

Memorandum



Date: July 18, 2023

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

From: Daniella Levine Cava
Mayor

A handwritten signature in blue ink that reads "Daniella Levine Cava".

Subject: Authorizing the County Mayor or County Mayor's Designee to Develop and Carry out the Resilience Education Grant Program, a Competitive Grant Program for Nonprofit Organizations

Agenda Item No. 8(L)(1)

Executive Summary

The FY 2022-23 Adopted Budget includes \$2,250,000.00 in General Revenue for the Miami-Dade Rescue Plan, allocated to resiliency education grants. Through this funding (the Resilience Education Grant Program), Miami-Dade County (County) seeks to provide grants to various nonprofit organization recipients to support community-based resilience programming and initiatives for the Miami-Dade County community in specified priority areas.

The grants provided through the Resilience Education Grant Program will be based on a competitive process and will follow certain application and contracting guidance procedures set forth in Implementing Order 3-15, which governs the community-based organizations managed by the Office of Management and Budget. Grant awards will range from \$100,000.00 to \$200,000.00 and cover a contract period of two years from the grant award, or through March 30, 2026, whichever is earlier. The proposed programming and initiatives must serve Miami-Dade County residents. Eligible applicants include nonprofit organizations with an active 501(c)(3) status or projects with an established fiscal sponsor that has this status. Government entities and religious organizations that are considered nonprofit equivalents will also be eligible.

Recommendation

It is recommended that the Board approve the attached Resolution authorizing the County Mayor or County Mayor's Designee to: (1) develop and carry out the Resilience Education Grant Program, a competitive grant program for nonprofit organizations, in accordance with certain guidance procedures in IO 3-15; (2) select organizations for funding based on this process; and (3) negotiate and execute grant agreements, in substantially similar form as Exhibit A to the resolution, approved for use by the Board pursuant to IO 3-15 for community-based organization grant agreements, and exercise all provisions contained therein. The Resolution also requires an annual report, waives the requirements of Resolution R-130-06, authorizes the County Mayor or County Mayor's Designee to develop grant programs and agreements in accordance with specified priorities for the Resilience Education Grant Fund, negotiate grant terms, and award grant funding for the established program in the amount of \$2,250,000.00, for a term ending no later than March 30, 2026.

Grant agreements awarded through the Resilience Education Fund will be substantially in accordance with Exhibit A, attached hereto. A waiver of Resolution No. R-130-06, which requires all contracts to be fully negotiated and signed by all non-County parties, is sought to allow for specific grantees to be identified by the County Mayor or County Mayor's Designee following grantee selection.

Scope

The impact to Miami-Dade County for the provision of these services is countywide.

Delegation of Authority

The resolution authorizes the County Mayor or County Mayor's Designee to: (1) develop and carry out the Resilience Education Grant Program, a competitive grant program for nonprofit organizations, in accordance with certain guidance procedures in IO 3-15; (2) select organizations for funding based on this process; and (3) negotiate and execute grant agreements, in substantially similar form as Exhibit A to the resolution, approved for use by the Board pursuant to IO 3-15 for community-based organization grant agreements, and exercise all provisions contained therein.

Fiscal Impact/Funding Source

The fiscal impact to Miami-Dade County for the provision of these services is \$2,250,000.00 from FY 2022-23 funds which was allocated in the adopted budget as a one-time program/expenditure from the Miami Rescue Plan funding for resiliency education grants.

Track Record/Monitor

The Office of Resilience under the direction of Chief Resilience Officer Jim Murley will be responsible for developing and administering the Resilience Education Grant Program and overseeing the grant agreements.

Background

Achieving the resilience goals outlined in the Miami-Dade County Comprehensive Development Master Plan (CDMP), Resilient305 Strategy, Thrive305, Climate Action Strategy, Sea Level Rise Strategy, and Extreme Heat Action Plan will require momentous change within our community. The Resilience Education Grant Program (Program) is intended to fund education and engagement activities that build community-wide understanding of the region's complex water systems and ecology, how our population relies on those natural systems, and how human activities are increasing shocks and stresses. The Program will also support education and engagement activities that build community-wide capacity to: 1) adapt to the impacts of climate-related stressors (such as chronic flooding, climate gentrification, extreme heat, and ecosystem changes); 2) prepare for and recover from climate-related episodic events (such as hurricanes and storm surge); and 3) mitigate factors known to contribute to climate-related risk.

The Program will support grants in three priority categories: Smart Growth/Low Impact Development; Climate Change Mitigation; and Climate Change Adaptation. The three categories are described below:

Priority 1 – Smart Growth/Low Impact Development

How we build is key to reducing greenhouse gas emissions and ensuring the long-term resilience of Miami-Dade County. In 2020, the Board of County Commissioners adopted into the County’s CDMP a Vision Statement for long-term growth of the County. The adopted Vision Statement notes that protection of the County’s natural systems is vital for our long-term resilience and economic prosperity and calls for directing growth through resilient land use patterns and ensuring that the infrastructure and services that support our growth are also resilient. It also includes the goal of maintaining a strong growth boundary that protects environmentally sensitive areas and agricultural land.

