



MEMORANDUM

Agenda Item No. 11(A)(8)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: January 24, 2012

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Resolution approving retroactive
agreement between Greater Miami
Service Corps and Miami-Dade
County and authorizing the County
to provide administrative and
management support services to
the Greater Miami Service Corps

Resolution No. R-63-12

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Barbara J. Jordan.

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

R. A. Cuevas, Jr.
County Attorney

RAC/up

Memorandum



Date: January 24, 2012

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez", written over the name in the "From:" field.

Subject: Resolution Approving Retroactive Agreement between Greater Miami Service Corps and Miami-Dade County Authorizing the County to Provide Administrative and Management Support Services for a reimbursable amount over time not to exceed \$2 million to the Greater Miami Service Corps

RECOMMENDATION

The Miami-Dade County Community Action Agency Board (CAA Board) recommends that the Board of County Commissioners (BCC) authorize the County Mayor or County Mayor's designee to ratify an Agreement with the Greater Miami Service Corps for the provision of administrative and management support in substantially the same form as Attachment A. The term of the agreement is October 1, 2010 through September 30, 2012 with three, one-year options to renew. The CAA Board also recommends that the BCC authorize the County Mayor or County Mayor's designee to execute amendments, modifications, and cancellation and termination clauses of this agreement. The previous agreement expired September 30, 2010, therefore, the term of this agreement relates back to October 1, 2010 because the parties were exploring other options for providing these services. It was subsequently determined by both parties that the agreement presented is the most feasible method for delivering service without interruption to the community.

SCOPE

The impact to Miami-Dade County for the provision of these services is County-wide. Greater Miami Service Corps provides education, scholarship, and volunteer opportunities to at-risk youth throughout Miami-Dade County.

FISCAL IMPACT/FUNDING SOURCE

The fiscal impact to the County for the provision of these services is minimal because the GMSC reimburses the County in full for all expenses paid by the County on behalf of the GMSC. The main index code used to track expenses for the GMSC is CAGM06SW. Expenses captured in this index code are proportioned to program specific index codes are applicable.

TRACK RECORD/MONITOR

The Community Action and Human Services Department's Fiscal Director will monitor this agreement.

BACKGROUND

On September 12, 1989, the Board of County Commissioners passed Resolution 1046-89 which retroactively authorized receipt of Urban Corps Expansion Project funds for the Community Action Agency's (CAA) Community Action Youth Corps program. The Program's focus was to expand 'at-risk' youth ages 18-23 educational and employability options through hard work and in-service projects in the community. These projects included code enforcement, public housing repairs, arts and human services.

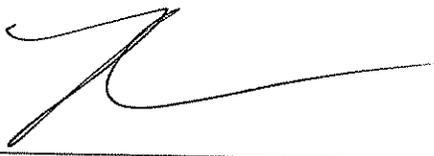
On July 10, 1990, the Community Action Agency Youth Corps was chartered as the Greater Miami Service Corps (GMSC), a 501c3 not-for-profit organization. The purpose of incorporating was to ensure

GMSC could leverage financial support not available to governmental entities. In so doing, GMSC became eligible to receive funding from South Florida Workforce, Miami Foundation, Open Society Institute, Staples Foundation, Bill and Melinda Gates Foundation. The GMSC would not have been eligible for such funding opportunities as a governmental entity.

The GMSC staff diligently pursues and usually receives adequate funding to support its operations; however, because the funding streams are intermittent in the manner in which reimbursements are received, administrative and management support services from Miami-Dade County through its CAA now known as Community Action and Human Services is necessary. On February 16, 1993, the BCC passed Resolution 175-93 which authorized retroactively an agreement with the GMSC and CAA, for administrative and management support services. This agreement has been renewed annually over the years uninterrupted and the GMSC has historically satisfied its obligation with CAA. However, in 2006 due to unrealized revenues, GMSC was unable to meet its commitment to reimburse CAA in accordance with its agreement with the County. As a result of this incident, the BCC authorized the use of General Fund revenues to satisfy this obligation and remove this debt from CAA's books. Since resolution of this matter, additional measures and assurances have been put into place to prevent the recurrence of such issues in the future, such as the following: the GMSC Board of Directors was advised of the issue and urged to closely monitor the agency's finances to avoid future occurrences; monthly meetings are convened with GMSC staff to review and analyze the agency's financial reports, including payable and receivable account balances to ensure adequate funding is available to cover all expenses reimbursed by the County; and the department monitors the receipt of payments submitted to the County by the GMSC. There are currently no outstanding issues or concerns regarding the GMSC and the referenced agreement.

