

Memorandum



Date: March 7, 2023

To: Honorable Chairman Oliver G. Gilbert, III and
Members, Board of County Commissioners

Agenda Item No. 9(A)(3)

From: Daniella Levine Cava
Mayor *Daniella Levine Cava*

Subject: Resolution Authorizing Execution of Grant Agreement for \$2,900,000.00 to
Legal Services of Greater Miami, Inc. for Eviction Diversion Pilot Program

Executive Summary

The purpose of this item is to approve a grant agreement (Agreement) of up to \$2,900,000.00 from funds in the adopted FY 2022-23 budget to Legal Services of Greater Miami, Inc. (LSGMI), a Florida not-for-profit corporation, legal aid provider that has served low-income residents in Miami-Dade County for over 50 years.

With this funding from the County, LSGMI, will lead an Eviction Diversion Pilot program (Program) which will provide (1) direct outreach to residents facing evictions and (2) legal assistance to keep residents facing eviction in their homes. LSGMI will also use the grant to provide funding to a cohort of not-for-profit organizations to assist in the Program. Those organizations, which will serve as sub-grantees, are: Cuban American Bar Association (CABA) Pro Bono Legal Services; Community Justice Project (CJP); Miami Workers Center (MWC); Haitian Lawyers Association (HLA); and The Wilkie D. Ferguson, Jr. Bar Association (WDFBA). These organizations will provide such services as legal assistance to residents facing eviction, door-to-door outreach to residents facing eviction, recruitment and training of volunteer attorneys to handle eviction defense cases, tenant education workshops, and program evaluation. Additional details of the Program are set forth in the Mayor's Updated Information for Community Needs Assessment Regarding Legal Assistance for Evictions – Directive No. 221754.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution which approves a grant agreement of up to \$2,900,000.00 to LSGMI, for an Eviction Diversion Pilot program, with sub-grant awards to CABA Pro Bono Services in the amount of \$321,153.00, MWC in the amount of \$384,184.00, CJP in the amount of \$94,380.00, HLA in the amount of \$125,000.00, and WDFBA in the amount of \$125,000.00.

Scope

The scope of the work done by LSGMI and sub-grantees will be countywide.

Delegation of Authority

If adopted, this resolution delegates authority to the County Mayor or the County Mayor's designee to execute the Agreement between LSGMI and exercise all provisions contained therein.

Fiscal Impact/Funding Source

The fiscal impact of this item is \$2,900,000.00 of federal American Rescue Plan Act funds which was approved by the Board for this purpose in the FY 2022-23 adopted budget.

Track Record/Monitor

Delores Holley, Director of the Office of Housing Advocacy, or other designee of the County Mayor will be responsible for monitoring the attached Agreement.

Background

The Eviction Diversion Pilot program (Program) is being proposed in response to Resolution No. R-711-22, sponsored by Commissioner Eileen Higgins, adopted by the Board of County Commissioners on July 19, 2022, directing the County Mayor or County Mayor's designee to develop a Community Needs Assessment evaluating the need among low-income residents in Miami-Dade County for legal representation or legal services during landlord disputes and the eviction process for the upcoming fiscal year, and to identify nonprofit legal services organizations capable of providing such legal representation or services, and to identify available funding consistent with the Community Needs Assessment in the Mayor's Proposed Fiscal Year (FY) 2022-23 County Budget.

A Community Needs Assessment conducted by the Administration found there is significant need among the County's low-income residents for legal representation during landlord disputes and the eviction process, and a program designed to support free or low-cost legal assistance could benefit residents, landlords, and the local homeless continuum of care. A program that includes direct outreach to residents facing eviction and funding for legal assistance would complement the County's existing programs designed to address the affordability crisis and keep residents in their homes. Existing programs and services offered by the County include the Emergency Rental Assistance Program (ERAP), Emergency Food and Shelter Program (EFSP), CourtHELP, and new Naturally Occurring Affordable Housing preservation programs.

The Administration has worked with LSGMI, CABA Pro Bono Legal Services, CJP, HLA, WDFBA, and MWC to create a Program that will: (1) provide free legal assistance to households at-risk or subject to eviction; (2) create a comprehensive referral and intake process system to render legal assistance to residents across a number of legal service providers; (3) launch door-to-door canvassing to households that have received a eviction filing to refer residents to County services; (4) roll out a series of community trainings across the County on tenant rights and programs; and (5) share data with the County on resident housing needs and service gaps to improve County plans and processes.

This Program will provide direct legal assistance to at least 800 low-income County residents at or below 80 percent Area Median Income (\$78,000 for a family of four), which would double the number of tenants receiving legal representation in local eviction proceedings. Counsel offered to low-income tenants under this program could include legal advice, research, analysis, and representation in cases that impact a tenant's ability to maintain or obtain stable housing.

Through door-to-door outreach and education services, this Program will (1) better inform residents of existing protections under the County's Tenant Bill of Rights Ordinance, and (2) effectively connect residents to existing services, including those provided by the Community Action and Human Services Department (CAHSD) and Public Housing and Community Development Department (PHCD). Outreach workers will conduct weekly door-to-door canvassing of those residents who received an eviction notice to educate them on the eviction process, refer residents to available County resources (e.g. Emergency Rental Assistance, CourtHELP, case management support), and connect eligible residents to LSGMI for intake processing.