To accomplish this, the Vision Statement and associated CDMP policies call for directing growth into mixed-use urban centers that are walkable, connected by premium transit corridors, less vulnerable to the impacts of storms and sea level rise, and include land use patterns that reduce emissions and promote energy efficiency. The focus of Priority 1 will be to support resilience education programs that inform residents and businesses on land use patterns, building and site design components that reduce greenhouse gas emissions and adapt the built environment to the impacts of climate change with specific focus on strategies contained in the County’s CDMP, Climate Action Strategy and Sea Level Rise Strategy.

Priority 2 – Climate Change Mitigation

Transportation-related activities produce the largest amount of greenhouse gas emissions in Miami-Dade County. Most of these Greenhouse Gas (GHG) emissions are from air pollution coming from cars. The growing need to drastically reduce GHG emissions offers a unique opportunity to rethink and redesign the spaces where we live, work, study, and play. The County’s Climate Action Strategy (CAS) identifies strategies to cut Miami-Dade County’s GHG emissions and move closer to the goal of reducing emissions 50 percent by 2030 from 2019 levels with the further goal of achieving net zero by 2050. The focus of Priority 2 will be to support education programs that inform all members of our community on strategies to reduce GHG emissions, including, but not limited to:

- 1) Benchmarking, retuning and retrofitting existing buildings;
- 2) Expanding renewable energy generation;
- 3) Building ultra-low energy buildings;
- 4) reducing transportation-related fuel consumption;
- 5) expanding and protecting green and blue spaces;
- 6) converting waste to energy; and
- 7) reducing waste and water use.

Priority 3 – Climate Change Adaptation

How growth occurs over time will affect the ability of our community to withstand climate-related shocks and stresses. Sea levels have already risen approximately 9 inches since 1930. Our region’s Unified Sea Level Rise Projection indicates sea levels will be approximately 2

feet higher in 40 years and will continue rising. The Miami-Dade County Sea Level Rise Strategy provides approaches to adapt the County to the impacts of sea level rise.

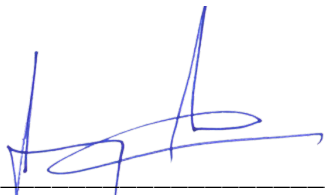
Water systems in our County – including stormwater, groundwater, and Biscayne Bay – are intricately connected, strongly influenced by the built environment and vulnerable to impacts from climate change. The County’s One Water effort recognizes these important interconnections and seeks to address vulnerabilities in the systems. Protecting the Biscayne Bay ecosystem is critical to preserving our drinking water supply, surface water, and coastal and marine resources and habitats. Building resilience into our water and wastewater infrastructure is important to protect against sea level rise and increased flooding while improving water quality. We face the challenges of pollution on land and in the waterways, saltwater intrusion, and loss of natural areas which provide important carbon sinks and serve to store flood waters and attenuate storm surge.

On average, the Miami area has 51 more days per year with temperatures over 90 degrees Fahrenheit than it did 50 years ago and we’re expected to have the highest increase of dangerously high heat days with a heat index over 100 degrees Fahrenheit of any county in the United States by mid-century. Temperatures are rising in Miami-Dade County, not only due to the global increase in atmospheric greenhouse gases, but also due to local development activities. More impervious surfaces due to buildings and paved areas, less tree canopy and vegetation result in both Countywide increase in temperature in urban areas but also certain neighborhoods that are consistently hotter than others. In December 2022, Miami-Dade County released the Extreme Heat Action Plan which includes a series of strategies to address the impacts of extreme heat.

The focus of Priority 3 will be to support education programs to inform businesses and residents (both adults and students) on the science of climate change, how we can plan for our future with higher sea levels, unstable weather patterns and a generally warmer climate.

Implementing Order 3-15 identifies uniform minimum standards for the application, contracting, assessment, monitoring, organizational review, and performance review of Community-Based Organizations (CBOs). The Resilience Education Grant Program will award funds through a competitive selection process following the guidance provided in Implementing Order 3-15. It is anticipated that grants will be awarded in the Fall of 2023.

A waiver of Resolution No. R-130-06, which requires all contracts to be fully negotiated and signed by all non-County parties, is sought to allow for specific grantees to be identified by the County Mayor or County Mayor’s Designee following grantee selection.



Jimmy Morales
Chief Operations Officer

- Cost-based
- Performance-based
- Criminal Justice

AGREEMENT

This grant Agreement made and entered into as of this _____ day of _____, by and between Miami-Dade County, a political subdivision of the State of Florida, through its Office of Resilience (hereinafter referred to as "County," or "OOR"), having its principal office at 111 NW 1st Street, 12th Floor, Miami, Florida 33128, and the grantee, _____, a corporation organized and existing under the laws of the State of Florida, having its principal office at _____ (hereinafter referred to as "Provider"), states conditions and covenants for the rendering of human and social services (hereinafter referred to as "Services") for the residents of Miami-Dade County.

WHEREAS, the Provider provides or will develop services of value to the County and has demonstrated an ability or desire to provide these services; and

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

WHEREAS, the County has appropriated grant funds for the proposed services; and

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

ARTICLE 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. The words "Agreement," "Contract," or "Contract Documents" shall mean collectively these terms and conditions, the Scope of Work (Attachment A), and the Budget Documents (Attachment B) and all other attachments hereto, as well as all amendments or budget modifications issued hereto.

B. The words "Contract Manager" shall mean Miami-Dade County's Chief Resilience Office or his/her designee, or the duly authorized representative designated to manage the Contract.

