OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

Agenda Item No. 14(A)(13)

TO: Honorable Chairman Jean Monestime and Members, Board of County Commissioners

DATE: July 19, 2016

FROM: Abigail Price-Williams County Attorney

SUBJECT: Resolution rescinding the Fiscal Year 2015-16 funding allocation to Sisters and Brothers Forever, Inc., a Community-Based Organization, for certain elder need services; approving a retroactive grant agreement with Greater Miami Caterers for Fiscal Year 2015-16 in the amount of $450,000.00 to provide meals for elderly residents in Miami-Dade County; waiving Resolution No. R-130-06 requiring certain County agreements to be executed and finalized prior to placement on an agenda; and authorizing the County Mayor to execute, amend, extend or terminate the grant agreement

Resolution No. R-736-16

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

Abigail Price-Williams
County Attorney

APW/cp

MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: July 19, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 14(A)(13)

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 ____, 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. 14(A)(13)
7-19-16

RESOLUTION NO. R-736-16

RESOLUTION RESCINDING THE FISCAL YEAR 2015-16 FUNDING ALLOCATION TO SISTERS AND BROTHERS FOREVER, INC., A COMMUNITY-BASED ORGANIZATION, FOR CERTAIN ELDER NEED SERVICES; APPROVING A RETROACTIVE GRANT AGREEMENT WITH GREATER MIAMI CATERERS FOR FISCAL YEAR 2015-16 IN THE AMOUNT OF $450,000.00 TO PROVIDE MEALS FOR ELDERLY RESIDENTS IN MIAMI-DADE COUNTY; WAIVING RESOLUTION NO. R-130-06 REQUIRING CERTAIN COUNTY AGREEMENTS TO BE EXECUTED AND FINALIZED PRIOR TO PLACEMENT ON AN AGENDA; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE, AMEND, EXTEND OR TERMINATE THE GRANT AGREEMENT

WHEREAS, in the Fiscal Year 2015-16 adopted Miami-Dade County budget, the Board of County Commissioners approved the allocation of funding to community-based organizations, including Sisters and Brothers Forever, Inc. ("Sisters and Brothers"); and

WHEREAS, the County allocated grant funds to Sisters and Brothers to provide services to Miami-Dade County elderly residents, including providing meals to our elderly residents; and

WHEREAS, for many reasons, including the composition of the Executive Board of Sisters and Brothers being very elderly members that have passed away over this past year; difficulty identifying replacements to take over governance of the organization; and eviction from the organization's leased space, the County is not able to execute the agreement with Sisters and Brothers until it is structurally and financially sound; and

WHEREAS, Sisters and Brothers has not provided any services, including providing meals, under the anticipated contract this contract year; and

WHEREAS, Greater Miami Caterers, a subcontractor to Sisters and Brothers in previous years, has continued to provide meals for our elderly residents, even in the absence of an executed contract between the County and Sisters and Brothers; and

WHEREAS, Greater Miami Caterers has been able to provide meals to our elderly residents with the help of a $36,000.00 funding allocation from District 6; and

WHEREAS, for the most part, however, Greater Miami Caterers has continued to provide meals for our elderly without compensation; and

WHEREAS, the need to provide such an essential service for the health and well-being of elderly residents still persists; and

WHEREAS, it is in the best interests of the County to waive Miami-Dade County Resolution No. R-130-06 requiring that certain County agreements be executed and finalized prior to placement on the agenda because the approval of this resolution is time sensitive as it ensures that the critical community need of providing meals to elderly residents continues to be met; and

WHEREAS, it is the Board's desire to directly fund a grant to Greater Miami Caterers as stated in this resolution,

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

Section 1. Incorporates the recitals above in this resolution.

Section 2. Approves a retroactive grant agreement with Greater Miami Caterers, in the amount of $450,000.00. This grant agreement funds Greater Miami Caterers' provision of one hot meal a day for five days of the week for an estimated 260 elderly persons for Fiscal Year 2015-16.

Section 3. Waives Miami-Dade County Resolution No. R-130-06 requiring certain County agreements to be executed and finalized, prior to placement on an agenda.