This targeted canvassing initiative will increase the County's outreach capacity and better serve residents at-risk of displacement, including low-income families, older adults, and persons with disabilities. Moreover, tenants in Florida only have five days to respond to an eviction proceeding before receiving a judgment and immediate outreach to residents facing an eviction can help ensure tenants do not miss this short deadline.

Legal providers in the Program will also offer intake support at CAHSD's Community Resource Centers situated across the County. Additionally, Program partners will lead a series of community trainings and office hours across the County on tenant rights and programs in partnership with the County's Office of Housing Advocacy (OHA), District Commission Offices, among other stakeholders, to ensure that the areas most affected throughout the County have access to these services.

Legal assistance, outreach, and service referral support will be provided in English, Spanish, and Haitian Creole. Additionally, LSGMI has the capacity to assist clients who speak other languages through the use of on-demand translation services.

Program partners will refer residents to existing County services and share novel data with the County on resident housing needs and service gaps, which will enhance County housing plans and programs. This data will enable the County to better track and respond to all forms of residential displacement and housing issues, from wrongful evictions to building maintenance issues and condemnations. The Program will also include regular data and evaluation reports to the County to assess impact.

This Program is a pilot project that will 1) assist hundreds of at-risk tenants and their families, and 2) assess the impact of legal presentation on the housing stability of the residents served.



Morris Copeland
Chief of Community Services



MEMORANDUM
(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: March 7, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 9(A)(3)

Please note any items checked.

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 9(A)(3)
3-7-23

RESOLUTION NO. _____

RESOLUTION APPROVING GRANT AGREEMENT BETWEEN MIAMI-DADE COUNTY AND LEGAL SERVICES OF GREATER MIAMI, INC., A FLORIDA NOT-FOR-PROFIT ENTITY, FOR A GRANT AWARD OF UP TO \$2,900,000.00 FOR AN EVICTION DIVERSION PILOT PROGRAM, WITH SUB-GRANT AWARDS TO THE CUBAN AMERICAN BAR ASSOCIATION, PRO BONO SERVICES IN THE AMOUNT OF \$321,153.00, THE MIAMI WORKERS CENTER IN THE AMOUNT OF \$384,184.00, THE COMMUNITY JUSTICE PROJECT IN THE AMOUNT OF \$94,380.00, THE HAITIAN LAWYERS ASSOCIATION IN THE AMOUNT OF \$125,000.00, AND THE WILKIE D. FERGUSON, JR. BAR ASSOCIATION IN THE AMOUNT OF \$125,000.00; WAIVING RESOLUTION NO. R 130-06 REQUIRING THAT CONTRACTS BE EXECUTED BY ALL NON-COUNTY PARTIES PRIOR TO PRESENTATION TO THE BOARD OF COUNTY COMMISSIONERS FOR APPROVAL; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE GRANT AGREEMENT AND EXERCISE ALL PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated in this resolution by reference,

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

Section 1. The foregoing recitals are approved and incorporated into this resolution.

Section 2. This Board approves the Grant Agreement, in substantially the form attached hereto as Exhibit 1, between Miami-Dade County and the Legal Services of Greater Miami, Inc., a Florida not-for-profit entity, for a grant award in the amount of up to \$2,900,000.00, for an eviction diversion pilot program, with sub-grant awards to The Cuban American Bar Association, Pro Bono Services in the amount of \$321,153.00, the Miami Workers Center in the

amount of \$384,184.00, the Community Justice Project in the amount of \$94,380.00, the Haitian Lawyers Association in the amount of \$125,000.00, and the Wilkie D. Ferguson, Jr. Bar Association in the amount of \$125,000.00, and authorizes the County Mayor or County Mayor's designee to execute the Grant Agreement and exercise all provisions contained therein.

Section 3. This Board waives the requirements of Resolution No. R-130-06, requiring all parties-other than the County-to execute agreements prior to presentation to this Board for approval.

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:

Oliver G. Gilbert, III, Chairman	
Anthony Rodríguez, Vice Chairman	
Marleine Bastien	Juan Carlos Bermudez
Kevin Marino Cabrera	Sen. René García
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Eileen Higgins
Kionne L. McGhee	Raquel A. Regalado
Micky Steinberg	

The Chairperson thereupon declared this resolution duly passed and adopted this 7th day of March, 2023. 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

LUIS G. MONTALDO, CLERK AD INTERIM

By: _____
Deputy Clerk

Approved by County Attorney
as to form and legal sufficiency.

LCK

Leigh C. Kobrinski

**GRANT AGREEMENT BY AND BETWEEN
MIAMI-DADE COUNTY, FLORIDA
AND
LEGAL SERVICES OF GREATER MIAMI, INC.**

This Grant Agreement (“Agreement”) is entered into by and between Miami-Dade County, Florida, hereinafter referred to as “the County” or “Grantor,” and Legal Services of Greater Miami, Inc., hereinafter referred to as “Legal Services” “LSGMI” or “Grantee,” collectively referred to as the “parties.”