Additionally, it is important to note that the GMSC is a leader among service and conservation corps nationally and is a member of The Corps Network and YouthBuild USA. The program received Excellence in Corps Operations recognition in 2003 and again in 2009. GMSC has also received the following national and community awards: 2011 NACo Achievement Award; 2011 Non-Profit of the Year; 2008 Strategic Partnership Award; 2008 Corps member of the Year Award; 2005 Social Worker Team of the Year and William "Sonny" Walker Self-Sufficiency Award. GMSC was recognized by the Miami-Dade County Commission on Ethics and Public Trust and The Greater Miami Chamber as the 2003 Non-Profit Organization of the Year. Publications include the 2003 "Promising Practices for Helping Low Income Youth Obtain and Retain Jobs: A Guide for Practitioners" and a 1997 Abt Study of "Youth Corps: Promising Strategies for Young People and Their Communities."

Attachments



Deputy Mayor

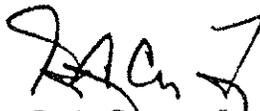


MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

DATE: January 24, 2012

FROM: 
R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 11 (A) (8)

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
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous____) 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. 11(A)(8)
1-24-12

RESOLUTION NO. R-63-12

RESOLUTION APPROVING RETROACTIVE AGREEMENT BETWEEN GREATER MIAMI SERVICE CORPS AND MIAMI-DADE COUNTY AND AUTHORIZING THE COUNTY TO PROVIDE ADMINISTRATIVE AND MANAGEMENT SUPPORT SERVICES FOR A REIMBURSABLE AMOUNT OVER TIME NOT TO EXCEED \$2 MILLION TO THE GREATER MIAMI SERVICE CORPS

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying 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 authorizes the County Mayor or County Mayor's designee, to execute a retroactive agreement between Miami-Dade County and Greater Miami Service Corps for the provision of administrative and management support services for a reimbursable amount over time not to exceed \$2 million, in substantially the same form attached hereto; authorizes the County Mayor or County Mayor's designee to execute renewals, amendments, modifications, cancellations and termination clauses of this agreement, upon approval of the County Attorney's Office on behalf of Miami-Dade County, Florida.

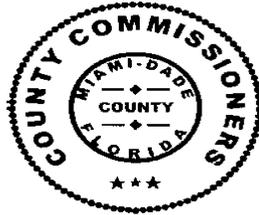
The foregoing resolution was offered by Commissioner **Dennis C. Moss**, who moved its adoption. The motion was seconded by Commissioner **Jean Monestime** and upon being put to a vote, the vote was as follows:

	Joe A. Martinez, Chairman	aye
	Audrey M. Edmonson, Vice Chairwoman	aye
Bruno A. Barreiro	aye	Lynda Bell
Esteban L. Bovo, Jr.	aye	Jose "Pepe" Diaz
Sally A. Heyman	aye	Barbara J. Jordan
Jean Monestime	aye	Dennis C. Moss
Rebeca Sosa	aye	Sen. Javier D. Souto
Xavier L. Suarez	aye	aye

The Chairperson thereupon declared the resolution duly passed and adopted this 24th day of January, 2012. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK



By: **Christopher Agrippa**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in cursive script, appearing to read "ER", is written over a horizontal line.