Section 4. Authorizes the County Mayor or County Mayor's designee to execute the grant agreement, in substantially the form attached hereto, and to amend, extend, or terminate the grant agreement.

The Prime Sponsor of the foregoing resolution is Commissioner Rebeca Sosa. It was offered by Commissioner **Dennis C. Moss**, who moved its adoption. The motion was seconded by Commissioner **Esteban L. Bovo, Jr.** and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman **aye**
Esteban L. Bovo, Jr., Vice Chairman **aye**

Bruno A. Barreiro	**aye**	Daniella Levine Cava	**aye**
Jose "Pepe" Diaz	**aye**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**absent**
Dennis C. Moss	**aye**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**aye**	Xavier L. Suarez	**aye**
Juan C. Zapata	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 19th day of July, 2016. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

By: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Cynthia Johnson-Stacks
Eduardo W. Gonzalez

MIAMI-DADE COUNTY/ GREATER MIAMI CATERERS, Inc.

AGREEMENT FOR ELDERLY MEALS PROGRAM

This agreement, made this ___ day of_____, 2016, with commencement date of _____, by and between Miami-Dade County, a political subdivision of the State of Florida (hereinafter referred to as "County") through its Office of Management and Budget (hereinafter "Department"), located at 111 NW 1st Street, Suite 2200, Miami, FL 33128, and The Greater Miami Caterers, Inc., a Florida Profit Corporation, having offices at 4001 NW 31st Street, Miami, FL 33142 (hereinafter referred to as "Provider") states conditions and covenants for the rendering of services referenced in the Scope of Services and attached hereto as Attachment A (hereinafter referred to as "Services" for the County).

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

WHEREAS, the Provider provides or will develop, cause the provision, or development of services of value to the County and has demonstrated an ability to cause the development or provision of these services in a program entitled "Elderly Meals Program" will act as a bridge for the continuum of meals for the elderly that reside in Miami-Dade County; and

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

WHEREAS, the Board of County Commissioners approved resolution number R-_____ allocating funds to the Provider for the proposed services at the _____ 2016 Board of County Commission meeting;

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

I. SCOPE OF SERVICES. The Provider agrees to render services in accordance with the Scope of Services incorporated herein and attached hereto as Attachment A.

The Provider will implement the Scope of Services as described in Attachment A entitled "Elderly Means" program in a manner deemed reasonably satisfactory to the County. No Scope of Services revision or amendment or other amendment to this Agreement shall be effective until approved in the form of a written amendment to this Agreement executed by the County Mayor or Mayor's Designee and Provider.

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

III. EFFECTIVE TERM. Both parties agree that the effective term of this Agreement shall be _____ to_____. The Parties acknowledge that Provider may have already provided the services set forth in the Scope of Services and will be reimbursed for

7

said services so long as they were performed within the Effective Term and are otherwise payable in accordance with this Agreement. The County shall make no payments or disburse funds for services performed or costs incurred outside the Effective Term. Provider agrees that any unspent and uncommitted funds remaining in the program after February 28, 2016 shall be returned to the County. This Agreement may be extended by mutual written agreement of both parties.

IV. AMOUNT PAYABLE. Subject to available funds and as may be appropriated by the Miami-Dade Board of County Commissioners, the amount payable for services rendered under this Agreement shall be not-to-exceed $450,000.00 Payment should be made according to Section XIV- Payment Procedures.

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

VI. PROOF OF LICENSURE/CERTIFICATION AND BACKGROUND SCREENING.

A. Licensure. If the Provider is required by the State of Florida or Miami-Dade County to be licensed or certified to provide the services or operate the facilities outlined in the Scope of Services (Attachment A), the Provider shall furnish a copy of all required current licenses or certificates. Examples of services or operations requiring such licensure or certification include but are not limited to child care, day care, nursing homes, and boarding homes.

