MEMORANDUM

Agenda Item No. 9(A)(2)

TO: Honorable Chairman Jose "Pepe" Diaz

and Members, Board of County Commissioners

DATE: June 1, 2022

FROM: Geri Bonzon-Keenan

County Attorney

SUBJECT: Resolution approving the terms

of and authorizing the County Mayor to execute an agreement between Citizens for a Better South Florida, Inc., and Miami-Dade County, in an amount not to exceed \$50,000.00 inclusive of a \$5,000.00 administrative fee, for the administration of the Safe in the 305 Grant Program, as allocated and approved by the Board as part of the Peace and Prosperity Plan pursuant to Resolution No. R-577-21; and authorizing the County Mayor to exercise all provisions contained in such agreement, including amendment and termination provisions

The accompanying resolution was prepared by the Community Action and Human Services Department and placed on the agenda at the request of Prime Sponsor Commissioner Keon Hardemon.

Geri Bonzon-Keenan County Attorney

County Attorne

GBK/smm



June 1, 2022 Date:

To: Honorable Chairman Jose "Pepe" Diaz

and Members, Board of County Commissioners

Daniella Levine Cava Mayor Cava Cava From:

Mayor

Agreement between Citizens for A Better South Florida. Inc., and Miami-Dade County for **Subject:**

the Administration of the Safe In the 305 Grant Program

Executive Summary

The item recommends the approval of an agreement between Citizens for a Better South Florida, Inc. ("Citizens SFL") and Miami-Dade County ("County") for the administration of the Safe in the 305 Grant Program ("Safe in the 305"), which was approved by the Board as part of the Peace and Prosperity Plan. The amount will not exceed \$50,000.00 and is inclusive of a \$5,000.00 administrative fee.

Recommendation

It is recommended that the Board of County Commissioners ("Board") approve the terms of and authorize the County Mayor's or County Mayor's designee to execute an Agreement ("agreement") between Citizens for a Better South Florida, Inc., ("Citizens SFL") and Miami-Dade County ("County"), in an amount not to exceed \$50,000.00, inclusive of a \$5,000.00 administrative fee, for the administration of the Safe in the 305 Grant Program ("Safe in the 305"), as previously allocated and approved by the Board as part of the Peace and Prosperity Plan pursuant to Resolution No. R-577-21. It is further recommended that the Board authorize the County Mayor or County Mayor's designee to exercise all provisions contained in the agreement, including amendments so long as such amendments are consistent with this resolution, and termination provisions.

This item will have countywide impact.

Fiscal Impact/Funding Source

The FY 2021-22 Adopted Budget includes funding in the amount of \$50,000.00 for the Safe in the 305 Grant Program funded by the Anti-Gun Violence and Prosperity Initiatives Trust Fund, which was created by the Board on June 8, 2022, when it approved the Peace and Prosperity Plan (the "Plan").

Delegation of Authority

Upon approval of the resolution, the County Mayor or County Mayor's designee will be authorized to execute the agreement and exercise all provisions contained in the agreement, including amendments so long as such amendments are consistent with this resolution, and termination provisions.

Track Record/Monitor

The agreement will be monitored by Annika S. Holder, Director of the Office of Neighborhood Safety, within in the Community Action and Human Services Department, to ensure program and fiscal compliance with agreement's terms.

Honorable Chairman Jose "Pepe" Diaz and Members, Board of County Commissioners Page 2

Background

Gun violence is a long-standing national public health crisis made worse by the coronavirus disease 2019 pandemic. Much like many other jurisdictions across the country grappling with this epidemic, Miami-Dade County has experienced an increase in gun-related violence and homicides. In response to the uptick in gun violence, Miami-Dade County designed, and the Board adopted the plan pursuant to Resolution No. R-577-21. The Plan is a comprehensive, evidence-based, and best-practice driven strategy to address the underlying causes of gun violence and poverty in Miami-Dade County and commits nearly \$90 million over a period of 19 years. The Plan addresses the gun violence epidemic through a strategic prevention, intervention, and reentry approach with a focus on the neighborhoods most affected, while tackling the social and economic disparities at the root of gun violence.