Estephanie S. Resnik

RESOLUTION No. R-276a-11

RESOLUTION AUTHORIZING EXECUTION OF CONTRACT(S) WITH MIAMI-DADE COUNTY
FOR THE PROVISION OF ADMINISTRATIVE AND MANAGEMENT SUPPORT

WHEREAS, the Board of Directors of Greater Miami Service Corps (GMSC) desires to accomplish the objectives as outlined in its scope of services,

NOW THEREFORE, the Board of Directors of the Greater Miami Service Corps hereby resolves that:

This Board approves one contract with Miami-Dade County by and through its Community Action Agency (CAA) not to exceed two million dollars (\$2,000,000.00 in reimbursement funds) for the provision of services specified in the CAA-GMSC Renewal Agreement for the period from September 1, 2010 to September 30, 2012, and authorizes the CHAIRPERSON and EXECUTIVE DIRECTOR to execute same for and on behalf of Greater Miami Service Corps.

Duly passed and adopted this 27th Day of September 2011.


SECRETARY

9/27/2011
DATE

SEAL

**MIAMI-DADE COUNTY AND
GREATER MIAMI SERVICE CORPS
AGREEMENT**

This Agreement, made this ___ day of _____, 2011, by and between Miami-Dade County, a political subdivision of the State of Florida, (hereinafter referred to as "County") through its Community Action and Human Services Department (hereinafter referred to as "Department"), located at 701 NW First Court Miami, FL 33136 and the Greater Miami Service Corps, having offices at 810 NW 28th Street · Miami, FL 33127 (hereinafter referred to as "GMSC") states conditions and covenants for administrative and management support of the GMSC.

WHEREAS, the Board through Resolution 1046-89 authorized the County Manager to receive and expend Urban Corps Expansion Project Funds; and

WHEREAS, the County through its Community Action Agency, currently known as Community Action and Human Services Department, established the Greater Miami Service Corps formerly known as the Community Action Youth Corps; and

WHEREAS, the Board through Resolution 175-93 retroactively authorized the execution of a Cooperative Agreement for the administrative and management support services of GMSC by Community Action and Human Services Department; and

WHEREAS, the County is desirous of continuing the relationship with GMSC by providing administrative and management support services and GMSC is desirous of receiving such services;

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

I. AMOUNT REIMBURSABLE. Subject to available funds, the maximum amount reimbursable for services rendered under this Agreement shall not exceed **\$2,000,000**. Both parties agree that should available GMSC funding be reduced, the amount available for reimbursement under this Agreement may be reduced at the option of the County.

II. EFFECTIVE TERM. The effective term of this Agreement shall be from **October 1, 2010 to September 30, 2012**. The County in its sole discretion may renew this Agreement for up to three (3) additional one year renewal term(s) contingent upon satisfactory performance by GMSC and subject to the availability of funds. The County shall notify GMSC of its intent to exercise the option to renew no later than thirty (30) days prior to the expiration of this Agreement.

III. SERVICE PROVISIONS AND CONDITIONS.

A. GMSC agrees to:

1. Reimburse the County on a quarterly basis or as revenues are received whichever is later, for all costs incurred by the County on behalf of GMSC. GMSC agrees not to exceed two million dollars (\$2,000,000) in expenditures without the prior express written consent of the County within the term of this

agreement period.

2. Provide the agency's budget to document projected revenue sources.
3. Provide monthly reports detailing GMSC revenues and expenditures.
4. Participate in monthly meetings with the Department's Fiscal Director.
5. Provide a copy of the agency's annual audit in accordance with Office of Management and Budget Circular A-133.
6. Comply with all Federal, State and County laws, rules and regulations, which are incorporated herein by reference.

B. The County agrees to:

1. Provide administrative support services to include:
 - i. Personnel and personnel services including but not limited to assistance with recruitment, records maintenance and payroll;
 - ii. Fiscal services including but not limited to assistance with procurement, accounting, reporting and funds custody;
 - iii. Access to the General Services Administration (GSA) services; and
 - iv. Reimbursable participation in the County's Self-Insurance Program

IV. INDEMNIFICATION BY GMSC.

A. GMSC 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 Agreement by GMSC or its employees, agents, servants, partners principals or sub-agreement. GMSC 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. GMSC expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by GMSC 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.