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

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

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

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

VII. CIVIL RIGHTS. The Provider agrees to abide by Chapter 11A of the Code of Miami-Dade County ("County Code"), as amended, which prohibits discrimination in employment, housing and public accommodations; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment and public accommodation; the Age Discrimination Act of 1975, 42 U.S.C., as amended, which prohibits discrimination in employment because of age; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, which prohibits discrimination on the basis of disability; the Americans with Disabilities Act, 42 U.S.C. 12103 et seq., which prohibits discrimination in employment and public accommodations because of disability; and, the Violence Against Woman Act, which offers protection against discrimination, amongst other things, gender identity or gender expression.

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

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

X. AUTONOMY. The Parties agree that this Agreement recognizes the autonomy of and stipulates and implies no affiliation between the contracting parties. It is expressly understood and intended that the Provider is only a recipient of funding support and is not an agent, employee, servant or instrumentality of the County.

The Provider is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall

at all times, and in all places, be subject to the Provider's sole direction, supervision and control. The Provider shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Provider's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees, servants or agents of the County.

The Provider does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

There shall be no third party beneficiaries. Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party.

XI. BREACH OF AGREEMENT: COUNTY REMEDIES.

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

B. County Remedies. If the Provider 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 the Provider of such termination and specifying the effective date thereof at least five (5) days before the effective date of termination. In the event of termination, the County may: (a) request the return of all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared and secured by the Provider with County funds under this Agreement; (b) seek reimbursement of County funds allocated to the Provider under this Agreement; (c) terminate or cancel any other contracts enter into between the County and

10

Provider. The Provider shall be responsible for all direct and indirect costs associated with such termination, including attorney's fees;

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

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

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

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

6. Any other remedy available at law or equity.

C. The County Mayor is authorized to terminate this Agreement on behalf of the County

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

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 an intent to

11

terminate at least ninety (90) days prior to the effective date of such termination. The County Mayor is authorized to terminate this Agreement on the behalf of the County.

XIII. PAYMENT PROCEDURES. The County agrees to pay the Provider for services rendered under this Agreement based on the amount payment schedule, budget or both which are incorporated herein and attached hereto as Attachment B.

B. Requests for Payment. The County agrees to pay or reimburse all budgeted costs incurred by the Contractor, which are allowable under County guidelines in accordance with the Agreement. When funds are not advanced, in order to receive payment for all costs, the Contractor shall submit an approved payment request form on a weekly/monthly basis to the Department as prescribed by the Department. Weekly/Monthly reimbursement requests and accompanying documentation must be received by the Department no later than the 25th of the month following the month (if applicable) for which reimbursement is requested. Payment shall be made by the County Finance Department upon presentation of weekly/monthly operating payment requests, approved by the Director/Designee of the Contractor's Agency and the Department.

C. Final Request for Payment. A final request for payment from the Contractor will be accepted by the Department up to forty-five (45) days after the expiration of this Agreement. If the Contractor fails to comply, all rights to payment shall be forfeited.

D. Final Report/Recapture of Funds. The Contractor shall submit a final report to the Department, no more than forty-five (45) days after the expiration or termination of this Agreement. The final report shall confirm how the goals as outlined in the Scope of Service were achieved including explanations for all significant deviations from expected outcomes/performance measures and shall demonstrate how the funds have been used in accordance with the Budget by reporting actual expenditures with a comparison to the Budget as prescribed in Attachment B. The Department reserves the right to request interim reports identifying achievement of goals and expenditures relating to this Agreement. If after receipt of such final report, the Department determines that the Contractor has been paid funds not in accordance with the Agreement, and to which it is not entitled, the Contractor shall return such funds to the County or submit appropriate documentation. The County shall have the sole discretion in determining if the Contractor is entitled to such funds and the County's decision on this matter shall be binding. Additionally, any unexpended or unallocated funds shall be recaptured by the County.

XIV. PROHIBITED USE OF FUNDS.

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

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

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

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

A. Certificate of Corporate Status. The Provider must submit to the Department prior to execution of this Agreement, a certificate of status in the name of the Provider, which certifies the following: that the Provider is organized under the laws of the State of Florida; that all fees and penalties have been paid; that the Provider's most recent annual report has been filed; that its status is active; and that the Provider has not filed an Article of Dissolution.

