

# MEMORANDUM

Special Item No. 3

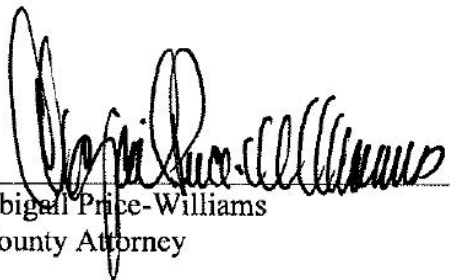
**TO:** Honorable Chairwoman Audrey M. Edmonson  
and Members, Board of County Commissioners

**DATE:** August 4, 2020

**FROM:** Abigail Price-Williams  
County Attorney

**SUBJECT:** Resolution authorizing establishment of a hotel worker relief grant fund from the 2020 Coronavirus Aid, Relief, and Economic Security Act Coronavirus Relief Fund, to provide financial support and assistance to hotel employees impacted by the coronavirus disease 2019 (COVID-19) pandemic; approving form of grant agreement between Miami-Dade County and Miami Dade College to provide an amount not to exceed \$3,000,000.00 in funds from the hotel worker relief grant fund to create and administer a hotel employee training program and stipend for program completion; and directing County Mayor to negotiate and execute the grant agreement and to provide reports

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Eileen Higgins.



Abigail Price-Williams  
County Attorney

APW/lmp

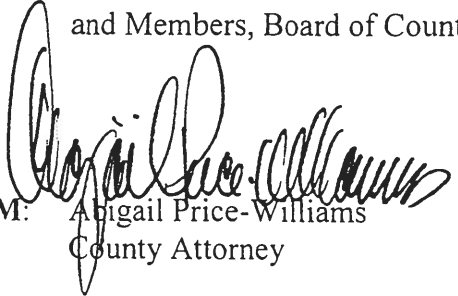


# MEMORANDUM

(Revised)

TO: Honorable Chairwoman Audrey M. Edmonson  
and Members, Board of County Commissioners

DATE: August 4, 2020

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Abigail Price-Williams  
County Attorney

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Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☒ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present \_\_\_\_, 2/3 membership \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) \_\_\_\_ to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Special Item No. 3  
8-4-20

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

RESOLUTION AUTHORIZING ESTABLISHMENT OF A HOTEL WORKER RELIEF GRANT FUND FROM THE 2020 CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT CORONAVIRUS RELIEF FUND, TO PROVIDE FINANCIAL SUPPORT AND ASSISTANCE TO HOTEL EMPLOYEES IMPACTED BY THE CORONAVIRUS DISEASE 2019 (COVID-19) PANDEMIC; APPROVING FORM OF GRANT AGREEMENT BETWEEN MIAMI-DADE COUNTY AND MIAMI DADE COLLEGE TO PROVIDE AN AMOUNT NOT TO EXCEED \$3,000,000.00 IN FUNDS FROM THE HOTEL WORKER RELIEF GRANT FUND TO CREATE AND ADMINISTER A HOTEL EMPLOYEE TRAINING PROGRAM AND STIPEND FOR PROGRAM COMPLETION; AND DIRECTING COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO NEGOTIATE AND EXECUTE THE GRANT AGREEMENT AND TO PROVIDE REPORTS

**WHEREAS**, coronavirus disease 2019 ("COVID-19") is an infectious disease caused by severe acute respiratory syndrome coronavirus 2, a novel coronavirus that was first identified in December 2019; and

**WHEREAS**, on March 9, 2020, Governor Ron DeSantis issued Executive Order No. 20-52 declaring a state of emergency for the entire State of Florida as a result of COVID-19; and

**WHEREAS**, on March 11, 2020, Mayor Carlos A. Gimenez declared a state of emergency for Miami-Dade County as a result of COVID-19; and

**WHEREAS**, these orders have since been extended; and

**WHEREAS**, the disease has spread globally, and on March 11, 2020, the World Health Organization officially declared COVID-19 a pandemic; and

**WHEREAS**, as of July 31, 2020, the total number of confirmed cases of COVID-19 worldwide is over 17.3 million, with more than 4.5 million of those in the United States; and

**WHEREAS**, to help curb the spread of COVID-19, many state and local governments throughout the country ordered non-essential businesses to close and strongly urged residents to be safe and stay at home; and

