

MEMORANDUM

Agenda Item No. 3(B)(1)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: March 3, 2026

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution ratifying the County Mayor's application for and acceptance of a grant award in the amount of \$5,000.00 from the National Council on Aging to support the Social Connections Project for Older Adults, as well as execution of the grant agreement for a term commencing on October 1, 2025 through June 20, 2026; and authorizing the County Mayor to: (1) expend such grant funds; (2) execute other necessary documents and agreements; and (3) exercise the provisions set forth therein

The accompanying resolution was prepared by the Community Services Department and placed on the agenda at the request of Prime Sponsor Commissioner Marleine Bastien.



Geri Bonzon-Keenan
County Attorney

GBK/ks

MDC001

Memorandum



Date: March 3, 2026

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Subject: Ratification of Application for and Acceptance of Grant Award and Execution of Grant Agreement for the National Council on Aging Social Connections Project

Executive Summary

The Community Services Department (CSD), Miami-Dade County's (County) largest provider of social services and a nationally accredited agency through the Council on Accreditation, the nation's premier accrediting entity for social services entities, has been awarded grant funding from the National Council on Aging (NCOA) to support its Social Connections Project; this project seeks to elevate over 90 community-based organizations across the Country to promote social connection and mental well-being among vulnerable older adults.

CSD will leverage the \$5,000 grant award to provide a series of in-person interactive sessions through two of its Adult Day Centers with the goal of engaging a minimum of 40 older adults who are 60 years of age or older. These sessions will utilize structured curriculum to reduce isolation and enhance the mental health of participants. This series will be comprised of three sessions that will be repeated twice during the nine-month grant term.

As part of receiving this award, a CSD staff member will receive specialized training to serve as a Mental Health First Aid (MHFA) Instructor. Said staff member will be able to further leverage this experience and provide additional training to other CSD personnel, volunteers, and interested community members thereby strengthening CSD's internal capacity for assisting vulnerable residents and supporting long-term community benefits beyond the grant term. These trainings will serve to build up a network of connections and training individuals throughout the community to ensure that older adults in the County do not have to navigate aging or mental health experiences alone.

Subject to Resolution No. R-1170-06, CSD, as the County Mayor's designee, seeks ratification of such application for and acceptance of this grant award, and the execution of documents necessary for doing so.

Social isolation and loneliness among older adults are increasingly recognized as public health risks—impacting physical health, mental health, and quality of life. This work directly aligns with CSD's responsibility to provide aging residents with a continuum of care that allows for dignity, connection, and meaningful engagement.

Recommendation

It is recommended that this Board:

- 1) Ratify the County Mayor's or County Mayor's designee's application for and acceptance of a grant award in the amount of \$5,000 from the NCOA, as well as execution of the grant agreement, for the period of October 1, 2025, through June 30, 2026. The grant award letter is attached hereto as Exhibit A.
- 2) Authorize the County Mayor or County Mayor's designee to expend the grant funds for implementation of the Social Connections Project.
- 3) Ratify the County Mayor's or County Mayor's designee's execution of a Grant Agreement with the NCOA for the implementation of programming as described herein, attached hereto as Exhibit B.
- 4) Authorize the County Mayor or County Mayor's designee to execute other documents and agreements that are necessary for implementation of the project, and to exercise the provisions set forth in all documents and agreements authorized in this resolution, provided that such documents and agreements and any amendments thereto are consistent with the purposes described herein and following approval by the County Attorney's Office for form and legal sufficiency.

Scope

This project has a countywide community benefit, with services delivered at the following designated Adult Day Centers serving older adults throughout the County:

1. Miami-Dade County North Dade Adult Day Care Center (District 2)
60 NE 166th Street
Miami, FL 33162
2. Miami-Dade County West Dade Adult Day Care Center (District 6)
6950 North Water Way Drive
Miami, FL 33155

Delegation of Authority

Upon approval of this item, the County Mayor or the County Mayor's designee will have delegated authority to expend the grant funds and execute all other agreements and documents necessary to implement the project and to exercise the provisions contained therein.

Fiscal Impact/Funding Source

There is a positive fiscal impact to the County of \$5,000.00 for programming; there is no negative fiscal impact to the County's General Fund.