B. The County shall indemnify and hold harmless GMSC and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the GMSC 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 Agreement by County or its employees, agents, servants, partners principals or sub-agreement. County 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 GMSC, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. County expressly understands and agrees that any

insurance protection required by this Agreement or otherwise provided by County shall in no way limit the responsibility to indemnify, keep and save harmless and defend GMSC 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 Agreement.

V. INSURANCE.

A. GMSC shall furnish to Miami-Dade County Community Action and Human Services Department, 701 NW 1st Court, Miami, Florida 33136, Certificate(s) of Insurance or written verification as determined by the County's Risk Management Division after review of the Service Provisions and Conditions (Section III) The County shall not disburse any funds until it is provided with the necessary Certificate(s) or written verification (binders) and such documents have been approved by Risk Management. The Certificate (s) shall indicate that insurance coverage has been obtained which meets the requirements as outlined below:

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.

Professional Liability Insurance, when applicable, in the name of GMSC in an amount not less than \$250,000.

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.

VI. PROOF OF LICENSURE/CERTIFICATION AND BACKGROUND SCREENING.

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

the Service Provisions and Condition section, GMSC shall furnish to the County 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 GMSC 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 Agreement may result in termination of this Agreement at the County's discretion.

B. Background Screening. GMSC agrees to comply with all applicable laws, regulations, ordinances and resolutions regarding background screening of employees and subcontractors. GMSC's failure to comply with any applicable laws, regulations, ordinances and resolutions regarding background screening of employees and subcontractors is grounds for a material breach and termination of this contract at the sole discretion of the County.

Background screening is included in personnel services

GMSC agrees to comply with all applicable laws (including but not limited to Chapters 39, 402, 409, 394, 408, 393, 397, 984, 985 and 435, Florida Statutes, as may be amended from time to time), regulations, ordinances and resolutions, regarding background screening of those who may work with vulnerable persons, as defined by section 435.02, Florida Statutes, as may be amended from time to time.

In the event criminal background screening is required by law, the State of Florida and/or the County, GMSC will permit only employees and subcontractors with a satisfactory national criminal 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) to work in direct contact with vulnerable persons.

GMSC agrees to ensure that employees and subcontracted personnel who work with vulnerable persons satisfactorily complete and pass Level 2 background screening before working with vulnerable persons. GMSC shall furnish the County with proof that employees and subcontracted personnel, who work with vulnerable persons, satisfactorily passed Level 2 background screening, pursuant to Chapter 435, Florida Statutes, as may be amended from time to time.

If GMSC fails to furnish to the County proof that an employee or subcontractor's Level 2 background screening was satisfactorily passed and completed prior to that employee or subcontractor working with a vulnerable person or vulnerable persons, the County shall not disburse any further funds and this Contract may be subject to termination at the sole discretion of the County.

C. Other.

GMSC agrees to comply with all applicable federal, state and local laws, regulations, ordinances and standards, including but not limited to Part III, Ch. 2, Art. 1 and Ch. 11A of the Miami-Dade County Code and F.A.R. 52.222.

VII. CONFLICT OF INTEREST.

GMSC 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, and all applicable federal and state conflict of interest provisions, which are incorporated herein by reference as if fully set forth herein, in connection with its Agreement obligations hereunder.

GMSC represents that the execution of this Agreement does not violate the State of Florida Code of Ethics, (§112.311, Florida Statutes), as amended, which is incorporated herein by reference as if fully set forth herein. GMSC agrees to abide by and be governed by all applicable local, state and federal conflict of interest laws throughout the course of this Agreement and in connection with its obligations hereunder.

VIII. CIVIL RIGHTS AND OTHER REGULATORY COMPLIANCE.

A. Non-discrimination and civil rights. Programs receiving funding from the County shall not discriminate against an employee, volunteer, or client of GMSC on the basis of race, color, gender, pregnancy, marital status, familial status, sexual orientation, religion, ancestry, national origin, disability, or age except that programs may target services for specific client groups as defined in the Additionally, GMSC shall demonstrate that it has standards, policies, and practices necessary to render services in a manner that respects the worth of the individual and protects and preserves the dignity of people of diverse cultures, classes, races, religions, sexual orientation, and ethnic backgrounds.