**WHEREAS**, consequently many businesses, including hotels, restaurants, and bars are now facing a dire threat to their survival, and an increasingly large number of employees have been laid off or furloughed; and

**WHEREAS**, indeed, more than 44.2 million Americans have filed for unemployment since March 2020; and

**WHEREAS**, to help blunt the impact of the economic downturn set in motion by the COVID-19 pandemic, the United States Congress passed, and on March 27, 2020 President Donald Trump signed into law, H.R. 748, the “Coronavirus Aid, Relief, and Economic Security Act” (the “CARES Act”); and

**WHEREAS**, the CARES Act is a \$2 trillion stimulus package which provided, among other things, \$150 billion Coronavirus Relief Fund for local governments; and

**WHEREAS**, the CARES Act requires that the payments to local governments from the Coronavirus Relief Fund only be used to cover expenses that:

- are necessary expenditures incurred due to the public health emergency with respect to COVID-19;
- were not included in the budget most recently approved as of March 27, 2020 for the state or local government; and
- were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020; and

**WHEREAS**, the State of Florida was allocated \$8.328 billion from the Coronavirus Relief Fund, of which the County received \$474 million; and

**WHEREAS**, the Coronavirus Relief Fund monies must be used by December 30, 2020, and any residual returned to the federal government; and

**WHEREAS**, the public health emergency caused by COVID-19 has had an immediate and serious economic impact in the County, particularly the hotel industry which has been impacted by lost revenues due to (i) vacant rooms and unused inventory, (ii) visitor travel restrictions and cancellations, and (iii) quarantine and stay at home orders, as well as increased costs incurred to comply with the cleaning, spacing and operational requirements in order to operate or re-open; and

**WHEREAS**, the hotel industry is one of the leading employment sectors, and a vital contributor to the County's economy as the greater Miami area ranked in the top ten among the 25 leading United States hotel markets in 2019; and

**WHEREAS**, the greater Miami area attracted 24.2 million total visitors in 2019; and

**WHEREAS**, this Board is concerned about the short-term and long-term economic impacts of the COVID-19 pandemic to the hotel industry and its employees; and

**WHEREAS**, Miami Dade College, in collaboration with the Greater Miami and the Beaches Hotel Association, has developed a hotel employee training program (the "HET program") to provide training and a financial stipend to approximately 2,500 hotel employees impacted by the COVID-19 pandemic in the County that complete the HET program; and

**WHEREAS**, the HET program will include a curriculum for the professional development of hotel workers, including employment skills training, opportunities for advancement in the hotel industry, and exposure to other career paths; and

**WHEREAS**, a \$1000.00 stipend provided to furloughed or laid off hotel workers that complete the HET program will allow workers to pay for housing costs, basic needs, and health insurance while the hotel industry recovers; and

**WHEREAS**, Miami Dade College will administer the disbursement of the stipends for furloughed or laid off hotel workers, providing significant administrative efficiencies; and

**WHEREAS**, to assist in the furloughed and laid off hotel workers , this Board desires the County Mayor or County Mayor's designee to (i) establish a hotel worker relief grant fund, and (ii) negotiate and execute a grant agreement between the County and Miami Dade College to provide \$3 million in grant funds for use by the HET program,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that:

**Section 1.** The foregoing recitals are adopted as if fully set forth herein.

**Section 2.** This Board authorizes the establishment of a hotel worker relief grant fund in an amount not to exceed \$3,000,000.00 for a hotel employee financial support and assistance, from the 2020 CARES Act Coronavirus Relief Fund allocation to the County. The total of the not to exceed amount shall be used by the HET program through a grant agreement between the County and Miami Dade College (the "Agreement").

**Section 3.** This Board approves the form of the Agreement attached hereto as Exhibit A, in an amount not to exceed \$3,000,000.00 in hotel worker relief grant funds for use by the HET program, to provide training and a financial stipend to hotel employees impacted by the COVID-19 pandemic in the County that complete the HET program.

**Section 4.** This Board directs the County Mayor or County Mayor's designee to negotiate and execute the Agreement. The Agreement shall include terms that are consistent with

such other customary grant provisions in County grant agreements, including, but not limited to, provisions related to the Florida Public Records Act and the County's right to audit, review and monitor the expenditure of the grant funds.