Safe in the 305 is an initiative within the plan that is designed to incentivize and encourage community resident leaders and organizations to promote peace and prosperity across communities, by funding community-driven actions that make their own neighborhoods safer. Awards will range from \$500.00 to \$1,500.00. The goals of Safe in the 305 are to activate community participation in creating safer neighborhoods, amplify the voices of residents and community leaders against violence, build capacity in communities, and bridge gaps with neighborhood stakeholders and government to address quality of life issues.

This inaugural round of grant funding will focus on efforts that revitalize and/or beautify neighborhoods. Proposed projects must align with at least one of the five Miami-Dade County Peace and Prosperity impact areas. The impact areas are:

- Prevention: Services and programs that enhance the overall well-being of people by preventing major challenges, breaking cycles, and supporting positive outcomes including, but not limited to, education, health services, housing and more;
- Intervention: Alternative programs that may include education, training, redirection, and treatment;
- Reentry: Programs and services to support the reintegration of returning citizens into the community, including, but not limited to, workforce development, housing, restorative justice, mental/emotional wellness, family reunification and basic needs;
- Economic Investment: Investments in housing, commercial and business development; and
- Community Revitalization: Addressing neighborhood blight though remediation and beautification.

Citizens SFL will serve as the fiscal agent for Safe in the 305 and will collaborate with the County to execute programmatic requirements of the grant program. The agreement will provide for the planning, implementation, execution, and monitoring of Safe in the 305.

About Citizens SFL

Citizens SFL is dedicated to providing environmental education, particularly to the underserved community, which inspires active stewardship and the preservation of the South Florida environment. Citizens SFL was established in 1988 and incorporated as a non-profit in 1989. Citizens SFL also believes that intervention in the form of grassroots, community-based education is greatly needed to maintain South

Honorable Chairman Jose "Pepe" Diaz and Members, Board of County Commissioners Page 3

Florida's native ecosystems and the quality of life for South Florida citizens. The organization understands the beneficial role of native flora in urban landscaping and believes that if people have the chance to learn about these benefits, they can help the environment by planting native flora around their homes. Citizens SFL also believes that if people are given the opportunity to learn about important environmental topics, particularly in their native language, they can be called to action within their local communities.

Morris Copeland

Chief Community Services Officer



Honorable Chairman Jose "Pepe" Diaz

TO:

MEMORANDUM

(Revised)

June 1, 2022

DATE:

	and Members, Board of County Commiss	sioners
FROM:	Bonzon-Keenan County Attorney	SUBJECT: Agenda Item No. 9(A)(2)
Pl	ease note any items checked.	
	"3-Day Rule" for committees app	licable if raised
	6 weeks required between first rea	ading and public hearing
	4 weeks notification to municipal hearing	officials required prior to public
	Decreases revenues or increases e	xpenditures without balancing budget
	Budget required	
	Statement of fiscal impact require	ed
	Statement of social equity require	d
	Ordinance creating a new board report for public hearing	requires detailed County Mayor's
	No committee review	
	present, 2/3 membership	
	Current information regarding fu balance, and available capacity (i	inding source, index code and available f debt is contemplated) required

Approved	Mayor	Agenda Item No. 9(A)(2)
Veto		6-1-22
Override		

RESOLUTION NO.	

RESOLUTION APPROVING THE **TERMS** OF AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AN AGREEMENT BETWEEN CITIZENS FOR A BETTER SOUTH FLORIDA, INC., AND MIAMI-DADE COUNTY, IN AN AMOUNT NOT TO EXCEED \$50,000.00 INCLUSIVE OF A \$5,000.00 **ADMINISTRATIVE** FEE. FOR ADMINISTRATION OF THE SAFE IN THE 305 GRANT PROGRAM, AS ALLOCATED AND APPROVED BY THE BOARD AS PART OF THE PEACE AND PROSPERITY PLAN **PURSUANT** OT RESOLUTION NO. R-577-21; AND AUTHORIZING **COUNTY MAYOR** THE OR COUNTY MAYOR'S **DESIGNEE** TO **EXERCISE SUCH** PROVISIONS CONTAINED IN AGREEMENT, **INCLUDING AMENDMENT** AND **TERMINATION PROVISIONS**