GMSC 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. Section 2000d, 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 Agreement . If GMSC or any owner, subsidiary, or other firm affiliated with or related to GMSC, is found by the responsible enforcement agency or the courts to be in violation of these laws, the County will conduct no further business with GMSC. Any Agreement entered into based upon a false affidavit shall be violable by the County.

B. Family medical leave. GMSC agrees that it is in compliance with the Family Medical Leave Act (28 U.S.C. §2601 et seq. and §11A-29 et seq. of 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 family medical leave to its employees. Failure to comply with this local law may be grounds for voiding or terminating this Agreement .

C. Domestic violence leave. GMSC 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 Agreement.

D. Florida clean indoor air act. GMSC agrees that it is in compliance with the Florida Clean Indoor Air Act, §386.201, *et seq.*, Florida Statutes, which prohibits smoking in enclosed indoor workplaces, including private residences where child care or health care is provided.

E. Public entities crime act. GMSC represents that the execution of this Agreement will not violate the Public Entities Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a Agreement or, consultant or other GMSC and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a Agreement to provide any goods or services to the Department, may not submit a bid on a Agreement with the County for the construction or repair of a public building or public work, may not submit bids on leases of real property to the Department, may not be awarded or perform work as a Agreement or supplier, sub-agreement or, or consultant under a Agreement with the Department, and may not transact any business with the County in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in cancellation of this Agreement and recovery of all monies paid hereto, and may result in debarment from the Department's competitive procurement activities.

F. Living wage. GMSC agrees to comply with Miami-Dade County's Living Wage Ordinance (§2-8.9 of Miami-Dade County Code) if it has an Agreement with the County for a sum of \$100,000 or more to provide food preparation/distribution, security services, routine maintenance (custodial, cleaning, refuse removal, repair, refinishing, recycling), clerical or other non-supervisory clerical work, transportation and parking service, printing services or landscaping/lawn services.

G. Compliance with Sarbanes-Oxley. GMSC shall comply with the following provisions of the Sarbanes-Oxley Act (SOX) that apply to all corporate entities, including non-profit organizations, as follows:

1. It is a crime to alter, cover up, falsify, or destroy any document that may be relevant to an official investigation (SOX, Section 1102, Section 1512 of Title 18, USC).
2. It is illegal for any corporate entity to punish whistle blowers or retaliate against any employee who reports suspected cases of fraud or abuse (SOX, Section 1107, Section 1513 of Title 18, USC).

H. Child Abuse Reporting. GMSC shall immediately report knowledge or reasonable suspicion of abuse, neglect, or abandonment of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96-ABUSE). As required by Chapters 39 and 415, Florida Statutes, this is binding upon both GMSC and its employees.

IX. NOTICES. It is understood and agreed between the parties that written notice addressed to the County and mailed or delivered to the address appearing on page one (1) of the Agreement and written notice addressed to GMSC and mailed or delivered to the address appearing on page one (1) of this Agreement shall constitute sufficient notice to either party. It is GMSC's responsibility to advise the County in writing of any changes in name, address and/or telephone number.

X. AUTONOMY. Both parties agree that this Agreement recognizes the autonomy of the agreeing parties. It is expressly understood and intended that GMSC is only a recipient of County support and is not an agent or instrumentality of the County.