C. The word "Days" shall mean Calendar Days, unless otherwise specifically noted.

D. The word "subcontractor" or "subconsultant," shall mean any person, entity, firm, or corporation who furnishes labor toward, or who performs some aspect of, the Scope of Work or the administrative aspects described in this Agreement (examples include providing transportation/food services; instructional services, including teachers and/or camp counselors etc.). This does not include employees of the Provider or contractors of the Provider who are regularly and continuously funded under this Agreement to work with clients and provide direct services to clients pursuant to the Scope of Work.

The Provider shall render services in accordance with the Scope of Work, incorporated herein and attached hereto as Attachment [add reference]. The Scope of Work must clearly indicate the time frames for the delivery of each of the funded services.

The Provider shall implement the Scope of Work in a manner deemed satisfactory to the County. Any modification or amendment to the Scope of Work shall not be effective until approved by the County and the Provider in writing.

ARTICLE 5. BUDGET SUMMARY

The grant is awarded to the Provider with the understanding that the Provider is performing a public purpose through the Services. The Provider agrees that all expenditures or costs shall be made in accordance with the Budget, which is attached herein and incorporated hereto as Attachment [add reference], and the Provider shall submit a project budget which shall be sufficiently detailed to show: (i) the total project cost; (ii) the amount of funds to be used for administrative and overhead costs; (iii) any Program income to be made by the Provider; and (iv) the amount of funds devoted toward the provision of the desired Services or activities.

The Provider may request budget modifications to amend the budget in Attachment [add reference] during the term of this Agreement. Budget modification requests must be submitted to OOR no later than thirty (30) days prior to the expiration of this Agreement.

The Provider may shift funds between existing line items in Attachment B: 1) without a budget modification, if the change to the line item does not exceed fifteen percent (15%); or 2) with a budget modification requested by the Provider's designated representative as stated on the Authorized Signature Form attached hereto, and approved by the OOR, if the changes to a line item exceed fifteen percent (15%). A budget modification is also required in order to add new line items. Any modifications of key personnel (defined as any personnel included in the approved line-item budget to support the program) must be provided, in writing, to OOR no more than 30 days after such change occurs. This includes changes in titles, roles, and compensation of key personnel.

In no event shall the budget under this Agreement include total administrative costs in excess of fifteen percent (15%) of each Program allocation.

The terms "administrative costs" or "overhead costs" or "administrative and overhead costs" shall mean costs that are not directly related to or used specifically for the client services contemplated in this Agreement. These costs include, but are not limited to: rent for administrative space and related utilities; payroll of management, administrative, and clerical personnel that do not directly serve clients in the course of their general work responsibilities; insurance; office supplies that are not used by clients for program activities; audit fees; accounting/bookkeeping salaries or fees; database maintenance, including staff that enters, updates and/or analyzes data; information technology support; software and licenses; janitorial fees that are not incurred for services to the clients; human resources costs, including payroll costs and background screenings required for personnel, subcontractors, and volunteers; and capital equipment for general office use, including copiers (or copier leases), scanners, furniture, computers (if not used by clients for a core activity pursuant to this agreement).

ARTICLE 6. INDEMNIFICATION BY PROVIDER

A. If the Provider is a Government Entity. Subject to the limitations of section 768.28, Florida Statutes, as it may be amended, Provider 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 Provider or its employees, agents, servants, partners, principals or subcontractors. Additionally, Provider 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, subject to the limitations of section 768.28, Florida Statutes, as may be amended. Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider or self-insurance shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

B. All Other Providers. Provider 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 Provider or its employees, agents, servants, partners principals, or subcontractors. Additionally, Provider 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. Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider 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.

C. Term of Indemnification. The provisions of Article 6 shall survive the expiration or termination of this Contract.

ARTICLE 7. INSURANCE

Applicability of this section of the Agreement affects Providers whose combined total award for all Services funded under this Agreement exceed a \$25,000 threshold, as well as Providers whose total dollar value of all County contracts exceeds \$25,000. If the Provider's original total combined award is less than \$25,000, but the Provider receives additional funding from the County during the contract period which makes the total combined award exceed \$25,000, then the requirements of this section shall apply automatically at that time.

A. If the Provider is a Government Entity. If the Provider is the State of Florida or an agency or political subdivision of the State as defined by section 768.28, Florida Statutes, the Provider shall furnish the County, upon request, written verification of liability protection in accordance with section 768.28, Florida Statutes. Nothing herein shall be construed to extend any party's liability beyond that provided in section 768.28, Florida Statutes. The Provider shall

also furnish the County, upon request, written verification of Worker's Compensation protection in accordance with Florida Statutes, Chapter 440.

B. All Other Providers.

Minimum Insurance Requirements: Certificates of Insurance. Subject to a waiver issued by the County, the Provider shall submit to Miami-Dade County, c/o Office of Resilience (OOR), 111 N.W. 1st Street, 12th Floor, Miami, Florida 33128, original Certificate(s) of Insurance indicating that, upon execution of this Agreement or on the date commencing the Effective Term of this Agreement, whichever is earlier, insurance coverage has been obtained which meets the requirements as outlined below:

1. All insurance certificates must list the COUNTY as "Certificate Holder" in the following manner:

Miami-Dade County
Office of Resilience
111 N.W. 1st Street, 12th Floor
Miami, Florida 33128

2. Worker's Compensation Insurance for all employees of the Provider as required by Florida Statutes, Chapter 440.
3. Commercial General Liability Insurance in an amount not less than \$300,000 per occurrence, and \$600,000 in the aggregate. Miami-Dade County must be shown as an additional insured with respect to this coverage.