Track Record/Monitor

Cathy Burgos, LCSW, CSD Director, or other supervisory personnel, will oversee and administer all work resulting from this resolution

Background

Founded in 1950, NCOA is the oldest national organization focused on older adults. Its mission is to advocate for older adults, providing resources, tools, and best practices to ensure their health and economic well-being.

On October 2025, NCOA released this project's notice of funding opportunity through the Humana Foundation to design and implement programming to reduce social isolation and enhance mental health of older adults. The program seeks to engage with at least 90 community-based organizations over three years.

The Social Connections Project supports structured group workshops, peer-navigation supports, and MHFA training to reduce isolation among older adults and provides resources to eligible individuals who may be experiencing mental health challenges. The MFHA Instructor will participate in six hours of MHFA training, two hours of instructor training pre-work, three days of instructor led training, and one hour of post work. Participation and activity reporting will be completed in accordance with NCOA requirements.

CSD's older adults and disabilities programming is administered through its Older Adults and Individuals with Disabilities Division (OAIDSD); OAIDSD currently serves over 2,400 older and disabled residents across the County and provides them the opportunity to socialize through CSD's Adult Day Centers, avoid hunger and malnutrition through CSD's congregate meal sites or receive at-home meals through Meals on Wheels, and be provided critical daily living assistance by in-home care aides.



Arnold Palmer
Chief of Public Safety

**Ratification of Application for and
Acceptance of Grant Award and
Execution of Grant Agreement for the
National Council on Aging Social
Connections Project**

Exhibit A

Barker, Christopher (CSD)

From: CHA Team <no-reply@email.zenginehq.com>
Sent: Tuesday, November 4, 2025 9:16 AM
To: Grant Development (CSD)
Subject: Congratulations! Welcome to the NCOA Social Connections Program

You don't often get email from no-reply@email.zenginehq.com. [Learn why this is important](#)

Congratulations! We are thrilled to work with you on our Humana Foundation funded Social Connections project.

Please complete the award acceptance form noting who will be signing the agreement. You can login to the [portal](#) to complete this step. An additional email with the agreement will be sent once the form has been returned. As always, if you have any questions please don't hesitate to reach out.

Congratulations again and we look forward to working with you.

Warm regards,
The NCOA Project Team

**Ratification of Application for and
Acceptance of Grant Award and
Execution of Grant Agreement for the
National Council on Aging Social
Connections Project**

Exhibit B



NCOA PO# Assigned: _____

Grant Agreement

This Grantee Agreement (“Agreement”) is entered into by the **National Council on Aging Inc.**, hereinafter referred to as “NCOA,” and **Miami-Dade County - Community Services Department**, hereinafter referred to as “GRANTEE.” The GRANTEE agrees to operate the project in accordance with the terms and conditions hereof and any exhibits included herein. This Agreement is contingent, in its entirety, on GRANTEE'S strict conformance with the terms of this Agreement.

GRANTOR	GRANTEE	
National Council on Aging 251 18th Street, South Suite 500 Arlington, VA 22202	Miami-Dade County - Community Services Department Billing Address: 701 NW 1st Court, 9th Floor, Miami,US-FL, 33136	
GRANTEE GRANT PERIOD	Core activities completed: November 1, 2025 – June 30, 2026 Evaluation follow-up: July 1, 2026 – October 31, 2026	
Funds Awarded (the “Grant Funding”): One time payment upon execution of this agreement	Amount: \$5000	
Method of Payment	<input type="checkbox"/> Cost Reimbursement	<input type="checkbox"/> Advance Payment <input checked="" type="checkbox"/> Other (and if so provide details) \$3,500 upon receipt of the signed agreement and \$1,500 upon receipt of post-survey data.
Approved for NCOA by:	Approved for GRANTEE by:	

<p>Name: Kevin Madden</p> <p>Title: CFO</p> <p>Signature: <i>Kevin Madden</i></p> <p>Date: 11/18/2025 20:12:43 EST</p>	<p>Name: Cathy Burgos</p> <p>Title: Director</p> <p>Signature: <i>Cathy Burgos</i></p> <p>Date: 11/18/2025 09:40:07 EST</p>
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ADDITIONAL TERMS AND CONDITIONS

WHEREAS, NCOA and the GRANTEE desire to enter into this Agreement whereby NCOA will provide grant funding to GRANTEE during the Grant Period contingent upon the provision of certain services as described in this Agreement.