**Section 5.** This Board directs the County Mayor or County Mayor's designee to provide a written report within 30 days of the effective date of this resolution detailing the status of the development and implementation of the program or explaining why it has not been developed or implemented. Upon implementation, the County Mayor or County Mayor's designee shall provide a written report to this Board every 30 days thereafter, detailing the status of the hotel industry applicants that have received assistance from the HET program as a result of the \$3,000,000.00 hotel worker relief grant fund, until funding for the program is exhausted or returned to the County. The completed reports shall be placed on agendas of the Board pursuant to Ordinance No. 14-65.

The Prime Sponsor of the foregoing resolution is Commissioner Eileen Higgins. It was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Audrey M. Edmonson, Chairwoman

Rebeca Sosa, Vice Chairwoman

Esteban L. Bovo, Jr.

Jose "Pepe" Diaz

Eileen Higgins

Joe A. Martinez

Dennis C. Moss

Xavier L. Suarez

Daniella Levine Cava

Sally A. Heyman

Barbara J. Jordan

Jean Monestime

Sen. Javier D. Souto

The Chairperson thereupon declared the resolution duly passed and adopted this 4<sup>th</sup> day of August, 2020. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

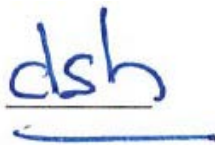
MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

David Stephen Hope





**GRANT AGREEMENT BETWEEN  
MIAMI-DADE COUNTY, FLORIDA  
AND  
MIAMI DADE COLLEGE**

This Grant Agreement (“Agreement”) is entered into by and between Miami-Dade County, Florida (the “County”), and Miami Dade College (the “Grantee” or “Miami Dade”).

**WHEREAS**, the County has awarded a grant to Grantee in the amount of \$3,000,000.00 (the “Grant”) for Grantee’s Hotel Employee Training Program (the “HET Program”), to provide training and a financial stipend to hotel employees impacted by the COVID-19 pandemic in the County that complete the HET Program; and

**WHEREAS**, the Grant is being funded entirely by funds received by the County from the federal government pursuant to and in accordance with the Coronavirus Aid, Relief and Economic Security Act (the “CARES Act”), through a \$474 million allocation from the State of Florida from the Coronavirus Relief Fund provided for local governments; and

**WHEREAS**, Miami Dade will create, administer, and act as the paying agent for the HET Program; and

**WHEREAS**, subject to the terms and conditions contained in this Agreement, the parties have agreed that: (i) the County will disburse the Grant directly to Miami Dade; (ii) Miami Dade will be responsible for collecting applications for the HET Program from eligible hotel employees, on a first come, first serve basis, that have provided to Miami Dade all required application and supporting documentation demonstrating such eligibility for admission; (iii) Miami Dade will provide training to such hotel employees admitted to the HET Program; and (iv) Miami Dade will make disbursements and award stipends from the Grant funds, to such hotel employees that complete the HET Program, as set forth in this Agreement.

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

1. **Grant Purpose.** The sole purpose of the Grant is to enable the Grantee to provide training and financial assistance via a \$1,000.00 stipend to eligible hotel employees that have been impacted due to the effect of the COVID-19 pandemic on the local hotel industry. Grantee shall create and administer the HET Program.
2. **Eligible Use of Grant Funds.** Grant funds shall be used exclusively to fund the HET Program. The HET Program will support hotel employees impacted by the COVID-19 pandemic in Miami-Dade County, and use the Grant funds to: (i) provide training to hotel employees; and (ii) award \$1,000.00 stipend per hotel employee that completes the HET Program, up to a maximum of **2,500** employees.

3. **Payment of Grant and Accounting for Grant Funds.** The Grant funds shall be disbursed to the Miami Dade upon the execution by the parties of this Agreement. The Grantee agrees that Grant funds, upon receipt by the Miami Dade, shall be administered by the Miami Dade from, a separate account and shall continuously be held, tracked and administered from such separate account for the duration of this Agreement and in accordance with the purposes and restrictions set forth in this Agreement. Additionally, Grantee shall track the performance of the grants disbursed from the Grant funds. Miami Dade shall invest or deposit the Grant funds in accordance with the Miami Dade's investment policy, and all investment earnings will become part of the HET Program. In the event the Grantee becomes subject to dissolution, bankruptcy protection, or is otherwise unable to continue (a) collecting applications, (b) awarding grants, or (c) otherwise managing the HET Program, Grantee shall contact the County, and facilitate the return of the remaining, undispersed Grant funds to the County within ten (10) business days from the date of such notification.