WHEREAS, this Board desires to accomplish the purpose 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 approves the terms of and authorizes the County Mayor or County Mayor's designee to execute an agreement, in substantially the form attached hereto as Exhibit A, between Citizens for a Better South Florida, Inc., and Miami-Dade County, in an amount not to exceed \$50,000.00, inclusive of a \$5,000.00 administrative fee, for the administration of the Safe in the 305 Grant Program, as previously allocated and approved as part of the Peace and Prosperity Plan pursuant to Resolution No. R-577-21. This Board further authorizes the County Mayor or County Mayor's designee to exercise all provisions contained in the agreement, including amendments so long as such amendments are consistent with this resolution, and termination provisions.

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

Jose "Pepe" Diaz, Chairman Oliver G. Gilbert, III, Vice-Chairman

Sen. René García Keon Hardemon

Sally A. Heyman Danielle Cohen Higgins

Eileen Higgins Joe A. Martinez Kionne L. McGhee Jean Monestime Raquel A. Regalado Rebeca Sosa

Sen. Javier D. Souto

The Chairperson thereupon declared this resolution duly passed and adopted this 1st day of June, 2022. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

By:______
Deputy Clerk

Approved by County Attorney as to form and legal sufficiency.

SQ

Shanika A. Graves

AGREEMENT BETWEEN CITIZENS FOR A BETTER SOUTH FLORIDA AND MIAMI-DADE COUNTY

This Agreement (the "Agreement") is between MIAMI-DADE COUNTY (the "County"), a political subdivision of the State of Florida, by and through its Community Action and Human Services Department, located at 701 NW 1st Court, 10th Floor, Miami, Florida 33172 ("CAHSD"), and THE CITIZENS FOR A BETTER SOUTH FLORIDA, 138 NW 16 Avenue, Miami, Florida 33125 ("Citizens SFL"), collectively referred to herein as the "Parties."

1. Purpose.

- a. The Parties agree to comply with this Agreement for the Safe in the 305 Grant Program ("Safe in the 305") a component of the Miami-Dade County Peace & Prosperity Plan.
- b. The Parties acknowledge and agree that each of their specific roles, and respective rights and obligations, in connection with Safe in the 305 will commence following the Miami-Dade Board of County Commissioners' (the "Board") approval and the County Mayor's or County Mayor's designee's execution of this Agreement.

2. Objectives. The Parties shall:

- a. Work collaboratively to achieve the objectives identified in the Safe in the 305 Scope of Services, attached hereto and incorporated herein as Attachment A.
- b. Share information and data about Safe in the 305 applicants and applications that are relevant, as determined by the County, to award grant funding.

3. Amount Payable, Allowable Expenses, Payment for Services and Payment Recapture

Safe in the 305 is funded in the amount of \$50,000.00 pursuant to the Peace & Prosperity Plan, which was approved by the Board in Resolution No. R-577-21. Citizens SFL will be responsible for administering the \$45,000.00 grant and will receive an administrative fee in the amount of \$5,000.00) ("Administrative Fee").

Within 30 business days of the Board's approval and the County Mayor's or County Mayor's designee's execution of this Agreement, the County will transmit a payment of \$48,750.00 to Citizens SFL. The initial payment includes \$45,000.00 for grant awards to be disbursed to Safe in the 305 grantees, and 75 percent of the Administrative Fee. Upon review and acceptance of a final closing report and submission of all financial documents relevant to Safe in the 305, the County shall transmit the balance of the Administrative Fee, \$1,250.00, to Citizens SFL within 30 business days.

The County may, in the County's sole discretion, recapture a proportionate amount of funding if expected disbursement levels are not met by Citizens SFL. Fiscal and programmatic progress will be monitored monthly by reviewing monthly payments to ensure funds are being fully utilized and disbursed prior to program closure or the expiration of the term as provided in Section 6 below. Notification of any reallocation of funding will be given in writing to Citizens SFL 14 days prior to recapturing the funds.