That NCOA and the GRANTEE acting by and through their representatives have collectively agreed and by execution hereof are bound to the mutual obligations and to the performance and accomplishment of the tasks and compliance with the terms and conditions described herein.

I. PURPOSE

A. Project Objectives

The GRANTEE understands and agrees that the purpose of the Agreement is to provide funding to GRANTEE during the Grant Period to:

- Serve as an implementation site for Linking Lives: A Journey to Wellness, a Social Connections and Mental Well-Being community pilot project at Miami-Dade County – Community Services Department, located at 701 NW 1st Court, 9th Floor, Miami, US-FL, 33136. The program is structured as a closed group three-part, in-person series. Each session is designed to run for 60-90 minutes and incorporates Adult Learning Theory, utilizing group discussions and interactive activities.
- Implement or refine peer support/navigator services within the Miami-Dade County – Community Services Department.
- Train at least 1 staff member as a Mental Health First Aid (MHFA) instructor and conduct at least 2 community training courses with at least 3 staff members being trained in MHFA. Initial MHFA training will take place on Tuesday, December 9.

The primary objectives, to be undertaken over the Grant Period, include:

◦ **Program Implementation**

- Identify 1 – 2 staff members to attend a project kick-off call.
- Conduct two complete rounds of the program in person between January and May 2026, with each round having a new cohort of participants.

- A program round is comprised of a 3-part series, each session running 60-90 minutes.
- Each session within a program should be conducted over three consecutive weeks with the same cohort of participants. Other implementation plans shall be discussed with NCOA who reserves the right to approve or deny other implementation plans.
- Implement the program according to the provided curriculum and learning objectives.
- Compile a list of local resources on mental health/mental well-being for participants to distribute as a handout prior to program implementation.

◦ **Facilitator Training and Support**

Designate up to two (2) facilitators to be trained and facilitate the program providing ample time and space for facilitator training.

- Facilitators will receive approximately 3 - 4 hours of training virtually from NCOA at mutually convenient times in October and November.
- Attend at least two (2) Insight Cafes during performance period. Insight cafes will provide organizations with an opportunity to discuss their program implementation with fellow program participants and receive technical assistance from NCOA staff.
- Provide NCOA feedback for improved support and coordination for effective discussion and goal-setting activities facilitation.

◦ **Mental Health First Aid Programming**

- Ensure at least one (1) staff member is trained as a Mental Health First Aid (MHFA) instructor. Instructor training includes:
 - 1 day of MHFA training (6 hours, plus 2-3 hours pre and post work)
 - 2 hours of instructor training pre-work
 - 3 days of instructor-led training (9am – 5pm)
 - 1 hour of post-work
- Initial MHFA training will take place on Tuesday, December 9, 2025. This is mandatory training for those who are not already MHFA certified.
- Two (2) Instructor Trainings will be offered on the following dates:
 - December 16 - 18, 2025
 - January 13 - 15, 2026
- Support ongoing community training efforts by hosting at least 2 MHFA courses during the funding period for community members, staff, and volunteers with at least 3 staff members being trained in MHFA.

◦ **Peer Support Programming**

Host peer-led support groups and/or navigator-style service programs to connect older adults with resources.

◦ **Participant Recruitment and Engagement**

- Recruit and register participants through various methods using NCOA-provided promotional materials.
- Recruit 20-30 participants per cohort, for a total of 40-60 unique participants across the two program rounds.