In addition, and subject to the terms and conditions contained in this Agreement, the roles and responsibilities of the parties to this Agreement with respect to the payment and disbursement of the Grant, and the execution of the HET Program during the term of this Agreement, shall be as follows:

(a) Payment of Grant. Upon the execution of this Agreement, the County shall pay the Grant directly to Miami Dade, in immediately available funds, into a separate account as designated and to be administered by Miami Dade. The County represents and warrants that it has full power and authority to disburse the Grant funds, and that such disbursement to Miami Dade for the purposes set forth herein comply with all applicable law.

(b) Disbursement of Grant Funds. Miami Dade shall act as paying agent with respect to the Grant, and shall receive the Grant from the County and shall disburse Grant funds to eligible hotel employees strictly in accordance with (i) this Agreement, (ii) the Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments Updated June 30, 2020, and (iii) the Coronavirus Relief Fund Frequently Asked Questions Updated as of July 8, 2020, and as such documents (ii) and (iii) are updated or amended from time to time. The Grant funds **cannot** be used for any expenses not authorized by the CARES Act. Miami Dade shall, in turn, issue checks or money orders to eligible hotel employees that complete the HET Program. Miami Dade shall keep adequate books and records of each disbursement, shall invest or deposit the Grant funds in accordance with Miami Dade's internal investment policy, and all investment earnings will become part of the HET Program.

(c) Administrative Expenses. As consideration for the creation and administration of the HET Program, Miami Dade shall receive an amount equal to \$\_\_\_\_,000, payable directly from the Grant funds, following termination of this Agreement or termination of the HET Program, whichever is sooner.

4. **Eligibility Criteria and HET Program Documents.** The parties agree to the following:

(a) HET Program Documents; Eligibility Criteria.

(i) Miami Dade will be responsible for collecting applications from eligible hotel employees located in Miami-Dade County and for determining admission to the HET Program, on a first come, first serve basis, to such eligible hotel employees that have provided to Miami Dade

all required application and supporting documentation demonstrating eligibility. Miami-Dade shall take all necessary actions to ensure the hotel employees accepted into the HET Program are from a range of hotels, and that the 2,500 training slots are not allocated to the hotel employees from a single or limited number or pool of hotels. Following acceptance and approval by Miami Dade, Miami Dade will make disbursements from the Grant funds to each approved hotel employee that completes the HET Program.

(ii) Miami Dade will make available an online portal whereby any eligible hotel employee residing in the County will be permitted to submit an application for the HET Program. Notwithstanding the foregoing, in order to be eligible and approved to participate in the HET Program, a hotel employee must provide proof that: (A) the applicant is a resident of Miami-Dade County; (B) the applicant was an employee of a hotel located in Miami-Dade County, on or after March 1, 2020; (C) the hotel employer's information; and (D) any and all additional supporting documentation requested by Miami Dade from time to time to confirm eligibility and admission to the HET Program. Miami Dade will have the sole responsibility of determining the hotel employee's eligibility to receive Grant funds in accordance with the foregoing eligibility requirements.

(iii) The following additional documentation is required to be provided by Miami Dade that the hotel employee was eligible to receive Grant funds from the HET Program:

(1) Proof of payment to hotel employees that complete the HET Program

- a. Employees that were laid off or furloughed –
  - i. Proof of stipend payment to hotel employee.
  - ii. Demonstration that the employee was employed at a hotel located in the Miami-Dade County, on or after March 1, 2020.
- b. Employees that were kept on payroll –
  - i. Proof of stipend payment to hotel employee.
  - ii. Demonstration that the employee was employed at hotel located in the Miami-Dade County, on or after March 1, 2020.

(b) Upon termination or expiration of this Agreement, any undistributed or remaining Grant funds held by Miami Dade shall be returned to the County in accordance with Section 8.

(c) **Marketing and Promotion.** Miami Dade agrees to use commercially reasonable efforts to send out periodic press releases and other public announcements on a County-wide basis promoting the HET Program.

5. **Length of Agreement.** This Agreement shall become effective upon its execution by all parties and shall remain in effect until the earlier of the Grant funds for the HET Program for eligible hotel employees pursuant to this Agreement has been exhausted or the Grant Expenditure Deadline (as defined below), unless earlier terminated in accordance with the provisions of Section 23 of this Agreement.