***NOTE:** For Human and Social Service organizations providing care and other services to vulnerable clients, such as children, elderly adults and those with intellectual and developmental difficulties, the policy must also be endorsed to include abuse and molestation coverage.

4. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Work provided under this Agreement, in an amount not less than \$300,000* combined single limit per occurrence for bodily injury and property damage.

***NOTE:** For Providers supplying vans or mini-buses with seating capacities of fifteen (15) passengers or more that are used in connection with the work, the combined single limit per occurrence for a bodily injury and property damage required for the Auto Liability is \$1,000,000.

5. Professional Liability Insurance in the name of the Provider, in an amount not less than \$250,000, for Providers offering professional services directly to customers and regularly giving advice, Professional Liability Insurance is required in the name of the Provider, in an amount not less than \$250,000.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

- a) The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, according to the latest edition of Best's Insurance

Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the COUNTY's Risk Management Division, Internal Services Department, or successor departments or agencies.

OR

- b) The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida," issued by the State of Florida Department of Financial Services.

C. Other Provisions.

Compliance with the foregoing requirements shall not relieve the Provider of its liability and indemnification obligations under this Section or under any other section of this Agreement.

The County reserves the right to inspect the Provider's original insurance policies at any time during the term of this Agreement.

Failure to Provide Certificates of Insurance. The Provider shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the Effective Term of this Agreement. If insurance certificates are scheduled to expire during the Effective Term, the Provider shall be responsible for submitting new or renewed insurance certificates to the County prior to expiration.

In the event that expired certificates are not replaced with new or renewed certificates which cover the Effective Term, the County may suspend the Agreement until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) days. Thereafter, the County may, at its sole discretion, terminate this Agreement. Any waiver of the requirements in this Section is at the sole discretion of the County and must be evidenced in writing.

ARTICLE 8. STAFFING REQUIREMENTS

The Provider shall maintain an organizational structure and adequate programmatic, administrative, and support staff sufficient to fulfill its obligations under this Agreement. The Provider shall ensure that employees responsible for program compliance have sufficient qualifications and experience and receive appropriate grant administrative and program compliance training. Funded personnel shall occupy positions and perform duties consistent with their assigned job descriptions. The Provider shall report to the County, on a monthly basis, any staffing changes affecting the funded Program(s), including funded employee(s) separation, termination, new hires, and change in duties/positions.

In the event the County determines that the Provider's staffing levels do not conform to those in the approved Scope of Work and Budget, the County will advise the Provider in writing and the Provider will have thirty (30) days to remedy the identified staffing deficiencies. Failure to comply may result in the suspension of payments until the deficiencies are corrected. In addition, if, after the remedy period, staffing levels still do not conform to those in the Scope of Work and Budget, the County may, in its sole discretion, modify and/or reduce the amount(s) budgeted for Provider's personnel costs under this Agreement.

ARTICLE 9. PROOF OF LICENSURE AND BACKGROUND SCREENING

A. Licensure. The Provider agrees to comply with all federal, state, or local laws, regulations, ordinances, or resolutions requiring the Provider to be licensed or certified to provide services or to operate the facilities outlined in the Scope of Work, and shall furnish to the County a copy of all required current licenses or certificates within sixty (60) days of execution of this Agreement. Examples of services or operations requiring licensure or certification include, but are not limited to, childcare, day care, nursing homes, and boarding homes.

The County shall not disburse any funds until it is provided with such licenses or certificates. Failure to provide the licenses or certificates within sixty (60) days of execution of this Agreement may result in termination of this Agreement at the County's sole discretion.

B. Background Screenings. Where applicable, Provider agrees to comply with all federal, state, and local laws, regulations, ordinances, and resolutions regarding any and all background screenings of its employees, volunteers, subcontractors, and independent contractors, including, but not limited to: Florida Statutes, Chapters 39, 393, 394, 397, 402, 408, 409, 413, 429, 430, 435, 775, 782, 787, 800, 826, 827, 943, 984, 985, 1012; Sections 26-37 through 26-39, 2-8.6.5, and 8A-281 through 8A-287 of the Code of Miami-Dade County; Titles 58, 59, 63 and 65 of the Florida Administrative Code. Provider's failure to comply with any applicable laws, regulations, ordinances and resolutions regarding background screening is grounds for a material breach and termination of this contract at the sole discretion of the County.

The Provider shall furnish the County with a Background Screening Affidavit (Attachment [add reference]) as proof that it is in compliance with the foregoing provisions. In the event the Provider fails to furnish such proof to the County, the County shall not disburse any further funds and this Contract may be subject to termination at the sole discretion of the County.

C. E-Verify. By entering into this Contract, the Provider becomes obligated to comply with the provisions of Section 448.095, Florida Statute, titled "Employment Eligibility." This includes but is not limited to utilization of the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all newly hired employees by the Provider effective, January 1, 2021, and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply may lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination, and the Provider may be liable for any additional costs incurred by the County resulting from the termination of the Contract. If this Contract is terminated for a violation of the statute by the Provider, the Provider may not be awarded a public contract for a period of one year after the date of termination. Public and private employers must enroll in the E-Verify System (<http://www.uscis.gov/e-verify>) and retain the I-9 Forms for inspection.