- Engage with participants to ensure a high-level of attendance and participation throughout the three-part series.
- **Data Collection**
 - Support the collection of workshop participant data via an NCOA-provided data collection platform.
 - Administer link for pre-survey, post program survey, and long-term follow up survey (3 – 6 months) to participants.
 - If a participant is unable to access the link, facilitate data collection through a paper form that will be uploaded to Cumulus.
 - Track participant completion on your organization’s dashboard and follow up with participants who have not completed the surveys to ensure completion of data from participants from all three (3) data collection points.
 - Collect and provide at least 2 client testimonials and/or provide the client testimonial link to participants.
 - Testimonials will require participant contact information and signed consent form.
 - Share photos that highlight the program’s impact. The participants must also sign a consent form.
- **Performance Reporting**
 - Submit reports on the following dates
 - January 10, 2026 (Data from November – December 2025)
 - March 10, 2026 (Data from January – February)
 - May 10, 2026 (Data from March – April)
 - July 10, 2026 (Data from May – June)
 - A performance report will include:
 - Linking Lives: A Journey to Wellness sessions completed
 - Session attendance
 - MHFA sessions delivered
 - Participants certified in MHFA
 - Peer support/navigation activities
 - Number of individuals engaged in peer support/navigation
 - Other data as requested.
 - Performance Reports will be submitted via an NCOA-provided data collection platform.

B. Special Assurances

1. GRANTEE agrees to use its best efforts to comply with all terms and conditions of this Agreement.
2. In the event that GRANTEE is unable or unwilling to perform such services in a manner consistent with the terms of this Agreement, GRANTEE shall immediately notify NCOA in writing of such fact and the reasons therefore in reasonably sufficient detail, including whether such inability or unwillingness is temporary or permanent.
3. If the underlying grant is funded by a U.S. Government agency or a funder that has specific requirements that are set forth in the

request for proposal or application process, GRANTEE agrees to abide by all such requirements and provisions made known to GRANTEE, either through the proposal or application process or as explicitly designated below.

II. GRANTEE RELATIONSHIP

A. GRANTEE Representations, Warranties and Covenants

GRANTEE represents warrants and covenants that:

1. at all times during the Grant Period it is and shall be in compliance with all applicable state and federal laws, regulations, requirements and standards and all requirements of all funding sources;
2. it possesses the legal right and authority and has obtained all necessary and appropriate official action necessary for GRANTEE to enter into this Agreement, receive the funds authorized by this Agreement, and to perform the services the GRANTEE has obligated itself to perform under this Agreement.
3. the person or persons signing and executing this Agreement on behalf of the GRANTEE, or representing themselves as persons authorized to sign and execute this Agreement on behalf of the GRANTEE, have been fully authorized by the GRANTEE to execute this Agreement on behalf of the GRANTEE and to validly and legally bind the GRANTEE to all terms, conditions, performances and provisions herein set forth;
4. all statements and responses provided by GRANTEE to NCOA in its grant application and related documents which gave rise to this Agreement were when given and remain accurate and complete in all material respects.
5. If the subgrant/contract award amount is in excess of \$150,000, the subgrantee/contractor confirms it complies with the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended – and all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
6. By signing this agreement, the subgrantee/contractor confirms that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
7. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section:

- i. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - ii. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
8. This grant award and employees working on this subaward will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at [41 U.S.C. 4712](#) by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and Federal Acquisition Regulation (FAR) [3.908](#).
 - a. The GRANTEE shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections [under 41 U.S.C. 4712](#), as described in section [FAR3.908](#).

B. Breach of Representations and Warranties

In addition to any rights NCOA may have under this Agreement, NCOA shall have the right to terminate this Agreement immediately upon written notice to GRANTEE in the event of any breach by GRANTEE of the foregoing representations, warranties and covenants. In such event, GRANTEE shall immediately refund to NCOA all Grant Funding received as of the effective date of suspension or termination.

C. Independent Contractor

Each of the parties is an independent contractor and neither party is, nor shall be considered to be, an agent, distributor or representative of the other. Neither party shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other. Neither party has authorization to enter into any contracts, assume any obligations or make any warranties or representations on behalf of the other party. Nothing in this Agreement shall be construed to establish a relationship of co-partner or joint venture between the parties. NCOA shall not be responsible and shall have no obligation to GRANTEE, the employees of GRANTEE or any governing body to withhold Federal, State, or local income tax, or NCOA's employee portion of FICA or other payroll taxes, and other taxes relating from any individual assigned by GRANTEE to provide services under this Agreement; to the extent permitted by law, GRANTEE shall indemnify, defend and hold NCOA harmless from all liabilities, costs and expenses, including without limitation reasonable attorneys' fees resulting from all third party claims brought against NCOA for any FICA, FUTA, or SUI contributions and any other payroll taxes or any claims of any nature, relating to GRANTEE's employees or staff arising from the performance of services under this Agreement.