WHEREAS, on July 19, 2022, the Miami-Dade Board of County Commissioners (the “Board”) adopted Resolution No. R-711-22 (the “Resolution”), which directed the County Mayor (the “Mayor”) to conduct a community needs assessment evaluating the need among low-income Miami-Dade County residents for legal representation or legal services during landlord disputes and the eviction process for Fiscal Year 2022-2023; and

WHEREAS, the Board, through the Resolution, directed the Mayor to identify legally available funding consistent with the community needs assessment and to identify the nonprofit legal services organizations being recommended for funding and the amount of funding per organization; and

WHEREAS, pursuant to the Resolution, subject to and in accordance with the Board’s approval of the funding and organizations, the Mayor is authorized to take all actions that may be necessary to effectuate the purposes of the Resolution and to negotiate and execute agreements with the nonprofit legal services organizations; and

WHEREAS, in its community needs assessment, the Mayor has identified Legal Services as the primary service provider for the Eviction Diversion Project (“Project”), an eviction diversion pilot program which will include the provision of legal services for qualifying residents as well as outreach and education opportunities to residents regarding their rights as tenants; and

WHEREAS, in addition to Legal Services, the Mayor has identified the Cuban American Bar Association Pro Bono Project, Inc., Community Justice Project Inc., the Miami Workers’ Center Inc., the Wilkie D. Ferguson, Jr. Bar Association, and the Haitian Lawyers Association as additional recipients of County funds for the Project, to be awarded as sub-grants by Legal Services; and

WHEREAS, the Mayor’s Fiscal Year 2022-23 Proposed Budget and Multi-Year Capital Plan, Volume I, page 72, included a line item of \$6.65 million to support constituent services in conjunction with the Administrative Office of the Courts and/or Legal Services to develop a program to assist low-income individuals navigate difficult issues arising from legal actions to include but not limited to eviction protection and diversion; and

WHEREAS, on September 20, 2022, the Board approved the Mayor’s proposed budget through Ordinance No. 22-112, which included the allocation of \$6.65 million for the same purpose stated in the Proposed Budget and Multi-Year Capital Plan; and

WHEREAS, through this Agreement, the Mayor is allocating \$2,900,000.00 of those funds for the Project; and

WHEREAS, at the _____ meeting, the Board approved the grant of County funds to these legal services providers for the Project, as well as their funding amounts; and

WHEREAS, through this agreement with Legal Services, the County seeks to achieve the purposes of Resolution R-711-22 and Ordinance No. 22-112, as it relates to the creation of an eviction diversion program;

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

1. Definitions. The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a.** Grant: the funds being provided to Legal Services for the Program.
- b.** Sub-Grant(s): funds provided to the Sub-Grantee(s).
- c.** Sub-Grantee(s): the community-based 501©3 organization providing services to Miami-Dade County residents, to which a subgrant is awarded by Legal Services and which is accountable to Legal Services for the use of the sub-grant funds provided.

2. Effective Term: The Effective Term of this Agreement is the date of last signature of the Agreement through expiration on June 30, 2024, unless earlier terminated pursuant to the terms of this Agreement. Certain provisions of this Agreement, as specified herein, shall survive the expiration of this Agreement.

3. Grant Purpose. The Grant being provided to Legal Services will complement the Grantee’s existing services provided to the community with the goal to increase housing stability for low to moderate-income Miami-Dade County residents facing or at-risk of eviction, as well as to provide outreach and education opportunities to residents regarding their rights as tenants, and research and program evaluation.

Grant funds shall be used to support and fund the Eviction Diversion Project as agreed by the Grantee and detailed in the Scope of Work, incorporated herein and attached hereto as Attachment A (“Attachment A”). The Grantee shall render services in accordance with the Project as detailed in Attachment A.

Legal Services shall provide Sub-Grant awards to the following Sub-Grantees in furtherance of the Project: the Cuban American Bar Association Pro Bono Project, Inc., in an amount up to \$321,153.00; Community Justice Project, Inc., in an amount up to \$94,380.00; and the Miami Workers' Center, Inc., in an amount up to \$384,184.00; the Wilkie D. Ferguson, Jr. Bar Association in an amount up to \$125,00.00; and the Haitian Lawyers Association in an amount up to \$125,000.00.

Legal Services shall be responsible for the full management, administration, and disbursement of Sub-Grant awards, and for the direct oversight of the management, administration, compliance, and implementation of the programs and projects of the Sub-Grantees.

Legal Services shall render services in accordance with the Scope of Work, incorporated herein and attached hereto as Attachment A. Legal Services agrees that all expenditures and/or costs shall be made in accordance with the Budget, as reflected in Attachment B, and the eligible use of grant funds listed below in Section 5.

4. Amount Payable. The maximum amount payable under this grant Agreement shall not exceed \$2,900,00.00 (comprised of \$2,900,000.00 from FY 2022-23 funds).

5. Eligible Use of Grant Funds. The Grantee shall use Grant funds to support the Project, in accordance with Attachment A.

6. Unallowable Expenses. County funds paid pursuant to this Agreement shall not be used for expenses of or related to: expenses of a personal nature, political and sectarian activities, lobbying, legal fees outside of those supporting the Project, financial investment services, investments, financing costs, bank fees, debt, mortgages, loans, lines of credit, credit cards, interest payments, late fees or other penalties, regulatory fines or penalties, tax fees, penalties, or liens, or for activities prohibited by federal, state or local law, or for any expense(s) not allowable pursuant to the Grantee's Project budget(s) in Attachment B to this contract and pursuant to the Scope of Work, as determined in the sole discretion of the County.