ARTICLE 10. CONFLICT OF INTEREST

The Provider agrees to abide by and be governed by the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance codified at Section 2-11.1 et al. of the Code of Miami-Dade County ("County Code"), as amended, Ordinance No. 01-199, as well as with section 617.0832, Florida Statutes, as amended, regarding director conflict of interests, which are

incorporated herein by reference as if fully set forth herein, in connection with the Provider's contract obligations hereunder.

Additionally, the Provider agrees to:

A. Prohibit members of the Provider's board of directors from directly or indirectly receiving any funds paid by the County to the Provider under this Agreement.

B. Prohibit members of the Provider's board of directors from voting on matters relating to this Agreement which may result in the board member directly or indirectly receiving funds paid by the Provider under this Agreement.

C. Prohibit members of the Provider's board of directors from voting on any matters relating to this Agreement if they are related to the person or entity seeking a benefit from the Provider.

D. Prohibit employees of the Provider from directly or indirectly receiving any funds paid by the County to the Provider under this Agreement, with the exception of the employee's salary and fringe benefits or portion of the employee's salary and fringe benefits included in Attachment [add reference].

E. Maintain a written nepotism and conflict of interest policy that applies to hiring, providing services to clients, procuring supplies or equipment, prohibiting a member of the Board of Directors from appointing a relative to any position of employment within the agency in which they serve, and prohibiting a member of a Board of Directors from accepting a paid position within the agency they serve without first recusing themselves from the Board of Directors.

F. Immediately disclose and justify in writing to the OOR any business transactions between the Provider on one side, and its board member(s) or its staff on the other side (including, but not limited to, for example, situations where the Provider leases office space from one of the Provider's Board members or staff), as well as all related-party transactions with shareholders, partners, officers, directors, or employees of any entity that is doing business with the Provider that are funded, partially or entirely, under the Agreement with the County, or are in any way related to the County-funded program. As used in this section, the term "related-party transaction" shall refer to a business deal or arrangement between two parties who are joined by a special relationship (family member or relative, stockholder, related corporation) prior to the deal or arrangement.

G. Implement procedures to protect against fraud and co-mingling of funds in regard to debit card and credit card purchases, if debit cards and/or credit cards are utilized by the Provider.

H. Ensure that, at the time this Agreement is entered into and for the duration of this Agreement, no employee or person in the position of authority for the Provider who exercises any function or responsibilities in connection with this Agreement (including, but not limited to, any board member, officer, manager, or supervisor employed by the Provider), is receiving any of the Services funded under this Agreement. Notwithstanding the foregoing provision, any employee, board member, officer, manager, or supervisor employed by the Provider who does not exercise any function or responsibilities in connection with this Agreement and who is eligible to receive any of the Services may utilize such Services if

he/she can demonstrate that he/she does not have direct responsibility or role over the Service and that such utilization is permissible pursuant to Section 2-11.1 et al. of the County Code.

NOTE: "Indirectly" for purposes of this Section includes payment of funds paid by the County to the Provider under this Agreement which are ultimately paid to an organization in which the Provider's employee or board member has a "controlling financial interest," meaning, (1) ownership, directly or indirectly, of ten percent (10%) or more of the outstanding capital stock in any corporation, or (2) a direct or indirect interest of ten percent (10%) or more in a firm, partnership, or other business entity or nonprofit organization.

If the County determines the Provider has breached this Section, or upon notification pursuant to Section F (related party transactions), the County may take all appropriate action in its sole discretion, including but not limited to seeking an opinion from the Miami-Dade Commission on Ethics and Public Trust, and suspending payment until the matter has been resolved to the County's satisfaction.

ARTICLE 11. CIVIL RIGHTS

The Provider agrees to abide by Chapter 11A of the County Code, as amended, which prohibits discrimination in employment, housing and public accommodations on the basis of race, creed, religion, color, sex, familial status, marital status, sexual orientation, gender identity, gender expression, status as a victim of domestic violence, dating violence or stalking, pregnancy, age, ancestry, national origin, disability, or source of income. The Provider agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Equal Opportunity Board or other authority having jurisdiction.

Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment and public accommodation; the Age Discrimination Act of 1975, 42 U.S.C. § 6101, as amended, which prohibits discrimination in employment because of age; the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which prohibits discrimination on the basis of disability; the Americans with Disabilities Act, 42 U.S.C. § 1201 et seq., which prohibits discrimination in employment and public accommodations because of disability; the Federal Transit Act, 49 U.S.C. § 1612, as amended; and the Fair Housing Act, 42 U.S.C. § 3601 et seq. It is expressly understood that the Provider must comply with such Acts and provide proof of compliance to the County, when requested.

Any contract entered into based upon a false affidavit shall be voidable by the County. If the Provider violates any of the Acts during the term of any contract the Provider has with the County, such contract shall be voidable by the County, even if the Provider was not in violation at the time it submitted its affidavit.

If the Provider or any owner, subsidiary, or other firm affiliated with or related to the Provider is found by the responsible enforcement agency, the Courts, or the County to be in violation of these Acts or laws, the County may, in its sole discretion, terminate this Agreement and conduct no further business with the Provider.