4. Accounting Requirements

Citizens SFL must maintain an accounting system that provides a complete record of the use of Safe in the 305 grant funds as follows: (a) the accounting system must be able to specifically identify and provide audit records that trace the receipt, maintenance and expenditures of the Safe in the 305 grant funds; (b) accounting records must have effective control over and accountability for all Safe in the 305 grant funds; and (c) accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as canceled checks, invoices, invoices and receipts).

5. Public Records.

For purposes of this section, the term "public records" shall mean all documents, papers, letters, electronic communications, maps, books, tapes, photographs, films and video recordings, sound recordings, data processing software, or other material, regardless of the physical form, characteristics or means of transmission, made or received, pursuant to law or ordinance or in connection with the transaction of official County business including this Agreement and the services provided thereunder.

Pursuant to section 119.0701, Florida Statutes, if the Citizens SFL meets the definition of "Contractor" as defined in section 119.0701(1)(a), the Citizens SFL shall:

- a. Keep and maintain public records required by the County to perform the services;
- b. Upon request from the County custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the contractor does not transfer the records to the County; and
- d. Upon termination of this Agreement, Citizens SFL shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. Meet all requirements for retaining public records and transfer to the County, at no

cost to the County, all public records created, received, maintained and or directly related to the performance of this Contract that are in possession of the Contractor upon termination of this Contract. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

IF CITIZEN SFL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Miami-Dade County Community Action and Human Services Department Salvador Najarro 701 NW 1st Court 10th Floor Miami, Florida 33136

6. Independent Private Sector Inspector/Inspector General

a. Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, 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 Citizens SFL s shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Citizens SFL s's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Citizens SFL s, its officers, agents, employees, Subcontractors 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 Citizens SFL s in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Citizens SFL or any third party.

b. Miami-Dade County Inspector General Review

According to Section 2-1076 of the 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 for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to

the Citizens SFL. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (I) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000.00; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Citizens SFL 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 conformance 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, specifications, proposal submittals, activities of the Citizens SFL, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Citizens SFL from the Inspector General or IPSIG retained by the Inspector General, the Citizens SFL 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 Citizens SFL's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which 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.

7. Miscellaneous.

- a. **Term.** This Agreement shall become effective on the date of execution of the last party hereto, and unless terminated or cancelled on an earlier date, will expire on December 31. 2022.
- b. **Termination.** This Agreement may be terminated by either party with or without cause upon providing 30 days' written notice to the other party. The County Mayor or the County Mayor's designee are authorized to terminate this Agreement on behalf of Miami-Dade County. Britany Ziems, Executive Director, or his/her designee are authorized to terminate this Agreement on behalf of Citizens SFL.
- c. Compliance with Law. The Parties shall comply with all applicable federal and state, local laws, and regulations and nothing in this Agreement shall be construed to require either party to violate such provisions of law or subject party to liability for adhering to such provisions of law.
- d. Governing Law and Venue. This Agreement shall be governed by the laws of the state of Florida and venue for any legal action shall be in Miami-Dade County to the exclusion of all other venues.
- e. **Independent Contractor**. Citizens SFL shall be deemed to be and shall be an independent contractor. As such, Citizens SFL shall not be entitled to any benefits applicable to employees of Miami-Dade County. Neither party is authorized nor empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty, or representation as to any matter. Neither party shall be bound by the acts or conduct of the other party.
- f. **Assignability.** Neither party shall assign any of the obligations or benefits of this Agreement.
- g. **Notices.** All notices required or permitted under this Agreement shall be in writing and delivered by confirmed e-mail or certified mail, and in each instance shall be deemed given upon receipt. All communications shall be sent to:

Citizens SFL

Britany Ziems Executive Director 138 NW 16th Avenue Miami, Florida 33125

Miami-Dade County

Attention: Danielle Levine Cava, Mayor 111 N.W. 1st Street, Suite 2910 Miami, Florida 33128

And a copy to:

Sonia Grice, Director Community Action and Human Services Department 701 1st Court, 10th Floor, Miami, Florida 33136

- h. Indemnification. Citizens SFL 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 Citizens SFL or its employees, agents, servants, partners principals or subcontractors. Citizens SFL 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. Citizens SFL expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Citizens SFL 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.
- i. **Amendments.** All amendments to this Agreement, including its attachments must be in writing and executed by both Parties.
- i. **Third Party Beneficiaries.** There shall be no intended or unintended third-party beneficiaries to this Agreement.
- j. Totality of Agreement/Severability of Provisions. This Agreement along with Attachment A, Scope of Services, contains all the terms and conditions agreed upon by the Parties. No other Agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either party hereto. If any provision of the 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.