7. Payment of Grant and Accounting for Grant Funds. Funds issued to the Grantee will be issued in two installment payments:

First Payment: Seventy-percent (70%) of grants funds will be issued upon execution of the Agreement and receipt of a written request for funding by the Grantee issued on company letterhead. These funds will be issued to the Grantee within sixty (60) calendar days of a written request for funding.

Second Payment: Thirty-percent (30%) of grant funds will be issued based upon: (i) receipt of the Mid-Year Report from the Grantee, and satisfactory review of the Mid-Year Report by the County to ensure compliance with the Agreement, progress toward the Project, and appropriate use of funds, in the sole discretion of the County; and (ii) receipt of a written request for funding by the Grantee issued on company letterhead. These funds will be issued to the Grantee within sixty (60) calendar days of a written request for funding and upon satisfactory review of the Mid-Year Report. The County reserves the right to withhold payment of these funds, or recapture funds previously disbursed, if it appears that satisfactory progress under this Agreement is not being made by Grantee, as determined in the sole discretion of the County.

8. Payment Recapture. Should the Grantee be unable to fully utilize the dollars allocated and disbursed herein for the purpose described herein by June 30, 2024, the unallocated funds shall be promptly returned to the County.

9. Contract Administration. The parties are legally bound by the requirements of this Agreement. The parties' respective grant managers, named below, will be responsible for monitoring their performance under this Agreement, and will be the official contact for their organization. Any notice(s), reports, or other communications regarding this Agreement shall be directed to or delivered to the other party's grant manager by utilizing the information below. Any change in the contact information below should be submitted in writing to the grant manager within 10 days of the change.

For the County:

Delores Holley, Director, Office of Housing Advocacy
Community Action and Human Services Department
701 N.W. 1st Court
Miami, Florida 33136
Phone: 786-469-4741
Email: officedelores.holley@miamidade.gov

For the Grantee:

Monica Vignes-Pitan, Chief Executive Director
Legal Services of Greater Miami, Inc.
4343 W Flagler St, No. 100
Miami, FL 33134
Phone: 305-438-3817
Email: mviguespitan@legalservicesmiami.org

10. Grant Reporting Requirements.

Mid-Year Program Report: The Grantee shall submit to the County a Mid-Year Program Report, on or by July 31, 2023, to include: (i) summary of activities completed to advance the Project to date; (ii) the number of residents served per Commission District through the Project; (iii) listing of types and frequency of legal services and outreach services provided to residents, listed for each Sub-Grantee, and identifying the Commission District of residents served; (iv) detailed report of expenditures funded by initial grant allocation, including details of expenditures of Sub-Grants.

Final Program Report: The Grantee shall submit to the County, a Final Program Report, within 45 days of the end of the Effective Term of June 30, 2024, detailing the activities of the Project and the expenditure of the Grant funds and Sub-Grant funds, including: (i) results and impact of the Project, including a copy of the Community Justice Project's research and evaluation report; (ii) lessons learned from the Project; (iii) detailed report of total expenditures of the Project; (iv) demographic profile of residents assisted (legal services and education/outreach); (v) total number of cases handled and/or resolved and summary of all

education/outreach services provided, and (vi) number of residents who were assisted in remaining in their homes.

The County reserves the right to request additional reports or information from Grantee as needed throughout the Effective Term. The Grantee shall include appropriate reporting provisions in any sub-grant agreement with the Sub-Grantees.

11. Required Information Needed with Return of Signed Agreement. Prior to the disbursement of Grant funds, the Grantee must provide the following with the return of the signed Agreement.

- a. A copy of the Grantee's Florida Substitute Form W-9;
- b. Electronic funds transfer information; and
- c. Attachment A: Scope of Work
- d. Attachment B: Budget

12. Marketing and Promotion. It is understood and agreed between the parties hereto that this Program is funded, in part, by Miami-Dade County. By the acceptance of the Grant funds, the Grantee agrees that events funded by this Agreement shall recognize and adequately reference the County as a funding source. The Grantee, as appropriate, shall ensure that all publicity, public relations, advertisements and signs recognize and reference the County for its support of the Program. 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 stationery. The use of the official County logo is permissible for the publicity purposes stated herein and must adhere to the standards established at <https://www.miamidade.gov/branding/logo.asp>. The Grantee as appropriate, shall submit sample or mockup of such publicity or materials to the County for review and prior approval, which shall not be unreasonably withheld. The Grantee, as appropriate, shall ensure that all media representatives, when inquiring about the activities funded by this contract, are informed that the County is a funding source. The Grantee, as appropriate, agrees to use commercially reasonable efforts to send out periodic press releases and other public announcements on a County-wide basis promoting the Program.

The provisions of Article 12. Marketing and Promotion shall survive the termination or expiration of this Agreement.