ARTICLE 12. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Any person or entity, including any subcontractor or agent of the Provider, that performs or assists the Provider with a function or activity involving the use or disclosure of “individually identifiable health information” (IIHI) and/or “Protected Health Information” (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Miami-Dade County Privacy Standards Administrative Order, and any other applicable laws regarding confidential information. The Provider also agrees to:

- A. Report to the County any non-permitted use or disclosure of PHI;
- B. Make appropriately redacted PHI and other records available to the County for an accounting of disclosures; and
- C. Make internal practices, books, and other appropriately redacted records related to PHI available to the County for compliance audits.

ARTICLE 13. NOTICE REQUIREMENTS

In addition to any other notice requirement outlined in this Agreement, Provider agrees to notify the County of any changes that may affect the County supported Program(s) under this Agreement within ten (10) days from the date of such a change’s occurrence. It is also understood and agreed between the parties that any written notice addressed to OOR, which is delivered by U.S. Mail or emailed to OOR, and any written notice addressed to the Provider, which is delivered by U.S. Mail or by email, shall constitute sufficient notice to either party.

All notices required or permitted under this Agreement which are delivered by U.S. Mail shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or by email. All notices shall be delivered to the following addresses:

(1) To the County

ATTENTION: James Murley, Chief Resilience Officer
Miami-Dade County Office of Resilience
111 NW 1st Street, 12th Floor
Miami, FL 33128
Phone: (305) 375-5593
Email: James.Murley@miamidade.gov

(2) To the Provider

Name of Person
Title
Name of Agency
Address
City, State Zip Code
Phone: (305)
Fax: (305)
Email:

Either party may at any time designate a different mail or email address and/or contact person by giving written notice as provided above to the other party.

ARTICLE 14. AUTONOMY

Both parties agree that this Agreement recognizes the autonomy of the contracting parties and

implies no affiliation between the contracting parties. It is expressly understood and intended that the Provider is only a recipient of funding support and is not an agent or instrumentality of the County. Furthermore, the Provider's agents and employees are not agents or employees of the County.

ARTICLE 15. BREACH OF AGREEMENT: COUNTY REMEDIES

A. **Breach.** A breach by the Provider shall have occurred if the Provider fails to meet the terms and conditions of this Agreement, including but not limited to the following: (1) the Provider fails to provide the Services outlined in the Scope of Work or fails to meet expected performance levels within the Effective Term and in the sole discretion of the County; (2) the Provider ineffectively or improperly uses the County funds allocated under this Agreement; (3) the Provider does not furnish the Certificates of Insurance required by this Agreement or as determined by the County's Risk Management Division, Internal Services Department, or successor department or agencies; (4) if applicable, the Provider does not furnish the County proof of licensure/certification or verification of background screening; (5) the Provider fails to submit, or submits incorrect or incomplete (a) proof of expenditures to support disbursement requests or advance funding disbursements, or (b) detailed reports of expenditures or final expenditure reports; (6) the Provider does not submit, or submits incomplete or incorrect, required reports, or submits reports that indicate that expected performance levels are not being met; (7) the Provider refuses to allow the County access to records or refuses to allow the County to monitor, evaluate, and review the Provider's program; (8) the Provider discriminates under any of the laws outlined in Article 11 of this Agreement; (9) the Provider attempts to meet its obligations under this Agreement through fraud, misrepresentation, or material misstatement; (10) the Provider fails to correct deficiencies found during a monitoring, evaluation, or review within the specified time as described in communication from OOR; (11) the Provider fails to issue prompt payments to small business subcontractors or follow dispute resolution procedures regarding a disputed payment; (12) the Provider fails to submit, Board of Directors Requirements, or proof of tax status, as required by Article 20 of this Agreement; (13) the Provider fails to meet any of the terms and conditions of the Miami-Dade County Vendor Registration, including any and all required County affidavits, or the State Affidavit (Attachment C-1); or (14) the Provider fails to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements and stipulations in this Agreement. Waiver of breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

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

1. The County may terminate this Agreement by giving written notice to the Provider of such termination and specifying the effective date thereof. In the event of termination, the County may: (a) request the return of all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared and secured by the Provider with County funds under this Agreement; (b) recapture a proportionate amount of County funding or seek reimbursement of County funds allocated to the Provider under this Agreement; (c) terminate or cancel any other contracts entered into between the County and the Provider. The Provider shall be responsible for all direct and indirect costs associated with such termination, including attorney's fees.

2. The County may suspend payment in whole or in part under this Agreement by providing written notice to the Provider of such suspension and specifying the effective date thereof, at least five (5) days before the effective date of suspension. If payments are suspended, the County shall specify in writing the actions that must be taken by the Provider as condition precedent to resumption of payments and shall specify a reasonable date for compliance. The County may also suspend any payments in whole or in part under any other contracts entered into between the County and the Provider. The Provider shall be responsible for all direct and indirect costs associated with such suspension, including attorney's fees. The County may also, in the County's sole discretion, recapture a proportionate amount of funding if expected performance levels under this Agreement are not met by Provider in the County's sole discretion.
3. The County may seek enforcement of this Agreement, including but not limited to filing an action in a court of appropriate jurisdiction. The Provider shall be responsible for all direct and indirect costs associated with such enforcement, including attorney's fees.
4. The County may debar the Provider from future County contracting. Any individual or entity who attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement may be debarred from County contracting for up to five (5) years.
5. Any other remedy available at law or equity.

