGREEMENT

THIS AGREEMENT made on the _____ day of _____, 2004, by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, herein sometimes designated or referred to as the "LANDLORD," and Advocate Program, Inc., a Florida Not-for-Profit Corporation, hereinafter referred to as the "TENANT,"

WITNESSETH:

That LANDLORD, for and in consideration of the restrictions and covenants herein contained, hereby allows the TENANT and TENANT hereby agrees to use from LANDLORD the premises described as follows:

Approximately 19,483 square feet of air-conditioned office and residential space located at the Miami-Dade County Domestic Violence Oversight Board N.W. Domestic Violence Center, Miami, Florida.

TO HAVE AND TO HOLD unto said TENANT for a term of one (1) year, commencing upon approval by the County Manager and terminating one (1) year thereafter, for and at a total rental of Ten Dollars, payable in one installment of Ten Dollars (\$10.00), in the first month, of occupancy to the Board of County Commissioners, c/o Department of Human Services, 111 N.W. First Street, Suite 2110, Miami, Florida 33128-1907, or at such other place and to such other person as LANDLORD may designate in writing.

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED BY THE RESPECTIVE PARTIES HERETO:

ARTICLE I
USE OF DEMISED PREMISES

The area of the demised premises shall be used by TENANT solely for administration offices, a full services domestic violence shelter (40 beds), and a medical clinic, for the Advocate Program, Inc.

ARTICLE II
CONDITION OF PREMISES

Tenant hereby accepts the premises in the condition they are in at the beginning of this Permit Agreement.

ARTICLE III
UTILITIES

The TENANT, during the term hereof, shall pay all charges for water and electricity used by the TENANT and shall provide janitorial and custodial services.

ARTICLE IV
MAINTENANCE

The LANDLORD agrees to maintain the landscape and lawn and maintain the building, and keep in good repair, condition, and appearance, during the term of this Permit Agreement or any extension or renewal thereof, the exterior and interior of the building.

TENANT agrees to maintain and keep in good repair, condition, and appearance, during the term of this Permit Agreement or any extension or renewal thereof, the interior of the demised premises. TENANT shall be responsible for and shall repair any damage caused to the premises as a result of TENANT OR TENANT's agents, employees, invitees, residents, or visitors use of the premises, ordinary wear and tear excepted. LANDLORD shall notify TENANT after discovering any damage which TENANT is responsible for repairing and TENANT shall make the necessary repairs promptly after said notice.

ARTICLE V
DESTRUCTION OF PREMISES

In the event the demised premises should be destroyed or so damaged by fire, windstorm, or other casualty to the extent that the demised premises are rendered untenable or unfit for the purpose of TENANT, either party may cancel this Permit Agreement by the giving of thirty (30) days' prior written notice to the other. If either the Permitted Premises or the Permitted buildings are partially damaged due to TENANT's negligence, but not rendered unusable for the purposes of this Permit Agreement, the same shall with due diligence be repaired by TENANT from proceeds of the insurance coverage and/or at its own cost and expense. If the damage shall be so extensive as to render such premises unusable for the purposes intended, but capable of being repaired within thirty (30) days, the damage shall be repaired with due diligence by TENANT from the proceeds of the insurance coverage policy and/or at its own cost and expense. In the event that said premises are completely destroyed due to TENANT's negligence, TENANT shall repair and reconstruct the premises so that they equal the condition of the premises on the date possession was given to TENANT. In lieu of reconstructing, TENANT shall reimburse LANDLORD all expenses incurred by LANDLORD in restoring the premises to their original condition. The election of remedies shall be at the sole discretion of LANDLORD.

ARTICLE VI
ASSIGNMENT

Without the written consent of LANDLORD first obtained in each case, TENANT SHALL not sublet, transfer, mortgage, pledge, or dispose of this Permit Agreement or the term hereof.

ARTICLE VII
NO LIABILITY FOR PERSONAL PROPERTY

All personal property placed or moved in the premises above described shall be at the risk of

TENANT or the owner thereof. LANDLORD shall not be liable to TENANT for any damage to said personal property unless caused by or due to negligence of LANDLORD, LANDLORD's agents or employees, subject to all limitations of Florida Statutes, Section 768.28.