6. **Contract Administration.** The parties are legally bound by the requirements of this Agreement. The parties' respective grant managers, named below, will be responsible for monitoring their

performance under this Agreement, and will be the official contact for their organization. Any notice(s) or other communications regarding this Agreement shall be directed to or delivered to the other party's grant manager by utilizing the information below. Any change in the contact information below should be submitted in writing to the grant manager within ten (10) days of the change.

**For the County:**

Edward Marquez, Deputy Mayor/Finance Director  
Miami-Dade County Florida  
Office of the Mayor  
111 NW 1st Street, Suite 2900  
Miami, Florida 33128  
Phone: 305.375.1451  
Email: Edward.marquez@miamidade.gov

**For Miami Dade:**

Miami Dade College

Miami, Florida  
Phone:  
Email:

7. **Required Information Needed with Return of Signed Agreement.** Prior to the disbursement of Grant funds, Miami Dade must provide the following with the return of the signed Agreement.

- (a) A copy of Miami Dade's Florida Substitute Form W-9; and
- (b) electronic funds transfer information.

8. **Grant Expenditure Deadline and Recapture of Funds.** The Grant funds originated from funds appropriated to the County as part of the CARES Act, and concomitant Coronavirus Relief Fund allocation, and have an expenditure deadline of **December 30, 2020** (the "Grant Expenditure Deadline"). Any Grant funds not disbursed or otherwise encumbered by the Grant Expenditure Deadline, shall be returned to the County by Miami Dade, in the form of an electronic transfer to the County's general fund account maintained at Wells Fargo Bank. The County shall provide Miami Dade with its wire transfer account information in writing prior to the Grant Expenditure Deadline. In addition, Miami Dade shall provide an accounting of the Grant funds not disbursed or otherwise encumbered as of November 1, 2020 (the "Recapture Funds Date"), within five (5) business days. The County in its sole discretion, may terminate the HET Program and require Miami Dade to return any Grant funds not disbursed or otherwise encumbered as of the Recapture Funds Date, after receipt of such accounting.

9. **Grant Reporting Requirements.** Miami Dade shall submit to the County's Small Business Development Director on a bi-monthly (every two weeks) basis, a summary report detailing the activity of the HET Programs until such time as all the Grant funds have been distributed or recaptured by the County. Such report shall include, but not be limited to, a geographical breakdown by zip code of each

hotel employee application received, and each stipend disbursed to a hotel employee for completion of the HET Program.

(a) **First Project Progress Report** is due by September 15, 2020 with subsequent reports due on the 5th and 20th day of each month thereafter. To the extent that the reporting obligation falls on a day other than a County business day, then the due date of the report shall automatically be extended to the next succeeding County business day.

(b) **Final Bi-Monthly Report.** Miami Dade must submit a final report with a complete accounting of the expenditure of the Grant funds on January 5, 2021.

(c) **Additional Reports.** At the request of the County, Miami Dade agrees to provide the County with status updates on the progress of the HET Program.

10. **Extension of the Grant Expenditure Deadline.** The Grant Expenditure Deadline may be extended in the event the federal government extends the date upon which the County must expend the CARES Act funds. Any extension of the Grant Expenditure Deadline must be memorialized in writing in the form of a letter from the County Mayor's office to Miami Dade (the "Extension Letter"). If the Grant Expenditure Deadline is extended, Miami Dade shall continue to provide the County the bi-monthly reports detailed in Section 9 above until the expiration of the date set forth in the Extension Letter.

11. **Federal Audit.** If the County is subject to a federal audit of the CARES Act funds, including funds later granted by the County to the Grantee, Miami Dade shall provide any and all records in its possession needed by the County to comply with the audit requirements. Miami Dade shall be given reasonable advance notice to gather the requested documentation, but no later than the notice provided to the County by the CARES Act auditors.

12. **Retention of Accounting Records.** Financial records, supporting documents, statistical records, and all other records including electronic storage media pertinent to the expenditure of the Grant funds shall be retained for a period of five (5) years after payment of the Grant. If any litigation or audit is initiated, or claim made, before the expiration of the five-year period, the records shall be retained until the litigation, audit, or claim has been resolved.