B. Board of Director Requirements. The Provider shall ensure that the Board of Directors is apprised of the fiscal, administrative and agreement obligations of the project funded through the Department by passage of a formal resolution authorizing execution of the agreement with the County. A copy of the resolution must be forwarded with the Agreement to the County prior to execution.

C. Proof of Tax Status. The Provider is required to submit to the County the following documentation: (a) The I.R.S. tax exempt status determination letter or IRS 501(c)(6) status determination letter; (b) the most recent I.R.S. form 990; (c) the annual submission of I.R.S. form 990 within (6) months after the Provider's fiscal year end; (d) IRS 941 – Quarterly Federal Tax Return Reports within thirty-five (35) days after the quarter ends and if the 941 reflects a tax liability, proof of payment must be submitted within sixty (60) days after the quarter ends.

D. Accounting Records. The Provider shall keep accounting records which conform with generally accepted accounting principles. All such records will be retained by the Provider for not less than three (3) years beyond the term of this Agreement.

E. Financial Audit. The County may require the Provider to have an annual certified public accountants opinion and related financial statements, the Provider agrees to provide these documents to the Department no later than one hundred eighty (180) calendar days following the end of the Provider's fiscal year, for each year during which this Agreement remains in force or until all funds earned from this Agreement have been so audited, whichever is later. The costs of any audit required pursuant to this paragraph shall be borne by the Provider.

F. Access to Records: Audit. The County reserves the right to require the Provider to submit to an audit by an auditor of the County's choosing. The Provider shall provide access to all of its records which relate to this Agreement at its place of business during regular business hours. The Provider agrees to provide such assistance as may be necessary to facilitate their review or audit by the County to ensure compliance with applicable accounting and financial standards. The costs of any audit required pursuant to this paragraph shall be borne by the Provider.

G. Office of Miami-Dade County Inspector General. The Provider understands that it may be subject to an audit, random or otherwise, by the Office of Miami-Dade County Inspector General or an Independent Private Sector Inspector General retained by the Office of the Inspector General.

Pursuant to Section 2-1076 Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit of any Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total proposed amount. The audit cost will be deducted by the County from progress payments to the selected Developer. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Upon ten (10) days prior written notice to the Provider from the Inspector General or IPSIG retained by the Inspector General, the Provider shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Provider's possession, custody or control which, in the Inspector General 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, subcontracts and suppliers. The Provider shall incorporate the provisions in this section in all subcontractors and all other agreements executed by the Provider in connection with the performance of the Contract.

Nothing in this Contract shall impair any independent right of the County to conduct audit or investigate activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the Provider or third parties.

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

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

I. Progress Reports. The Provider shall furnish the Department with written monthly progress reports on the achievement of its goals as outlined in its Scope of Services. The reports shall explain the Provider's progress for that month. The data should be quantified when appropriate. Said reports are due by the 25th day of the month following the end of each month. The final progress report shall be due forty-five (45) days after the expiration or termination of this Agreement.

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

The Provider agrees to permit County personnel to monitor, review and evaluate the program which is the subject of this Agreement. The Department shall monitor both fiscal and programmatic compliance with all the terms and conditions of the Agreement. The Provider shall permit the Department to conduct site visits, client assessment surveys, and other techniques deemed reasonably necessary to fulfill the monitoring function. A report of the Department's findings will be delivered to the Provider and the Provider will rectify all deficiencies cited within the period of time specified in the report. If such deficiencies are not corrected with the specified time, the County may suspend payments or terminate this Agreement. The Department shall conduct one or more formal management evaluation and performance reviews of the Provider. This Agreement will not be considered for appropriation of future funding unless the Department concludes that the Provider has satisfactorily performed the provisions of this Agreement.

XVI. SUBCONTRACTORS and ASSIGNMENTS.

A. Subcontracts. The parties agree that no assignment will be made in connection with this Agreement without the prior written approval of the County Mayor or Mayor's Designee, whose consent will not be unreasonably withheld or denied. .