IN WITNESS WHEREOF, the Parties have signed this Agreement, or caused it to be signed by their duly authorized representatives, as of the date written below:

5-5-2022
Date
Date
Date
ces Department
ency

Safe in the 305

Scope of Service

BACKGROUND INFORMATION

Gun violence is a long-standing national public health crisis made worse by the coronavirus disease 2019 pandemic. Much like many other jurisdictions across the country grappling with this epidemic, Miami-Dade County (also referred to as the "County") has experienced an increase in gun-related violence and homicides over the last several years.

Additionally, public safety was the top priority for the more than 26,000 residents who responded to the Thrive 305 survey, the largest public engagement initiative in Miami-Dade County government's history. In response to residents' concerns and a simultaneous uptick in gun violence, Miami-Dade County designed and adopted the Peace and Prosperity Plan ("Plan") with unanimous support from the Miami-Dade Board of County Commissioners ("Board"). The Plan commits nearly \$90 million, over a period of 19 years, in proceeds from a naming rights deal for the County-owned sports and entertainment arena and home to the Miami-Heat, to strengthen the County's community violence prevention and intervention infrastructure.

The Plan is a comprehensive, evidence-based, and best-practice driven strategy to address the underlying causes of gun violence and poverty in the County. It addresses the gun violence epidemic through a strategic prevention, intervention, and reentry approach with a focus on the neighborhoods most affected, while tackling the social and economic disparities at the root of gun violence.

The Safe in the 305 Grant Program ("Safe in the 305") is an initiative within the Plan. It is designed to incentivize and encourage community resident leaders, and organizations to promote peace and prosperity across communities, by funding community-driven actions that make their own neighborhoods safer. The goals of Safe in the 305 are to activate community participation in creating safer neighborhoods, amplify the voices of residents and community leaders against violence, build capacity in communities, and bridge gaps with neighborhood stakeholders and government to address quality of life issues.

Safe in the 305 will accept applications to:

- Organize efforts to revitalize or beautify neighborhoods; and
- Support community interconnection and engagement through neighborhood projects that address blight.

Examples of projects include, but are not limited to, create and/or expand community gardens, tree planting, neighborhood clean-up and graffiti removal.

WORK ORDER OVERVIEW

Citizens for a Better South Florida ("Citizens SFL") will serve as the fiscal agent for Safe in the 305 and will collaborate with the County to execute programmatic requirements of the grant program. The Community Action and Human Services Department's ("CAHSD") Office of Neighborhood Safety will serve as the County's Project Manager. The County and Citizens SFL will work collaboratively to achieve the objectives identified herein, which include, but are not limited to, sharing information and data about Safe in the 305 applicants, applications, and grantees that are relevant to the program and awarding funding.

1. Responsibilities:

a. Miami-Dade County and CAHSD shall:

- 1. Assign a Safe in the 305 liaison(s) to work closely with Citizens SFL for the duration of the project.
- 2. Meet with Citizens SFL staff at least, twice per month, during the grant cycle. Meetings can be held virtually, telephonically or in person.
- 3. Develop Safe in the 305, including the application, eligibility criteria, webpage, scoring matrix, grant agreement, notification messages to applicants and grantees, and grantee close out report form.
- 4. Launch Safe in the 305 on its website and social media platforms, via press release, and through its community partners, and coordinate with Citizens SFL to promote Safe in the 305 on its website and other social media platforms.
- 5. Provide application/proposal assistance, during the application phase, in CAHSD Community Resource Centers ("CRCs") and via Zoom.
- 6. Accept Safe in the 305 applications electronically and physically at the CRCs.
- 7. Assemble the Safe in the 305 Review and Selection Committee.
- 8. Schedule proposal review and selection meetings.
- 9. Maintain all documents related to the scoring of Safe in the 305 applications, including, but not limited to applications, scoring matrices, and award/denial letters
- 10. Provide a list of all grantees, based on score ranking, to Citizens SFL.
- 11. Collaborate with Citizens SFL to host a Safe in the 305 Orientation for grantees.
- 12. Provide technical assistance to grantees regarding project implementation and execution.
- 13. Attend events and conduct site visits for projects funded via Safe in the 305.