13. **Florida Public Records Act.** As it relates to this Agreement and any subsequent agreements and other documents related to the Grant, Miami Dade, pursuant to Section 119.0701 of the Florida Statutes, shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform its obligations under this Agreement.

(b) Upon request from the County's custodian of public records identified herein, provide the County with a copy of the requested records or allow the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in the Florida Public Records Act, Miami-Dade County Administrative Order No. 4-48, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement's term and following completion of the obligations under this Agreement if Miami Dade does not transfer the records to the County.

(d) Meet all requirements for retaining public records and transfer to the County, at no cost to County, all public records created, received, maintained and/or directly related to the performance of this Agreement that are in possession of Miami Dade upon termination of this Agreement. Upon termination of this Agreement, Miami Dade shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements, except (i) to the extent prohibited by record retention requirements applicable or (ii) as otherwise prohibited by applicable law.

For purposes of this Section, the term "public records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transactions contemplated by this Agreement. In the event Miami Dade does not comply with the public records disclosure requirements set forth in Section 119.0701 of the Florida Statutes and this Section of this Agreement, such party's obligations under this Section of this Agreement shall survive the termination of this Agreement.

**14. Independent Private Sector Inspector General Reviews.** Pursuant to Miami-Dade County Administrative Order No. 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (the "IPSIG"), whenever the County deems it appropriate to do so. Subject to all applicable laws, upon written notice from the County, Miami Dade shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services. 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 Miami Dade in connection with, and as and when provided under this Agreement.

**15. Miami-Dade County Inspector General Review.** According to Section 2-1076 of the Code of Miami-Dade County, Florida, as amended by Ordinance No. 99-63, the County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The audit cost shall be assumed by the County, and Miami Dade shall have no liability to pay the cost therefore.

(a) Nothing contained above shall in any way limit the powers of the Miami-Dade County Inspector General to perform audits on all County contracts, provided that neither the Miami-Dade County Inspector General nor IPSIG shall be entitled to receive, review or copy any documents that are privileged, confidential or proprietary to Miami Dade. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County contracts, transactions, accounts, records and programs. In addition, the Miami-Dade County Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs, all at no cost or expense to Miami Dade. The Miami-Dade County Inspector General is empowered to retain, at no expense or cost to Miami Dade, the services of an IPSIG to, subject to all applicable laws, audit,

investigate, monitor, oversee, inspect and review operations, activities, performance and procurement processes, including but not limited to project design, specifications, proposal submittals, activities of Miami Dade, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with the Agreement and to detect fraud and corruption.

(b) Subject to all applicable laws and the terms and conditions herein, upon written notice to Miami Dade from the Inspector General or IPSIG retained by the Inspector General, Miami Dade shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying, at no cost or expense to Miami Dade. The Inspector General and IPSIG shall have the right to inspect and, at no cost or expense to Miami Dade, copy all such documents and records in Miami Dade's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the Agreement.

16. **Accounting Requirements.** Miami Dade must maintain an accounting system that provides a complete record of the use of all Grant funds as follows:

(a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance, and expenditure of Grant funds.

(b) Miami Dade's accounting records must have effective control over and accountability for all grant funds, property, and other assets.

(c) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills, and canceled checks).

17. **Independent Contractor Status of Grantee.** The Grantee agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and employees of Grantee and not as officers, agents, or employees of the County.

18. **Grantee's Subcontractors.** Each of Miami Dade shall be responsible for all work performed and all expenses incurred in connection with this Agreement. Miami Dade may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The County shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under Miami Dade's subcontract(s) respectively, and Miami Dade shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s) except those expenses authorized under this Agreement to cover the costs and fees incidental to collection litigation. Miami Dade must take the necessary steps to ensure that each of its subcontractors will be deemed to be "independent contractors" and will not be considered or permitted to be agents, servants, joint venturers, or partners of the County.

19. **Liability.** The County will not assume any liability for the acts, omissions to act, or negligence of, the Grantee, its agents, servants, or employees; nor may the Grantee exclude liability for its own acts, omissions to act, or negligence, to the County. Miami Dade shall be liable for any violation of Section 3(b) of this Agreement

(a) Miami Dade shall be responsible for claims of any nature, including but not limited to injury, death, and property damages of any kind arising out of activities related to this Agreement by the Miami Dade, their agents, servants, employees, and subcontractors except for claims arising out of or resulting from the willful misconduct or gross negligence of the County. Miami Dade shall indemnify and hold the County harmless from such claims and shall investigate all such claims at its own expense.