C. Failures or waivers to insist on strict performance of any covenant, condition, or provision of this Contract by the County shall not be deemed a waiver of any rights or remedies, nor shall it relieve the Provider from performing any subsequent obligations strictly in accordance with the term of this Agreement. No waiver shall be effective unless in writing and signed by the parties. Such waiver shall be limited to provisions of this Agreement specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

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

ARTICLE 16. TERMINATION BY EITHER PARTY

Notwithstanding anything to the contrary in Article 15, both parties agree that this Agreement may be terminated for convenience and without cause by either party hereto by written notice to the other party of such intent to terminate at least thirty (30) days prior to the effective date of such termination. Pursuant to Implementing Order 3-15, the Chief Resilience Officer of OOR or the Chief's Designee is authorized to terminate this Agreement on the behalf of the County.

ARTICLE 17. PAYMENT PROCEDURES

The County agrees to pay the Provider for services rendered under this Agreement pursuant to the attached Scope of Work (Attachment [add reference]) based on the payment schedule, the line item budget, or both, which are incorporated herein and attached hereto as Attachment B. Payment shall be made in accordance with procedures outlined in Attachment B-1 and, if applicable, the Sherman S. Winn Prompt Payment Ordinance (Ordinance No. 94-40). The payment structure for this Agreement is noted on the upper left-hand corner of this contract. Further guidance on the payment process and requests for payment may be found in Attachment B-1.

ARTICLE 18. ALLOWABLE AND PROHIBITED USE OF FUNDS

A. Allowable Use of Funds. The Provider shall use the funds under this Agreement to cover the expenses included in, and under the terms and conditions defined in, the Program budget(s) in Attachment [add reference] to this contract. The Provider agrees that all sources and uses of the funds in the Provider's bank account where County funds paid pursuant to this Agreement are deposited shall be related to the Provider's official business activities and Program operations.

B. 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, 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 Provider's Program budget(s) and corresponding budget justification(s) in Attachment [add reference] to this contract and pursuant to the Scope of Work, as determined in the sole discretion of the County.

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

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

E. Commingling Funds. The Provider shall not commingle funds provided under this Agreement with funds used for purposes other than those listed in this Agreement. The Provider shall establish an internal tracking mechanism, which may include establishment of general ledger funds or accounts, to segregate financial activity related to this Agreement.

F. Program Income and Fundraising. On a monthly basis, the Provider shall track, record, and disclose to OOR any Program income, or fundraising collections, from or related to the Program(s) funded under this Agreement. The Provider shall use such Program income or fundraising collections to cover expenses for the County funded Program(s). The Provider's audits shall contain a Program Income Schedule, if program income or fundraising collections are accrued, detailing program income and fundraising collections realized under this Agreement and copies of said schedule will be provided to the County.

ARTICLE 19. REQUIRED DOCUMENTS, RECORDS, REPORTS, AUDITS, MONITORING, REVIEW, REPORT CARDS, AND TRAINING

A. **Florida Department of Agriculture and Consumer Services Registration.** If applicable, pursuant to Chapter 496, Florida Statutes, known as the Solicitations of Contributions Act, the Provider must register with the Florida Department of Agriculture and Consumer Services and submit to the OOR proof of registration upon request.

B. **Board of Director Requirements.** The Provider shall ensure that the Provider's Board of Directors is apprised of the programmatic, fiscal, and administrative obligations under this Agreement funded through County Funds by providing the official signed minutes of its Board meeting wherein the Programs funded under this Agreement are discussed. Provider must also maintain proof that it has been sharing the results of all County monitoring reports with its Board at meetings where a quorum of its Board is achieved. The Provider shall furnish the County with copies of the minutes of such Board meetings. These minutes may be redacted to show only those portions of the meeting relating to this Agreement and County monitoring reports.

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

D. **Business Application.** The Provider shall be a registered vendor with the County's Department of Procurement Management for the duration of this Agreement. It is the responsibility of the Provider to file the appropriate Vendor Application and to update the Application file for any changes for the duration of this Agreement, including any option years.

E. **Accounting Records.** The Provider shall institute internal fiscal controls and shall keep books and accounting records which conform to the Generally Accepted Accounting Principles (GAAP) in the United States, and identify the County funds and the related expenditures, and income. The Provider shall submit to the County a copy of its fiscal policies and procedures during the annual monitoring visit. These policies and procedures should include proper agency segregation of duties. During the monitoring visit, the Provider shall submit bank statements and bank reconciliations which must include, at a minimum, two staff signatures or initials of those preparing, reviewing, and approving the monthly bank reconciliations. These bank records must reflect a positive balance at the end of each month. Bank records and statements may be redacted to only show items pertaining to use of Miami-Dade County funding.

Subject to, and notwithstanding anything to the contrary in Article 19, Section S, Public Records, all such records will be retained by the Provider for not less than five (5) years beyond the term of this Agreement and shall be made available for review upon request from County authorized personnel. The Provider shall reconcile its bank statements within a month after they become available from the bank as attested by the dates, and the signatures or initials of the staff preparing, reviewing, and approving the monthly bank reconciliations. The Provider's checks shall be signed by two authorized check signors as required by the Miami-

Dade Implementing Order 3-15.