XI. BREACH OF AGREEMENT : COUNTY REMEDIES.

A. Breach. A breach by GMSC shall have occurred under this Agreement if: (1) GMSC fails to provide the services outlined in this Agreement within the effective terms of this Agreement ; (2) GMSC ineffectively or improperly uses the County funds allocated under this Agreement ; (3) GMSC does not furnish the Certificates of Insurance required by this Agreement or as determined by the County's Risk Management Division; (4) GMSC does not furnish proof of licensure/certification or proof of background screening required by this Agreement ; (5) GMSC fails to submit, or submits incorrect or incomplete proof of expenditures to support reimbursement requests or fails to submit or submits incomplete or incorrect detailed reports of expenditures or final expenditure reports; (6) GMSC does not submit or submits incomplete or incorrect required reports; (7) GMSC refuses to allow the County access to records or refuses to allow the County to monitor, evaluate and review GMSC's program; (8) GMSC discriminates under any of the laws and requirements outlined in this Agreement; (9) GMSC fails to provide Domestic Violence Leave or Family Medical Leave to its employees pursuant to local and federal law; (10) GMSC falsifies or violates the provisions of the Drug Free Workplace Affidavit; (11) GMSC attempts to meet its obligations under this Agreement through fraud, misrepresentation or material misstatement; (12) GMSC fails to correct deficiencies found during a monitoring, evaluation or review within the specified time; (13) GMSC fails to meet the terms and conditions of any obligation under any Agreement or otherwise or any repayment schedule to the County or any of its agencies or instrumentalities; (14) GMSC 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 Miami-Dade County Affidavits or the State Affidavit; or (16) GMSC fails to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements and stipulations in this Agreement within the effective term of this Agreement .

Waiver of breach of any provisions of this Agreement 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 Agreement.

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

1. The County may terminate this Agreement by giving written notice to GMSC 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) seek reimbursement of County funds allocated to GMSC under this Agreement; or (b) at the sole discretion of the County, the County may terminate or cancel any other Agreements entered into between the County and GMSC. GMSC shall be responsible for all direct and indirect costs associated with such termination, including attorney's fees, costs, and any judgments entered by a court of appropriate jurisdiction;
2. The County may suspend payment in whole or in part under this Agreement by providing written notice to GMSC of such suspension and specifying the effective date thereof, at least five (5) days before the effective date of

suspension. On the effective date of suspension GMSC must immediately cease to receive services pursuant to this Agreement. All payments to GMSC as of this date shall cease. If payments are suspended, the County shall specify in writing the actions that must be taken by GMSC 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 Agreements entered into between the County and GMSC. GMSC shall be responsible for all direct and indirect costs associated with such suspension, including attorney's fees, costs, and any judgments entered by a court of appropriate jurisdiction;

3. The County may seek enforcement of this Agreement including but not limited to filing an action with a court of appropriate jurisdiction. GMSC shall be responsible for all direct and indirect costs associated with such enforcement, including attorney's fees, costs, and any judgments entered by a court of appropriate jurisdiction;
4. If, for any reason, GMSC should attempt to meet its obligations under this Agreement through fraud, misrepresentation or material misstatement, the County shall, whenever practicable terminate this Agreement by giving written notice to GMSC 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 Agreement s 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 Agreement ual obligations with the county through fraud, misrepresentation or material misstatement may be disbarred from county Agreement ing for up to five (5) years;
5. Any other remedy available at law or equity.

C. The County Mayor or Mayor's designee is authorized to terminate this Agreement on behalf of the County.

D. Damages Sustained. Notwithstanding the above, GMSC shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of this Agreement, and the County may withhold any payments to GMSC 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. GMSC shall be responsible for all direct and indirect costs associated with such action, including attorney's fees, costs, and any judgments entered by a court of appropriate jurisdiction.

XII. TERMINATION BY EITHER PARTY. Both parties agree that this Agreement may be terminated by either party hereto by written notice to the other party of such intent to terminate at least thirty (30) days prior to the effective date of such termination. The County Mayor or Mayor's designee is authorized to terminate this Agreement on the behalf of the County.

XIII. PROHIBITION AND LIMITATIONS ON USE OF FUNDS.

A. Payment is limited to Agreed services. GMSC shall use funds provided under this Agreement solely for the provision of Services described herein.

B. Double payments. GMSC costs or earnings claimed under this Agreement may not also be claimed under another Agreement or grant from the County or any other agency. Any claim for double payment by GMSC shall be considered a material breach under paragraph XI of this Agreement.