B. If the Provider utilizes subcontractors in the performance of this Agreement, the Provider shall file quarterly reports indicating: the amount of money received from the County under this Agreement and the amount thereof that has been paid directly to Black, Hispanic and women-owned businesses performing as subcontractors under the Agreement; and the amount of money received from non-County sources and the amount thereof that has been paid directly to Black, Hispanic and Women-owned businesses performing as subcontractors.

C. If this Agreement involves the expenditure of $100,000 or more by the County and the Provider intends to use subcontractors to provide the services listed in the Scope of Services (Attachment A) or suppliers to supply the materials, the Provider shall provide the names of the subcontractors or suppliers without prior written approval of the County

D. The Provider shall issue prompt payments to subcontractors that are small businesses (annual gross sales of $750,000 with its principal place of business in Miami-Dade County) and shall have a dispute resolution procedure in place to address disputed payments. Failure to issue prompt payments to small business subcontractors or adhere to dispute resolution procedures may be grounds for suspension or termination of this Agreement or disbarment.

XVII. MISCELLANEOUS.

A. Publicity. It is understood and agreed between the parties hereto that this Provider is funded by Miami-Dade County. Further, by the acceptance of these funds, the Provider agrees that events funded by this Agreement shall recognize the County as a funding source. The Provider shall ensure that all publicity, public relations, advertisements and signs recognize the County for the support of all contracted activities, where possible. This is to include, but is not limited to, all posted signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions, and stationeries. The use of the official County logo is permissible. The Provider shall ensure that all media representatives, when inquiring about the activities funded by this contract, are informed that the County is its funding source.

B. Agreement Guidelines. This Agreement is made in the State of Florida and shall be governed according to the laws of the State of Florida. Proper venue for any lawsuit relating to or resulting from this Agreement shall be Miami-Dade County, Florida.

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

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

Only the County Mayor or the County Mayor's designee is authorized to make alterations, variations, modifications, extensions or waivers of provisions of this Agreement on behalf of the County. However, the Board of County Commissioners must approve any increase in the total amount payable under this Agreement.

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

D. Applicable laws or ordinances. The Provider agrees to abide by any applicable laws, rules, or County ordinances applicable to this Agreement, whether or not such laws, rules, or County ordinances are expressly mentioned in this Agreement.

E. Headings, Use of Singular and Gender. Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Agreement. Wherever used herein, the singular shall include the plural and

plural shall include the singular, and pronouns shall be read as masculine, feminine, or neutral as the context requires.

F. Totality of Agreement / Severability of Provisions. This eleven (12) page Agreement with its recitals on the first page of the agreement and with its attachments as referenced below contain all the terms and conditions agreed upon by the parties:

Attachment A: Scope of Services

Attachment B: Budget

Attachment C: Miami-Dade County Affidavits

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. If any provision of this Agreement is held invalid or void, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

XVIII. Waiver of Jury Trial

Neither the Provider, subcontractor, nor any other person, corporation, or entity liable for the responsibilities, obligations, services and representations herein, nor any assignee, successor, heir or personal representative of the Provider, subcontractor or any such other person or entity shall seek a jury trial in any lawsuit, proceeding, counterclaim or any other litigation procedure based upon or arising out of this Contract, or the dealings or the relationship between or among such persons or entities, or any of them. Neither Provider, subcontractor, or any such person or entity will seek to consolidate any such action in which a jury trial has been waived. The provisions of this paragraph have been fully discussed by the parties hereto, and the provisions hereof shall be subject to no exceptions. No party has in any way agreed with or represented to any other party that the provisions of this paragraph will not be fully enforced in all instances.

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

(SEAL)

ATTEST: GREATER MIAMI CATERERS, INC.

By:_____
(Signature of Authorized Representative)

_____
(Type or Print Name)

Witness:

By:_____
(Signature)

_____
Type or Print Name

ATTEST:

MIAMI-DADE COUNTY, FLORIDA
HARVEY RUVIN, CLERK

By: _____
DEPUTY CLERK

By:_____
Mayor or Mayor Designee