13. Retention of Accounting Records and Access to Records. The Grantee and Sub-Grantees must keep accurate and complete books and records for all receipts and expenditures arising out of or relating to the Project in conformance with reasonable general accounting standards. In accordance with, and notwithstanding anything to the contrary in Florida's Public Records Act, financial records, supporting documents, statistical records, and all other records including electronic storage media pertinent to the expenditure of the Grant funds shall be retained for at least a period of five (5) years after payment of the Grant. If any litigation or audit is initiated, or claim made, before the expiration of the five-year period, the records shall be retained until the litigation, audit, or claim has been resolved.

The Grantee agrees to provide such assistance and records as may be necessary, subject to applicable laws and attorney-client privilege, to facilitate the County's review of the Project and shall provide access to the records which relate to this Agreement at their place of business during regular business hours and upon reasonable notice by the County. The Grantee shall include such provisions in any sub-grant agreement with the Sub-Grantees.

14. Florida Public Records Act. Pursuant to section 119.0701, Florida Statutes, if the Grantee meets the definition of “Contractor” as defined in section 119.0701(1)(a), the Grantee shall :

- a. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform its obligations under this Agreement.
- b. Upon request from the County’s custodian of public records identified herein, provide the County with a copy of the requested records or allow the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in the Florida Public Records Act, Miami-Dade County Administrative Order No. 4-48, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement’s term and following completion of the obligations under this Agreement if the Grantee does not transfer the records to the County.
- d. Meet all requirements for retaining public records and transfer to the County, at no cost to County, all public records created, received, maintained and/or directly related to the performance of this Agreement that are in possession of the Grantee termination of this Agreement. Upon termination of this Agreement, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements, except to the extent prohibited by record retention requirements applicable to federal credit unions.

For purposes of this Section, the term “public records” shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the County. Grantee’s failure to comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes shall be a breach of this Agreement. In the event the Grantee does not comply with the public records disclosure requirements set forth in Section 119.0701 of the Florida Statutes and this Section of this Agreement, the Grantee be responsible for indemnifying the County in any resulting litigation. Grantee’s obligations under this Section of this Agreement shall survive the termination of this Agreement.

IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE’S TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY’S CUSTODIAN OF PUBLIC RECORDS AT:

**MIAMI-DADE COUNTY
OFFICE OF THE MAYOR**

111 N.W. 1st STREET, 29 FLOOR
MIAMI, FLORIDA 33128
ATTN: PATRICK WISDOM
EMAIL: PATRICK.WISDOM@MIAMIDADE.GOV

15. Independent Private Sector Inspector General Reviews and Rights of Access. 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 (“IPSIG”), whenever the County deems it appropriate to do so. Subject to all applicable laws, upon written notice from the County, Grantee shall make available to the IPSIG retained by the County all requested records and documentation pertaining to this Agreement for inspection and reproduction. 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 Grantee in connection with, and as and when provided under, this Agreement.

The County shall maintain rights of access to review and monitor all books and records of the Grantee and all partners as it relates to the Agreement.

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

- a. Nothing contained above shall in any way limit the powers of the Miami-Dade County Inspector General to perform audits on all County contracts, provided that neither the Miami-Dade County Inspector General nor IPSIG shall be entitled to receive, review or copy any documents that are privileged, confidential or proprietary to Grantee. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County contracts, transactions, accounts, records and programs. In addition, the Miami-Dade County Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs, all at no cost or expense to Grantee. The Miami-Dade County Inspector General is empowered to retain, at no expense or cost to Grantee, the services of an IPSIG to, subject to all Applicable Laws, audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement processes, including but not limited to project design, specifications, proposal submittals, activities of Grantee, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with the Agreement and to detect fraud and corruption.
- b. Subject to all Applicable Laws and the terms and conditions herein, upon written notice to Grantee from the Inspector General or IPSIG retained by the Inspector General, Grantee shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying, at no cost or expense to Grantee. The Inspector General and IPSIG shall have the right to inspect and, at no cost or expense to Grantee, copy all such documents

and records in the Grantee's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the Agreement.

17. Accounting Requirements. The Grantee and its Sub-Grantees must maintain an accounting system that provides a complete record of the use of all Grant funds as follows:

- a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance, and expenditure of Grant funds.
- b) The accounting records must have effective control over and accountability for all Grant funds, property, and other assets.
- c) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills, and canceled checks).

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

19. Liability and Indemnification. The County will not assume any liability for the acts, omissions to act, or negligence of the Grantee, its agents, servants, employees, Sub-Grantees, or subcontractors; nor may the Grantee exclude liability for its own acts, omissions to act, or negligence, to the County.

Grantee shall indemnify, defend, 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 this Agreement by the Grantee or its respective employees, agents, servants, partners principals, or subcontractors. Additionally, Grantee shall pay all claims and losses in connection therewith and shall investigate and, at the option of the County, 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. Grantee expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Grantee 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.

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

The provisions of Article 19. Liability and Indemnification shall survive the termination or expiration of this Agreement.

20. Strict Compliance with Laws. The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable federal, state, and local laws and regulations, including but not limited to conducting applicable background screenings, and ensuring all attorneys receiving Grant funds under

this agreement are in good standing with the Florida Bar. Grantee shall incorporate this language into each contract with a Sub-Grantee.

21. No Discrimination. The Grantee may not discriminate against any employee employed under this Agreement, or against any applicant for employment or services in the Project because of race, religion, gender, national origin, age, handicap or marital status. Grantee shall incorporate this language into each contract with a Sub-Grantee.