D. Prohibition against Lobbying

1. GRANTEE will not knowingly attempt to influence any member of Congress, State or local legislator to favor or oppose any legislation or appropriation associated with this Agreement.
2. Grant Funding shall not be used for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or film presentation designed to support or defeat legislation pending before the Congress or state or local legislatures.
3. Grant Funding shall not be used to pay the salary or expenses of any grant or contract recipient, or agent acting on behalf of such recipient, related to any activity designed to influence legislation or appropriation pending before the Congress or state or local legislatures.

E. Scope of Agreement

1. This Agreement constitutes the entire agreement by the parties hereto concerning the work and services to be performed and the Grant Funding provided hereunder, and any prior or contemporaneous, oral or written agreement which varies from the terms hereof shall be void. This Agreement may only be amended by a writing clearly setting forth the amendments and signed by both parties.
2. The provisions of this Agreement are severable and if for any reason a clause, sentence, paragraph or other part of this Agreement shall be determined to be invalid by a court, federal agency, board or commission having jurisdiction over the subject matter thereof, such invalidity shall not affect other provisions which can be given effect without the invalid provision.

F. Reporting and Evaluation Participation Requirements

GRANTEE will be responsible for the following reporting and evaluation participation requirements:

1. GRANTEE will be required to provide post-survey data from participants within 5-days of the session.
2. Grantee will be required to provide input about the program, offering insights on program offerings and barriers or motivations to participation.
3. NCOA will provide the format for such reports.
4. GRANTEE will be required to respond promptly to periodic emails and web-based surveys aimed at gathering information, such

as case studies and best practices, which will be helpful to the future sustainability of this program including outreach and enrollment efforts.

5. GRANTEE will be required to share samples of materials and tools that are developed under this project, if applicable.
6. GRANTEE will provide all such additional reports and information as may be reasonably requested by NCOA during the Grant Period.

G. Indemnification

1. Each party shall, to the extent permitted by law, indemnify, defend and hold harmless the other for all liabilities, costs, claims and expenses, including, without limitation, reasonable attorneys' fees, arising from third party claims brought against the other party for personal injury or death or damage to real property or intangible or tangible personal property to the extent caused by the negligent acts or omissions of the indemnifying party.
2. Each party shall promptly notify the other party in writing of any and all litigation, claims, notices or demands known to such party, whether made against it or the other party, in connection with this Agreement. Each party shall cooperate with the other in the defense or handling of any claim, action or investigation relating to this Agreement. In all circumstances, the indemnifying party shall have sole control of the defense and resolution of the claim. The indemnifying party may settle or compromise or consent to the entry of any judgment without the consent of the indemnified party, as long as such settlement, compromise or judgement does not include any admission of fault on the part of the indemnified party. In such event, the consent of the indemnified party shall be required, which shall not be unreasonably withheld.
3. In all circumstances, the indemnified party shall have the right to participate in the defense of any proceedings with counsel of its own choosing, at its sole expense, and shall cooperate with the indemnifying party in the defense of any claim.

H. Subcontractors

GRANTEE shall not subcontract or delegate any portion of the work under this Agreement to any third party without NCOA's prior written consent and approval, which consent and approval may be given in NCOA's sole discretion, and which may be obtained in the application/review process. As appropriate for those not approved in advance, GRANTEE shall provide NCOA written notice of any proposed subcontracting, including information about the services to be subcontracted, the identity of the subcontractor and other reasonable detail for NCOA to consider such request. NCOA may withhold its consent by notice to GRANTEE within fifteen (15) calendar days after receipt of written notice from GRANTEE of the proposed subcontractor. Failure of NCOA to respond to a request for consent from GRANTEE within such fifteen (15) calendar day period shall be deemed to be NCOA's approval of the subcontractor. GRANTEE shall be responsible and solely liable for the acts and omissions of its approved subcontractors performing services on its behalf under this Agreement, including the performance of any subcontractors and their respective affiliates and shall cause such subcontractors to indemnify, defend and hold NCOA harmless for such subcontractors' (and their respective affiliates') misuse or misappropriation of any Confidential Information and/or any breach of the terms of this Agreement or the subcontractor's agreement with GRANTEE.