(b) Neither the County nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, by entering into this Agreement.

(c) The County shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.

20. **Strict Compliance with Laws.** Miami Dade shall perform all acts required by this Agreement in strict conformity with all applicable laws and regulations of the local, state and federal law.

21. **No Discrimination.** Miami Dade may not discriminate against any employee employed under this Agreement, or against any applicant for employment because of race, religion, gender, national origin, age, handicap or marital status. Miami Dade shall insert a similar provision in all of its subcontracts for services under this Agreement.

22. **Breach of Agreement.** The County will demand the return of Grant funds already received, will withhold subsequent payments, and/or will terminate this Agreement if Miami Dade improperly expends and manages Grant funds, fails to prepare, preserve or surrender records required by this Agreement, or otherwise violates this Agreement in any material respect.

23. **Termination of Agreement.** The County will terminate or end this Agreement if the Miami Dade fails to fulfill its obligations herein. In such event, the County will provide Miami Dade a notice of such party's violation by letter and shall give the violative party fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the County will terminate this Agreement. The notice of violation letter shall be delivered to both Miami Dade's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the County terminates this Agreement, Grant funds previously advanced and not disbursed in accordance with this Agreement shall be returned to the County, with any accumulated interest, within thirty (30) days after termination of this Agreement. The County does not waive any of its rights to additional damages, if Grant funds are returned under this Section.

24. **Preservation of Remedies.** No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or violation by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.

25. **Non-Assignment of Agreement.** Neither the County, nor Miami Dade may assign, sublicense or otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the other party, which consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the HET Program. If a party approves a transfer of the



other party's obligations, such other party shall remain liable for all work performed and all requirements in connection with this Agreement.

26. **Parties in Interest; Limitation on Rights of Others.** The terms of this Agreement shall be binding upon, inure to the benefit of and be enforceable solely by the parties and their permitted successors and assigns, and nothing in this Agreement or by virtue of the transactions contemplated hereby, whether express or implied, shall be construed to constitute, create or confer rights, remedies or claims in or upon any person (as third-party beneficiary or otherwise) not a party hereto, or to create obligations or responsibilities of the parties to such persons, or to permit any person other than the parties and their respective successors and assigns to rely upon or enforce the covenants, conditions and agreements contained herein.

27. **Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the parties hereto, and of any legal entity that succeeds to the obligations of the parties hereto.

28. **Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.

29. **Governing Law.** This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Venue or location for any legal action arising under this Agreement will be in Miami-Dade County, Florida.

30. **Expenses.** Each party shall bear its own expenses in connection with the negotiation and preparation of this Agreement, and the performance of all of its obligations under this Agreement.

31. **Entire Agreement.** This Agreement and its schedules, exhibits and appendices constitute the entire agreement of the Parties with respect to the subject matter hereof and supersede all prior written and oral agreements and understandings with respect to such subject matter. Neither this Agreement nor any of the terms hereof may be amended, supplemented, waived or modified orally. All such amendments, supplements, waivers and modifications must be in writing signed by the party against which the enforcement of the amendment, supplement, waiver or modification shall be sought.

32. **Headings.** Any heading preceding the text of the several sections of this Agreement shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Agreement. In the event of any conflict between any such heading and the text thereunder, the text shall control.

**In acknowledgment of the grant of the funds awarded herein to Miami Dade College by Miami-Dade County for use by the HET Program to provide training and a financial stipend to eligible hotel employees upon completion of the HET Program, the parties hereby certify that they have read this entire Agreement, and will comply with all of its requirements.**

Miami-Dade County, Florida:

Miami Dade College:

By: \_\_\_\_\_  
Edward Marquez, Deputy Mayor/Finance  
Director

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

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

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

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:

By: \_\_\_\_\_  
David Stephen Hope  
Assistant County Attorney

### **EXHIBIT 1 – HET Program ELIGIBILITY CRITERIA**

- Proof of Miami-Dade County residence
- Personal information (name, address, SSN/ITIN)
- Hotel employer information (name, address, type)
- Certification of program completion

### **EXHIBIT 2 – ATTACHMENTS**

- Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments Updated June 30, 2020
- Coronavirus Relief Fund Frequently Asked Questions Updated as of July 8, 2020