C. Use of cost allocation methodology. GMSC attests to the County that no other reimbursement is available or used for services unless expressly authorized in writing by the County. GMSC shall keep accurate and complete records of any fees collected, reimbursement, or compensation of any kind received from any client or other third party, for any Service covered by this Agreement, and shall make all such records available to the County upon request. GMSC shall report such fees, reimbursement, compensation or funding to the County for such payments received which will be deducted from GMSC's invoices.

D. Religious purposes. County funds shall not be used for purposes of religious purposes.

E. Lobbying. GMSC shall not use any funds provided under this Agreement for lobbying federal, state or local legislators. Violations of this section shall be considered a material breach under paragraph XI of this Agreement .

F. Inventory and Capital equipment. To define capital equipment, the County utilizes the definition of "property" as outlined by the Florida Statutes, Chapter 274, as individual items with a value of \$1,000 or greater which have a life expectancy of more than one year. Capital equipment purchased by GMSC using County funds are assets of the County, are intended for the County funded programs, considered to be owned by the County. GMSC shall establish and maintain a property control system, and shall be responsible for maintaining a current inventory on all capital items purchased with County funds on forms provided by the County or on forms mutually agreed upon by the County and GMSC. This will include listing on a property record by description, mode, serial number, and date of acquisition and cost. Such property shall be inventoried annually, and an inventory report shall be submitted to the County once a year (July). Records for capital items shall be retained for three (3) years after its disposition. When GMSC is no longer funded by the County, the equipment will be returned to the County for use by another funded program.

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

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

B. Board of Director Requirements. GMSC shall ensure that the Board of Directors is

apprised of the fiscal and administrative obligations under this Agreement. GMSC Board of Directors will submit a formal resolution authorizing the execution of this Agreement.

C. Proof of Tax Status. GMSC 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 GMSC's fiscal year end.

D. Accounting Records. GMSC shall keep accounting records which conform to generally accepted accounting principles. All such records will be retained by GMSC for not less than five (5) years beyond the term of this Agreement. However, if any audit, claim, litigation, negotiation or other action involving this Agreement or modification hereto has commenced before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it or until the end of the regular retention period, which ever is later.

E. Financial Audit. Within one-hundred and eighty days (180) of the close of the fiscal year, GMSC agrees to submit to the County a certified independent fiscal audit of all its corporate activities and any accompanying management letter(s), for each year during which this Agreement remains in force and until all funds expended from this Agreement have been audited. This audit shall be conducted in accordance with auditing standards generally accepted in the United States of America and standards contained in the Government Auditing Standards issued by the Comptroller General of the United States. The fiscal audit must also be conducted consistent with the United States Office of Management and Budget Circular A-133, Audit of States, Local Government and Non-Profit Organizations and the Florida Single Audit Act, Florida Statutes, Section 215.97, as applicable.

For audits conducted under the Office of Management and Budget Circular A-133, Audit of States, Local Government and Non-Profit Organizations and the Florida Single Audit Act, GMSC must also submit the schedule of expenditures pertaining to awards, summary schedule of prior audit findings, applicable auditor's reports and the corrective action plan when the schedule of findings and questioned costs prepared by the independent auditor discloses audit findings relating to this Agreement. If this is not submitted to the County by the dates specified, funds may be withheld until the requirements are met. In the event that the independent auditor does not disclose audit findings relating to this Agreement, GMSC shall provide written notification to the County that an audit of GMSC was conducted in accordance with applicable laws and regulations and that the findings and questioned costs disclosed no audit findings related to this Agreement; and, that the summary schedule of prior audit findings did not report on the status of any audit findings relating to awards that the County provided.

Audit extensions may be granted in writing by the County upon receipt in writing of such request with appropriate justification from GMSC.

F. Access to Records: Audit. The County reserves the right to require GMSC to submit to an audit or review by an auditor, personnel or Agreement of the County's choosing. GMSC shall provide access to all of its records which relate to this Agreement at its place of business during regular business hours. GMSC 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, including access by the County or its designee to GMSC's independent auditor's working papers for complying with federal, state or local requirements. GMSC agrees to maintain supporting

documentation for all services provided under this Agreement 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 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 $\frac{1}{4}$ 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 (IPSIG) 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 GMCS from the Inspector General or IPSIG retained by the Inspector General, GMCS 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 or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, worksheets, proposals and agreements 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. GMCS shall incorporate the provisions in this section in all subcontractors and all other agreements executed by GMCS 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 they be construed to impose any liability on the County by GMCS or third parties.