I. Audits

All GRANTEES are required to have audits performed in accordance with 2 CFR Part 200; Uniform Administrative Requirements, Cost Principles, and Audit Requirements.

III. GENERAL ADMINISTRATIVE PROVISIONS

A. Period of Performance

The term of this Agreement shall be for the period as designated on Page 1 of this Agreement, and as may be changed only by a mutually approved written amendment to this Agreement.

B. Total Funds Awarded

GRANTEE will be provided Grant Funding as described in the payment schedule shown on Page 1 of this Agreement. Payments will

be distributed via check to the GRANTEE only after receipt of this Agreement, signed by both parties, and a completed W-9 form. It is understood and agreed that in no event shall the total distribution of grant funds made by NCOA to GRANTEE during the term of the Agreement exceed the amount of Grant Funding designated on Page 1 or as further adjusted by a mutually approved amendment of this Agreement. GRANTEE is responsible for following all applicable regulations promulgated under 2 CFR Part 200; Uniform Administrative Requirements, Cost Principles, and Audit Requirements.

C. Agreement Termination

1. Termination for Cause

- a. NCOA retains the right to terminate this Agreement in NCOA's discretion if NCOA has a reasonable basis for believing GRANTEE is not or will not be carrying out the project as specified herein. If the GRANTEE fails to perform in whole or in part the terms of this Agreement or fails to make sufficient progress so as to endanger performance, NCOA will notify the GRANTEE of such unsatisfactory performance in writing. The GRANTEE has ten (10) business days in which to respond with a written plan acceptable to NCOA for correction of deficiencies. If the GRANTEE does not respond within such ten (10) business days with an appropriate corrective action plan, NCOA may terminate this Agreement immediately upon written notice to GRANTEE which termination will become effective on the date specified by NCOA in such notice.
- b. Either party may terminate this Agreement upon at least thirty (30) days' advance written notice in the event of a material breach of the terms and conditions of this Agreement by the other party and failure to cure such breach within the thirty (30) day period following receipt of such written notice.

2. Termination for Convenience

Either party may terminate this Agreement for convenience by providing the other party at least thirty (30) days' advance written notice of such termination. Such notice shall specify the effective date of termination. The GRANTEE shall be entitled to receive just and equitable compensation for any allowable services satisfactorily performed hereunder through the date of termination.

3. Termination for Failure to Execute Program

NCOA shall have the right to terminate this Agreement, in NCOA's discretion, in the event of non-compliance by GRANTEE with GRANTEE's obligations set forth herein, or if NCOA has a reasonable basis for believing the GRANTEE is not or will not be carrying out the project as specified herein.

4. Notice of Termination/ Partial Termination

Whenever for any reason NCOA shall determine that such termination is necessary, any such termination shall be effective by delivery to the GRANTEE of a Notice of Termination specifying whether termination is for cause or for the convenience of NCOA, the extent to which performance of work under the Agreement is terminated, and the date upon which such termination becomes effective. Upon such termination of this Agreement, NCOA will determine the amount due the GRANTEE, or otherwise, such sum will in no event exceed the Grant Funding set forth in the first page of this Agreement.

In the event of a partial termination, the portion of the Grant Funding which is payable with respect to the services under the continued portion of the Agreement shall be equitably adjusted by NCOA, and such adjustment shall be evidenced by a written modification to this Agreement.

IV. MISCELLANEOUS

A. Advertising/Publicity

Except as otherwise agreed by the parties, or required by NCOA to achieve Project objectives, neither party shall, without the prior written consent of the other, use in advertising, publicity, on the internet or otherwise the names, trade names, service marks, trade dress or logo of the other party or any of its affiliates or refer to the existence of this Agreement in any press releases, advertising, web sites or materials distributed or made available to prospective customers or other third parties.

B. Successors and Assigns

Without NCOA's express prior written consent, which may be withheld in NCOA's sole discretion, GRANTEE shall not assign, transfer or delegate any of the rights or obligations under this Agreement. This Agreement and all of its provisions shall inure to the benefit of and become binding upon the parties and the successors and permitted assigns of the respective parties.