b. Citizens SFL shall:

- 1. Serve as the fiscal agent for the Safe in the 305 and manage the disbursement of \$45,000.00 in grant funds.
- 2. Assign a liaison to work closely with the County for the duration of Safe in the 305.
- 3. Meet with the CAHSD staff, twice per month, during the grant cycle. Meetings can be held virtually, telephonically, or in person.
- 4. Collaborate with the County to provide a link about Safe in the 305 on its website and social media platforms.
- 5. Develop policies, procedures, systems, and timelines for the disbursement of funds to Safe in the 305 grantees.
- 6. Collaborate with the County to participate in the Safe in the 305 Orientation for grantees.
- 7. Make grant payment to Safe in the 305 grantees within 14 days of receiving the list of Safe in the 305 grantees from the County.
- 8. Maintain all records related to grant awards and payments, including, but not limited to emails, copies of cancelled checks, receipts, invoices, closing report forms, and any other supporting documents of funds to grantees.
- 9. Provide monthly summary reports electronically to the County by the 8th of each month that outline the program's progress during the previous month(s). Each monthly report will include, but will not be limited to, funds disbursed, ending documents, technical assistance provided to grantees, highlights, and challenges, if applicable. Provide a comprehensive final report and all pertinent documents, including, but not limited to, the close out report forms for all grantees no later than 45 days after the expiration or termination of this agreement.
- 10. Provide technical assistance to grantees to complete their close out report form.

- 11. Collaborate with the County on all media events and inquiries related to Safe in the 305.
- 12. Maintain an accounting system that appropriately segregates funding received from various sources and provide financial reports that clearly identify the expenditures incurred under this program in accordance with generally accepted accounting principles.
- 13. Submit monthly disbursement reports supported by a detailed general ledger for all executed Safe in the 305 grant agreements, as provided by the County, until all grant funding has been disbursed. The final expenditure report is to be accompanied by a disbursement report, which includes the check number, the check date, payee name, and the amount paid. The final expenditure report shall be reconciled with the total award amount of \$50,000.00.
- 14. Upon the County's request, Citizens SFL shall meet with the County to review certain grantee files which include grant applications, grant agreements, receipts, and invoices to address questions, and/or concerns regarding allowable programmatic expenditures.

2. Amount payable, Allowable Expenses, Payment for Services and Payment Recapture

Safe in the 305 is funded in the amount of \$50,000.00 pursuant to the Peace & Prosperity Plan, which was approved by the Board in accordance with Resolution No. R-577-21. Citizens SFL shall be responsible for administering the \$45,000.00 grant and will receive an administrative fee in the amount of \$5,000.00 ("Administrative Fee").

Within 30 business days of the Board's approval and the County Mayor's or County Mayor's designee's execution of the Agreement for Safe in the 305, the County will transmit a payment of \$48,750.00 to Citizens SFL. The initial payment includes \$45,000.00 for grant awards to be disbursed to Safe in the 305 grantees, and 75 percent of the Administrative Fee. The County shall transmit the balance of the Administrative Fee in the amount of \$1,250.00 to Citizens SFL within 30 business days of reviewing and accepting the final closing report and Citizens SFL's submission of all financial documents relevant to Safe in the 305.

The County may, in the County's sole discretion, recapture a proportionate amount of funding if expected disbursement levels are not met by Citizens SFL. Fiscal and programmatic progress will be monitored monthly by reviewing monthly payments to ensure funds are being fully utilized and disbursed prior to program closure. Notification of any reallocation of funding will be given in writing to Citizens SFL 14 days prior to recapturing the funds.

3. Project Completion

The Safe in the 305 will be considered complete upon performance of all services and acceptance by the County of the final report and supporting documents.