22. Breach of Agreement. If the Grantee or its respective Sub-Grantees fails to fulfill its obligations herein, improperly expends or manages Grant funds, fails to provide reports required by this Agreement, fails to prepare, preserve or surrender records required by this Agreement, or otherwise violates this Agreement or fails to materially conform with any of the provisions of the Agreement or its attachments referenced herein, the Grantee shall be in breach of this Agreement, and the County may demand the return of any or all of the Grant funds already provided, withhold subsequent payments, and/or terminate this Agreement in accordance with the provisions of Section 23 below.

23. Termination of Agreement. In the event the Grantee breaches this Agreement, the County shall provide the Grantee a notice of such violation by letter and may, in the County's sole discretion, give the Grantee fifteen (15) calendar days from the date of receipt of such letter to cure the violation. If the violation is not cured within the stated period, the County may terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, electronically, and/or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Agreement is terminated, the County shall have no further obligation to the Grantee under this Agreement. Additionally, any Grant funds previously advanced and not encumbered in accordance with this Agreement shall be returned to the County, with any accumulated interest, within thirty (30) days after termination of this Agreement. Notwithstanding the return of Grant funds under this Section, the County does not waive any of its rights to pursuing any additional remedies which may be available to it under the law.

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

25. Non-Assignment of Agreement. The Grantee may not assign, sublicense or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the County, which consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the Project. If the County approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement.

26. Parties in Interest; Limitation on Rights of Others. The terms of this Agreement shall be binding upon, inure to the benefit of and be enforceable solely by the parties and their permitted successors and assigns, and nothing in this Agreement or by virtue of the transactions contemplated hereby, whether express or implied, shall be construed to constitute, create, or confer rights, remedies, or claims in or upon

any person (as third-party beneficiary or otherwise) not a party hereto, or to create obligations or responsibilities of the parties to such persons, or to permit any person other than the parties and their respective successors and assigns to rely upon or enforce the covenants, conditions, and agreements contained herein.

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

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

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

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

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

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

33. Attachments. This Agreement and Attachments, 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 Work
Attachment B:	Budget

[SIGNATURES ON THE FOLLOWING PAGE]

LEGAL SERVICES OF GREATER MIAMI, INC.

By: _____
Name: _____
Title: _____
Date: _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, on this _____ day of _____, 202_, by _____ (name) _____ as _____ (title) _____ for _____ (name of agency) _____. Said person is personally known or produced the following identification _____.

Signature: _____
Notary Public – State of Florida, Miami-Dade County _____

Print Name: _____

Notary Seal/Stamp:

MIAMI-DADE COUNTY

By: _____
Name: David Clodfelter
Title: Mayor’s Designee
Date: _____

Signature: _____
LUIS G. MONTALDO, Clerk Ad Interim
Board of County Commissioners

Signature: _____
County Attorney

ATTACHMENT A:

Miami-Dade County Eviction Diversion Project Scope of Service

Project Summary: Increase housing stability for low to moderate-income Miami-Dade County residents facing eviction.

Partner Programs:

(1) LEGAL SERVICES

Eligibility for Services: Tenants residing in Miami-Dade County who are at risk of or facing eviction and with a household income of up to 80% of the Area Median Income (AMI).

Legal Service Provider Partners and Roles:

Legal Services of Greater Miami, Inc. (LSGMI) will serve as the Grantee and lead legal partner and will: (1) receive all referrals from outside organizations and direct requests for legal assistance from tenants facing eviction; (2) conduct screening interviews to determine eligibility for legal assistance according to the Project; (3) provide direct legal assistance to eligible tenants or refer cases to Sub-Grantee Cuban American Bar Association Pro Bono Legal Services (CABA) based on eligibility criteria agreed upon by Legal Services and CABA..

CABA Pro Bono (CABA) will serve as a Sub-Grantee and will accept eligible referrals from Legal Services and provide direct legal assistance to eligible tenants.

WILKIE D. FERGUSON BAR ASSOCIATION will participate in the Project by hiring a Pro Bono Coordinator who will be responsible for recruiting and training volunteer attorneys to handle eviction defense cases. The Pro Bono Coordinator will also assist in coordinating training of the pro bono attorneys and participation in client education events.

HAITIAN LAWYERS ASSOCIATION will hire a Pro Bono Coordinator responsible for recruiting and training volunteer attorneys to handle eviction defense cases. The Pro Bono Coordinator will also assist in

coordinating training of the pro bono attorneys and participation in client education events.

(2) EDUCATION AND OUTREACH

Education and Outreach Providers and Roles:

Legal Services will coordinate the tenant education events in collaboration with sub-grantees CABA, Miami Workers' Center, Inc., Haitian Lawyers Association, Wilkie D. Ferguson Bar Association and Community Justice Project.

Miami Workers Center (MWC) will lead door-to-door tenant outreach and education in Miami-Dade County. Outreach workers will conduct weekly door-to-door canvassing, educating impacted tenants and their communities on the eviction process, housing rights, access to available resources including the County's Office of Housing Advocacy, and refer eligible tenants to LSGMI. MWC's weekly canvassing and outreach will target renters on the eviction list as well as tenants at-risk of eviction in all Commission Districts in Miami-Dade County. Outreach workers will also host in-district office hours.