C. Survival

Any provision of this Agreement which by its nature must survive termination or expiration in order to achieve the fundamental purposes of this Agreement shall survive any termination or expiration of this Agreement. For clarity, provisions that survive termination shall include Section II (G) (Indemnification), Section IV(D) (Confidentiality) and Section IV(E) (Governing Law) and Section IV(F) (Disclaimers/ Liability Limits).

D. Confidential Information

This Agreement shall apply to all confidential and proprietary information disclosed by each party to the other including, but not limited to, data relating to a party's products, equipment, inventions, discoveries, trade secrets, secret processes, knowledge databases and proposals which access knowledge databases, financial data, personnel records, patient records, medical records, health information, test results, proprietary computer programs, marketing information, and any other similar information which is (a) clearly marked to indicate its confidential or proprietary status, if disclosed by one party to the other in written, graphic, recorded, photographic or any machine readable form, or (b) by its nature proprietary or non-public, even if not marked and regardless how it is disclosed. A party's Confidential Information shall include Confidential Information of a party's contractors, agents, and vendors.

"Confidential Information" shall not include information which (a) was already known to either party prior to the time that it is disclosed to such party hereunder; (b) is in or has entered the public domain though no breach of the Agreement or other wrongful act of either party; (c) has been rightfully received from a third party without breach of this Agreement; (d) has been approved for release by written authorization of either party; or (e) is required to be disclosed pursuant to the final binding order of a governmental agency or court of competent jurisdiction, provided that NCOA has been given reasonable notice of the pendency of such an order the opportunity to contest it.

Both parties agree that they will be deemed to be in a fiduciary relationship of confidence with respect to the Confidential Information disclosed to it by the other party. Both parties agree to hold the other's Confidential Information in strict confidence and not to disclose such information to any third party, or to use it for any purpose other than that contemplated by the parties at the execution of this Agreement. Both parties agree that it will employ all reasonable steps to protect the Confidential Information from unauthorized or inadvertent disclosure, including without limitation all steps that it takes to protect its own information that it considers proprietary.

Either party may disclose the other's Confidential Information only to those employees having a need to know and only to the extent necessary to enable the parties to adequately perform their respective responsibilities.

No copies of the Confidential Information shall be made by either party except as may be necessary to perform services relating to the Confidential Information. If requested by NCOA, GRANTEE agrees to destroy any Confidential Information of NCOA in its possession or control.

Each party acknowledges the any unauthorized disclosure or unauthorized use of Confidential Information by the receiving party will cause irreparable harm and loss to the disclosing party. In the event of any actual or threatened breach of this provision by a receiving party, the disclosing party shall be entitled to seek emergency interim relief prohibiting disclosure of its Confidential Information, which action shall not restrict or limit any other remedies legal or equitable that the disclosing party determines to seek.

Notwithstanding the foregoing, each party may disclose Confidential Information (a) to the extent required by a court of competent jurisdiction or other governmental authority or otherwise as required by law or (b) on a "need-to-know" basis under an obligation of confidentiality to its attorneys, accountants, banks and other financing sources and their advisors. In the event of a proposed disclosure hereunder, reasonable efforts will be made to provide this notice in sufficient time to allow the disclosing party to seek an appropriate confidentiality agreement, protective order, or modification of any disclosure, and the party required to make the disclosure will reasonably cooperate in such efforts. Any Confidential Information so disclosed shall continue to be treated as confidential in accordance with this Agreement until and unless it falls within one of the exceptions set forth above.

E. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Virginia without giving effect to

choice of law principles. Any action brought under or in relation to this Agreement shall be brought in a State or Federal court with venue in the State of Virginia, Arlington County. The parties consent to the jurisdiction of such courts over them, stipulate to the convenience, efficiency and fairness of proceeding in such courts, and covenant not to assert any objection to proceeding in such courts based on the alleged inconvenience, inefficiency or unfairness of such courts.