ARTICLE VIII
SIGNS

Signs will be of the design and form of letter to be first approved by LANDLORD, the cost of painting to be paid by TENANT. All signs shall be removed by TENANT at termination of this Permitted Agreement and any damage or unsightly condition caused to premises because of or due to said signs shall be satisfactorily corrected or repaired by TENANT.

ARTICLE IX
LANDLORD'S RIGHT OF ENTRY

LANDLORD or any of its agents shall have the right to enter said premises during all reasonable working hours, upon the giving of twenty-four (24) hours' prior notice, to examine the same or to make such repairs, additions, or alterations as may be deemed necessary for the safety, comfort, or preservation thereof. Said right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions which do not conform to this Permit Agreement.

ARTICLE X
PEACEFUL POSSESSION

Subject to the terms, conditions, and covenants of this Permit Agreement, LANDLORD agrees that TENANT shall and may peaceably have, hold, and enjoy the premises above described, without hindrance or molestation by LANDLORD.

ARTICLE XI
SURRENDER OF PREMISES

TENANT agrees to surrender to LANDLORD, at the end of the term of this Permitted Agreement

or any extension thereof, said premises in as good condition as said premises were at the beginning of the term of this Permit Agreement, ordinary wear and tear and damage by fire and windstorm or other acts of God excepted.

ARTICLE XII
INDEMNIFICATION AND HOLD HARMLESS

TENANT shall indemnify and hold harmless the LANDLORD and its officers, employees, agents and instrumentalities from any and all liability, losses, or damages, including attorney fees and costs of defense, which the LANDLORD or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Permit Agreement by the TENANT or its employees, agents, servants, partners, principals or subcontractors. TENANT shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the LANDLORD, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. TENANT expressly understands and agrees that any insurance protection required by this Permit Agreement or otherwise provided by TENANT shall in no way limit the responsibility to indemnify, keep and save harmless and defend the LANDLORD or its officers, employees, agents and instrumentalities as herein provided.

ARTICLE XIII
LIABILITY FOR DAMAGE OR INJURY

LANDLORD shall not be liable for any damage or injury which may be sustained by any party or person on the demised premises other than the damage or injury caused solely by the negligence of LANDLORD, its officers, employees, agents, invitees, or instrumentalities, subject to all limitations of Florida Statutes, Section 768.28.

ARTICLE XIV
SUCCESSORS IN INTEREST

It is hereby covenanted and agreed between the parties that all covenants, conditions, agreements, and undertakings contained in this Permit Agreement shall extend to and be binding on the respective successors and assigns of the respective parties hereto, the same as if they were in every case named and expressed.

ARTICLE XV
CANCELLATION

Either party, LANDLORD through its County Manager or his designee, shall have the right to cancel this Permit Agreement at any time by giving the other at least sixty (60) days' written notice prior to its effective date.

ARTICLE XVI
OPTION TO RENEW

Provided this Permit Agreement is not otherwise in default, TENANT is hereby granted the option to extend this Permit Agreement for one (1) additional one (1) year renewal periods upon the same terms and conditions, except that the rental amount shall be based upon an annual review by the Department of Human Services for the renewal period, by giving LANDLORD notice in writing at least sixty (60) days prior to the expiration of this Permitted Agreement or any extension thereof. Should TENANT neglect to exercise any extension option by the date specified above, TENANT's right to exercise shall not expire until thirty (30) business days after notice from LANDLORD of TENANT's failure to exercise the option.

ARTICLE XVII
NOTICES

It is understood and agreed between the parties hereto that written notice addressed to LANDLORD and mailed or delivered to the Director, Department of Human Services, 111 N.W. 1st

Street, 22nd Floor, Miami, Florida 33128-1907, shall constitute sufficient notice to LANDLORD, and written notice addressed to TENANT and mailed or delivered to the address of TENANT Advocate Program, Inc., 5040 N.W. 7th Street, #780, Miami, Florida 33126 shall constitute sufficient notice to TENANT to comply with the terms of this Permit Agreement.