CABA will participate in and support the tenant education events, when possible, and provide information needed to create tenant rights training materials for MWC.

WILKIE D. FERGUSON BAR ASSOCIATION will participate in and support the tenant education events. The Wilkie D. Ferguson, Jr. Bar Association will participate in the Project by hiring a Pro Bono Coordinator who will be responsible for recruiting and training volunteer attorneys to handle eviction defense cases. The Pro Bono Coordinator will also assist in coordinating training of the pro bono attorneys and participation in client education events.

HAITIAN LAWYERS ASSOCIATION will participate in and support the tenant education events. The Haitian Lawyers Association will hire a Pro Bono

Coordinator responsible for recruiting and training volunteer attorneys to handle eviction defense cases. The Pro Bono Coordinator will also assist in coordinating training of the pro bono attorneys and participation in client education events. Additionally, the Haitian American will advise the Program partners on outreach strategies to the Haitian community in Miami-Dade County.

(3) RESEARCH AND PROGRAM EVALUATION

Legal Services will engage the Community Justice Project, Inc. (CJP) will be the lead partner on research and evaluation for the Project. The Project will evaluate the impact of the education, outreach, and legal assistance provided to tenants facing eviction.

Program Deliverables:

Deliverable	Quantity for Contract Term	Managing Entity
Tenant Cases	871 cases	LSGMI/CABA/WDFBA/HLA
Outreach Office Hours	15 hours	MWC/WDFBA/HLA
Tabling Events	11 events	MWC/WDFBA/HLA
Door to Door Outreach Events	54 events	MWC/WDFBA/HLA
Know Your Rights Trainings	15 trainings	LSGMI/CABA/MWC/WDFBA/HLA/CJP
Program Reports and Evaluation	2 reports (mid-cycle, closeout report including program evaluation)	LSGMI/CABA/MWC/WDFBA/HLA/CJP

Staffing:

LEGAL SERVICES OF GREATER MIAMI

Grant funds will support:

- 7 Staff Attorneys (“Project attorneys”) designated solely to delivering direct legal assistance to tenants facing eviction.
- 1 Supervising Attorney designated solely to providing direct

client services to tenants in the Program, which may include client counseling and/or delivering direct legal assistance to tenants facing eviction, and supervision of Project staff.

- 2 Paralegals designated solely to conducting intake, supporting the Project attorneys in the delivery of legal services, and assisting with the Project's tenant education events.
- 2 Legal Secretaries designated solely to providing legal and administrative support to Project Staff.
- 3 Intake Specialist designated solely to conducting intake screening interviews, determining eligibility for the Project, and assigning cases to the Project attorneys for substantive interviews and assistance.
- 2 Program Administration Staff designated solely to being responsible for programmatic and fiscal grant compliance with the Project, data collection and reporting.

CABA PRO BONO LEGAL SERVICES

Grant funds will support:

- 1 Staff Attorney designated solely to delivering direct legal assistance to tenants facing eviction as part of the Project.
- 1 Supervising Attorney designated solely to providing direct client services and supervision of Project staff.
- 1 Paralegal designated solely to conducting intake, supports the Project attorneys in the delivery of legal services, and assists with education events.

COMMUNITY JUSTICE PROJECT

Grant funds will support:

- 1 Project Coordinator. Coordinates Project partners, develops

evaluation criteria in conjunction with other Partners. CJP will serve as lead on research and evaluation for the Project. CJP will create an automated system to compile eviction filing data and create weekly canvassing lists, which Miami Workers Center and other community partners will use for door-to-door outreach. CJP will create a metrics-driven dashboard, convene regular meetings with the Program partners to coordinate implementation, prepare evaluation criteria to monitor impact on housing stability. In addition to overall data monitoring and evaluation, CJP will create a dashboard with Commission District data available to Commissioners and the County Administration. CJP will identify additional support for evaluating the impact of legal assistance and outreach on housing stability.

MIAMI WORKERS CENTER

Grant funds will support:

- 6 Outreach & Education part-time staff designated solely to the Project who will conduct door to door canvassing, know your rights events, office hours, and tabling events.
- 1 Supervisor designated solely to the Project who will provide direct supervision of outreach staff.
- 1 Program Administration Staff working part-time on the Project who will be responsible for programmatic and fiscal grant compliance, data collection and reporting.

WILKIE D. FERGUSON BAR ASSOCIATION

- 1 Pro Bono Coordinator who will be responsible for recruiting and training volunteer attorneys to handle eviction defense cases. The Pro Bono Coordinator will also assist in coordinating training of the pro bono attorneys and participation in client education events.

HAITIAN LAWYERS ASSOCIATION

- 1 Pro Bono Coordinator responsible for recruiting and training volunteer attorneys to handle eviction defense cases. The Pro Bono Coordinator will also assist in coordinating training of the pro bono attorneys and participation in client education events. Additionally, the Haitian American will advise the Program partners on outreach strategies to the Haitian community in Miami-Dade County.