F. Disclaimers/ Liability Limits

EXCEPT FOR A BREACH OF SECTION IV(D) (CONFIDENTIALITY), OR INDEMNIFICATION OBLIGATIONS UNDER SECTION II(G), IN NO EVENT SHALL EITHER PARTY OR ITS RESPECTIVE AFFILIATES BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR COSTS OF SUBSTITUTE SERVICES) ARISING OUT OF THIS AGREEMENT OR ITS TERMINATION, WHETHER LIABILITY IS ASSERTED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE AND IRRESPECTIVE OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE OR HAS CONSTRUCTIVE KNOWLEDGE OF SUCH DAMAGE, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE. IN ANY EVENT, NCOA'S CUMULATIVE LIABILITY UNDER THIS AGREEMENT FOR ANY AND ALL CLAIMS SHALL NOT EXCEED THE TOTAL AMOUNT OF THE GRANT FUNDING PAID AND PAYABLE BY NCOA TO THE GRANTEE UNDER THIS AGREEMENT.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY IN CONNECTION WITH THE SUBJECT MATTER OF THIS AGREEMENT, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF NONINFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

G. Notices

Any notices, correspondence or other communications relating to this Agreement required or permitted to be given hereunder will be sufficient if made in writing and sent by official postal services (e.g. US mail, FedEx) , facsimile, email or by hand delivery. Notices shall be addressed to the physical or email address(es) as set forth on the first page of this Agreement, or such other address in the United States as either party may specify for itself by notice to the other party as provided herein. Notice shall be deemed served upon postal service or recipient acknowledgement of receipt. For clarity, email or other electronic notice shall be deemed served upon recipient's express acknowledgement of receipt.



MEMORANDUM
(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: March 3, 2026

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 3(B)(1)

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 ____, majority plus one ____, 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) ____, 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 _____

Agenda Item No. 3(B)(1)
3-3-26

RESOLUTION NO. _____

RESOLUTION RATIFYING THE COUNTY MAYOR’S OR COUNTY MAYOR’S DESIGNEE’S APPLICATION FOR AND ACCEPTANCE OF A GRANT AWARD IN THE AMOUNT OF \$5,000.00 FROM THE NATIONAL COUNCIL ON AGING TO SUPPORT THE SOCIAL CONNECTIONS PROJECT FOR OLDER ADULTS, AS WELL AS EXECUTION OF THE GRANT AGREEMENT FOR A TERM COMMENCING ON OCTOBER 1, 2025 THROUGH JUNE 20, 2026; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO: (1) EXPEND SUCH GRANT FUNDS; (2) EXECUTE OTHER NECESSARY DOCUMENTS AND AGREEMENTS; AND (3) EXERCISE THE PROVISIONS SET FORTH THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying County Mayor’s memorandum, a copy of which is incorporated herein by reference,

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

Section 1. Approves the foregoing recital, which is incorporated herein by reference.

Section 2. Pursuant to Resolution No. R-1170-06, ratifies the County Mayor’s or County Mayor’s designee’s application for and acceptance of a grant award in the amount of \$5,000.00 from the National Council on Aging to support the Social Connections Project for Older Adults, as well as execution of the grant agreement, attached to the accompanying County Mayor’s memorandum as Exhibit B, for a term commencing on October 1, 2025 through June 20, 2026. The Social Connections Project supports structured group workshops, peer-navigation supports, and Mental Health First Aid training to reduce isolation among older adults and also provides resources to eligible individuals who may be experiencing mental health challenges.

Section 3. Authorizes the County Mayor or County Mayor’s designee to expend such grant funds for the purpose described in section 2.

Section 4. Authorizes the County Mayor or County Mayor’s designee to execute other documents and agreements necessary for implementation of the program described in section 2 and to exercise the provisions set forth in all documents and agreements approved in this resolution, provided that such other documents and agreements and any amendments thereto are consistent with the purposes described herein and following approval for form and legal sufficiency by the County Attorney’s Office.

The foregoing resolution 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:

Anthony Rodriguez, Chairman	
Kionne L. McGhee, Vice Chairman	
Marleine Bastien	Juan Carlos Bermudez
Sen. René García	Oliver G. Gilbert, III
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Vicki L. Lopez
Natalie Milian Orbis	Raquel A. Regalado
Micky Steinberg	

The Chairperson thereupon declared this resolution duly passed and adopted this 3rd day of March, 2026. 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

JUAN FERNANDEZ-BARQUIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Shanika A. Graves