H. Independent Private Sector Inspector General Reviews. Pursuant to Miami-Dade County Administrative Order 3-20, GMSC 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, GMSC shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and copying. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall GMSC'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 GMSC, 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 GMSC in connection with this Agreement. The terms of this Section shall not impose any liability on the County by GMSC or any third party.

I. Internal Controls and Documentation. GMSC is expected to institute internal controls and maintain records in accordance with standard best practices. GMSC agrees to maintain the following, as applicable: (1) personnel files of employees, which include hiring records, background screening results, job descriptions, and evaluation procedures; (2) authorized time sheets, records, and attendance sheets to document the staff time billed to provide Services; (3) daily activity logs and monthly calendars of services provision; (4) training modules; (5) pre and post session questionnaires; (6) participant consent and information release forms; (7) agency policies and procedures; and (8) such other information related to Service provision as described in this Agreement or requested by the County.

J. Health Insurance Portability and Accountability Act. Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of Individually Identifiable Health Information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards that include but are not limited to:

1. Use of information only for performing services required by the Agreement or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and sub-contractor agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IIHP/PHI will be held confidential;
5. Making Protected health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer as required by law;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Agreement or/GMSC must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and

disclosures that would be made with protected health information.

XXII. MISCELLANEOUS.

A. Choice of Law, Jurisdiction, and Venue. This Agreement is made in the State of Florida and shall be governed according to the laws of the State of Florida. The County and GMSC hereby waive any objection to the exercise of personal jurisdiction over them in any dispute by the state or federal courts of Miami-Dade County, Florida. Proper venue for this Agreement shall be Miami-Dade County, Florida.

B. In the event the County is owed reimbursement by GMSC for any expenses, GMSC will assign any grants or funds received by GMSC to the County to reimburse the County.

C. Modification. The County and GMSC mutually agree that the County may effect amendments to the Agreement, without the written consent of GMSC, to conform the Agreement to changes in the laws, directives, guidelines and objectives of County, State and Federal governments. Any such amendment shall only become effective upon ten days advance written notice of same provided by the County to GMSC. All other modifications to the Agreement shall require the written consent of both parties hereto. The County Mayor or Mayor's designee is authorized to enter into modifications to this Agreement, as described herein, on behalf of the County.

C. Counterparts. This Agreement is signed in four (4) counterparts, and each counterpart shall constitute an original of this Agreement .

D. Waivers. Failures or waivers to insist on strict performance of any covenant, condition, or provision of this Agreement by the County shall not be deemed a waiver of any rights or remedies, nor shall it relieve GMSC from performing any subsequent obligations strictly in accordance with the terms of this Agreement . No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this Agreement specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

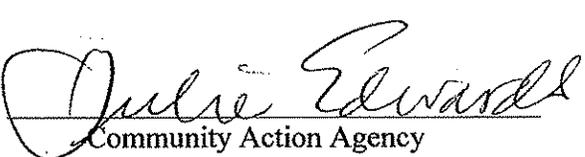
E. Totality of Agreement /Severability of Provisions. No other Agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. Should any part of this Agreement be rendered or declared invalid by a court of competent jurisdiction, such invalidation of such part or portion of this Agreement should not invalidate the remaining portions thereof, and they shall remain in full force and effect.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

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

(SEAL)

By: 
Greater Miami Service Corps

By: 
Community Action Agency

Gene Beck
Type or Print Name

Julie B. Edwards
Type or Print Name

Witnesses:

By: 
Signature

By: _____
Signature

Deborah Dorsett
Type or Print Name

Type or Print Name

ATTEST:

MIAMI-DADE COUNTY, FLORIDA

HARVEY RUVIN, CLERK

By: _____
DEPUTY CLERK

By: _____
CARLOS A. GIMENEZ
MAYOR