Activities and Milestones

Months 1 - 3		
Activities/Milestones	Project Partners	Objective
<ul style="list-style-type: none"> Establish Project protocols, including procedures to establish client eligibility, identify data collection and reporting requirements, and modify case management system to collect and report required data. Hire attorneys and support staff necessary to achieve project objectives. Open, at a minimum, 31 cases for legal assistance to tenant households facing eviction. 	LSGMI CABA CJP WFGBA HLA	Provide Legal Assistance
<ul style="list-style-type: none"> Conduct 2 tenant education events in coordination with MWC. 	LSGMI CABA MWC HLA WDFBA	Educate Tenants on Their Rights
<ul style="list-style-type: none"> Establish Project protocols, develop tenant referral procedures for legal assistance, and identify data collection and reporting requirements. Hire outreach staff necessary to achieve project objectives. Conduct 6 weekly door to door outreach campaigns. Host 1 office hour. Attend 1 tabling event. 	MWC CJP HLA WDFBA	Outreach to Tenants At-Risk of Eviction

Months 4 - 6		
Activities/Milestones	Project Partners	Objective
<ul style="list-style-type: none"> • Open 100 new cases to provide legal assistance to tenant households facing eviction. • Continue to provide legal services in previously opened cases that remain open. 	LSGMI CABA WFGBA HLA	Provide Legal Assistance
<ul style="list-style-type: none"> • Conduct 2 tenant education events 	LSGMI CABA MWC HLA WDFBA	Educate Tenants on Their Rights
<ul style="list-style-type: none"> • Conduct 12 weekly door to door outreach campaigns. • Host 3 office hours. • Conduct 3 Know Your Rights Trainings • Attend 2 tabling events 	MWC CJP HLA WDFBA	Outreach to Tenants At-Risk of Eviction

Months 7 - 9		
Activities/Milestones	Project Partners	Objective
<ul style="list-style-type: none"> • Open 185 new cases for legal assistance to tenant households facing eviction. • Continue to provide legal services in previously opened cases that remain open. 	LSGMI CABA WFGBA HLA	Provide Legal Assistance
<ul style="list-style-type: none"> • Conduct 2 tenant education events in coordination with MWC. 	LSGMI CABA MWC HLA WDFBA	Educate Tenants on Their Rights
<ul style="list-style-type: none"> • Conduct 12 weekly door to door outreach campaigns. • Host 3 office hours. • Conduct • 3 Know Your Rights Trainings • Attend 2 tabling events. 	MWC CJP HLA WDFBA	Outreach to Tenants At-Risk of Eviction

Months 10 - 12		
Activities/Milestones	Project Partners	Objective
<ul style="list-style-type: none"> • Open 185 new cases for legal assistance to tenant households facing eviction. • Continue to provide legal services in previously opened cases that remain open. 	LSGMI CABA WFGBA HLA	Provide Legal Assistance
<ul style="list-style-type: none"> • Conduct 2 tenant education events in coordination with MWC. 	LSGMI CABA MWC HLA WDFBA	Educate Tenants on Their Rights
<ul style="list-style-type: none"> • Conduct 12 weekly door to door outreach campaigns. • Host 3 office hours. • Conduct 3 Know Your Rights Trainings • Attend 2 tabling events. 	MWC CJP HLA WDFBA	Outreach to Tenants At-Risk of Eviction

Months 13 - 15		
Activities/Milestones	Project Partners	Objective
<ul style="list-style-type: none"> • Open 185 new cases for legal assistance to tenant households facing eviction. • Continue to provide legal services in previously opened cases that remain open. 	LSGMI CABA WFGBA HLA	Provide Legal Assistance
<ul style="list-style-type: none"> • Conduct 2 tenant education events in coordination with MWC. 	LSGMI CABA MWC HLA WDFBA	Educate Tenants on Their Rights
<ul style="list-style-type: none"> • Conduct 12 weekly door to door outreach campaigns. • Host 3 office hours. • Conduct 3 Know Your Rights Trainings • Attend 2 tabling events. 	MWC CJP HLA WDFBA	Outreach to Tenants At-Risk of Eviction

Months 16 - 18		
Activities/Milestones	Project Partners	Objective
<ul style="list-style-type: none"> • Open 185 new cases for legal assistance to tenant households facing eviction. • Continue to provide legal services in previously opened cases that remain open. 	LSGMI CABA WFGBA HLA	Provide Legal Assistance
<ul style="list-style-type: none"> • Conduct 2 tenant education events in coordination with MWC. 	LSGMI CABA MWC HLA WDFBA	Educate Tenants on Their Rights
<ul style="list-style-type: none"> • Conduct 12 weekly door to door outreach campaigns. • Host 3 office hours. • Conduct 3 Know Your Rights Trainings • Attend 2 tabling events. 	MWC CJP HLA WDFBA	Outreach to Tenants At-Risk of Eviction

ATTACHMENT B, BUDGET

Budget Allocation by Partner

Partner	Amount
Legal Services of Greater Miami (Grantee)	\$1,850,283 ..
Cuban American Bar Association (Sub-Grant)	\$321,153
Miami Workers Center (Sub-Grant)	\$384,184.
Wilke D. Ferguson, Jr. Bar Association	\$125,000
Haitian Lawyers Association	\$125,000
Community Justice Project (Sub-Grant)	\$94,380
Project Total	\$2,900,000.00