Notices provided herein in this paragraph shall include all notices required in this Permit Agreement or required by law.

ARTICLE XVIII **INSURANCE**

Prior to occupancy, TENANT shall furnish to the Real Estate Management Section of Miami-Dade County, c/o General Services Administration, 111 N.W. First Street, Suite 2460, Miami, Florida 33128-1907, certificate(s) of insurance which indicate(s) that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Public Liability Insurance, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. MIAMI-DADE COUNTY must be shown as an additional insured with respect to this coverage.
- B. Automobile Liability Insurance, covering all owned, non-owned, and hired vehicles used in connection with the Permit Agreement in an amount not less than \$300,000 combined single limit for bodily injury and property damage.
- C. Workman's Compensation Insurance as required by Chapter 440, Florida Statutes.

The insurance coverage required shall include those classifications as listed in Standard Liability Insurance Manuals which most nearly reflect the operations of TENANT under this Permit Agreement.

The insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications as to management and financial strength:

The Company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition (1986 or later) of Best's Insurance Guide, published by A. M. Best Company, Oldwick, New Jersey, or its equivalent subject to the approval of the County Risk Management Division.

or

The Company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance and must be members of the Florida Guaranty Fund.

Certificates will indicate that no modification or change in insurance shall be made without thirty (30) days' written advance notice to the certificate holder.

Compliance with the foregoing requirements shall not relieve TENANT of its liability and obligations under this Section or under the Indemnification and Hold Harmless Article, or any other portion of this Permit Agreement.

TENANT shall be responsible for assuring that the insurance certificates required in conjunction with this section remain in full force for the duration of this Permit Agreement. If insurance certificates are scheduled to expire during the term of the Permit Agreement, TENANT shall be responsible for submitting new or renewed insurance certificates to the LANDLORD at a minimum of thirty (30) days in advance of such expiration.

ARTICLE XIX
PERMITS , REGULATIONS & SPECIAL ASSESSMENTS

TENANT covenants and agrees that during the term of this Permit Agreement TENANT will obtain any and all necessary permits and approvals and that all uses of the demised premises will be in conformance with all applicable laws, including all applicable zoning regulations.

Any and all charges, taxes, or assessments levied against the demised premises shall be paid by TENANT and failure to do so will constitute a breach of this Permit Agreement.

ARTICLE XX
ADDITIONAL PROVISIONS

1. Mechanic's, Materialmen's and Other Liens

TENANT agrees that it will not permit any mechanic's, materialmen's or other liens to stand against the demised premises for work or materials furnished to TENANT; it being provided, however, that TENANT shall have the right to contest the validity thereof. TENANT shall immediately pay any judgment or decree rendered against TENANT, with all proper costs and charges, and shall cause any such lien to be released off record without cost to LANDLORD.

2. Non-Discrimination

The Board of County Commissioners declared and established as a matter of policy, by Resolution No. 9601 dated March 24, 1964, that there shall be no discrimination based on race, color, creed, or national origin and Resolution No. 85-92 dated January 21, 1992, that there shall be no discrimination on the basis of disability in connection with any County property or facilities operated or maintained under Permit agreement, license, or other agreement from MIAMI-DADE COUNTY or its agencies.

TENANT agrees to comply with the intention of Resolution No. 9601 dated March 24, 1964 and Resolution No. 85-92 dated January 21, 1992, involving the use, operation, and maintenance of the property and facilities included in this Permit Agreement.

ARTICLE XXI
WRITTEN AGREEMENT

This Permit Agreement contains the entire agreement between the parties hereto and all previous negotiations leading thereto.

IN WITNESS WHEREOF, LANDLORD and TENANT have caused this Permit Agreement to be executed by their respective and duly authorized officers the day and year first above written.

(CORPORATE SEAL)

Advocate Program, Inc., a Florida
not-for-profit Corporation

WITNESS

M. David McGriff, Ph.D.
Executive Director (TENANT)

WITNESS

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____
DEPUTY CLERK

By: _____
George Burgess
County Manager (LANDLORD)