F. Financial Audit. If the Provider has or is required to have an annual certified public accountants opinion and related financial statements, the Provider agrees to provide these documents and any management letter and related responses to the OOR within the earlier of thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the Provider's fiscal year, for each year during which this Agreement remains in force or until all funds received pursuant to this Agreement have been so audited, whichever is later. In the event that the documents provided under this section contain deficiencies or other matters of concern, the Provider shall provide to the County for review any additional documentation to address the County's concerns. What constitutes a deficiency and/or matter of concern shall be determined in the County's sole discretion. Failure to address concerns pursuant to this section to the County's satisfaction shall be a breach of this contract.

G. Access to Records: Audit. The County reserves the right to require the Provider to submit to an audit by an auditor of the County's choosing or approval, and to review any independent audit performed on the Provider for reasons of compliance with funding requirements of any other governmental agency or financial institution. The Provider shall provide access to all of its records which relate to this Agreement at its place of business during regular business hours. The Provider agrees to provide such assistance as may be necessary to facilitate their review or audit by the County to ensure compliance with applicable accounting and financial standards.

H. Quarterly Reviews of Expenditures and Records. The County Commission Auditor may perform quarterly reviews of Provider expenditures and records. Subsequent payments to the Provider shall be subject to a satisfactory review of Provider records and expenditures by the County Commission Auditor, including but not limited to, review of supporting documentation for expenditures and the existence of sufficient documentation to support eligible expenditures. The Provider agrees to reimburse the County for ineligible expenditures as determined by the County Commission Auditor.

I. Recordkeeping. The Provider shall maintain and shall require that the Provider's subcontractors and suppliers maintain complete and accurate program and fiscal records to substantiate compliance with the requirements set forth in the Scope of Work. Subject to, and notwithstanding anything to the contrary in Article 19, Section S, Public Records, the Provider and its subcontractors and suppliers shall retain such records, and all other documents relevant to the services furnished under this Agreement, for a period of five (5) years from the expiration date of this Agreement.

J. Confidentiality Requirements. The Provider shall comply with all applicable state and federal statutes and regulations for the protection of confidential client records and electronic exchange of confidential information. Provider shall establish and implement policies and procedures that ensure compliance with the applicable law. "Confidential" shall be used in this section to describe information that is confidential under applicable law. The policies and procedures must ensure, at a minimum, that:

1. There is a controlled and secure area for storing and maintaining active confidential information and files, including but not limited to medical records;
2. Confidential records are not removed from the Provider's premises, unless otherwise authorized by law or upon written consent from the County;

3. Access to confidential information is restricted to authorized personnel of the Provider, the County, and/or the United States Office of the Inspector General;
4. Records are not left unattended in areas accessible to unauthorized individuals;
5. Access to electronic data is controlled;
6. Written authorization, signed by the client, is obtained for release of copies of client records and/or information. Original documents must remain on file at the originating provider site;
7. An orientation is provided to new staff persons, employees, and volunteers. All employees and volunteers must sign a confidentiality pledge, acknowledging their awareness and understanding of confidentiality laws, regulations, and policies;
8. Procedures are developed and implemented that address client chart and medical record identification, filing methods, storage, retrieval, organization and maintenance, access and security, confidentiality, retention, release of information, copying, and faxing.

K. Progress Reports. The Provider shall furnish the OOR with monthly progress/performance reports in accordance with the activities and goals detailed in Attachments A and G of this Agreement. The reports shall explain the Provider's progress for the month and, in the event that its activities are seasonal, must clearly indicate when specific services and related expenditures will occur. The data should be quantified when appropriate. A corrective action plan must accompany all progress reports that indicate that the Provider is not meeting its expected service goals or expected performance levels. The final progress report shall be due no later than thirty (30) days after the expiration or termination of this Agreement.

L. Client Records. The Provider shall maintain a separate individual client file for each client/family served, where appropriate. This client file shall include all pertinent information regarding case activity. At a minimum, the client file shall contain referral and intake information, treatment plans, and case notes documenting the dates services were provided and the type of service provided. Subject to applicable law, these client files shall be subject to the audit, monitoring and inspection requirements under Article 19, Sections G, H, I, J, L, and M, and any other relevant provisions of this Agreement.

M. Monitoring and Performance Review. The Provider agrees to permit County authorized personnel to monitor, review, and evaluate the program/work which is the subject of this Agreement. Provider agrees the County Mayor or Mayor's designee may make unannounced, on-site visits during normal working hours to the Provider's headquarters and/or any location or site where the services contracted for are performed.

OOR shall monitor fiscal, administrative, and programmatic compliance with all the terms and conditions of the Agreement. The Provider shall permit the OOR to conduct site visits, client assessment surveys, and other techniques deemed reasonably necessary by the County to fulfill this monitoring function. Subject to applicable law, the OOR will also have the right to inspect original documentation regarding fiscal, administrative, and programmatic matters and

may retain copies of such documentation for verification purposes. Such documentation includes, but is not limited to, employee time records that document work hours spent on direct and indirect duties within the County funded program(s), and documentation to show consistency and adherence in implementing the County funded Program(s) in accordance with the line item budget pursuant to Attachment [add reference] of this Agreement.

A report of the OOR's monitoring conclusions may be delivered to the Provider and the Provider will rectify all deficiencies cited within the period of time specified in the County's report. If such deficiencies are not corrected within the specified time frame, the County may suspend payments or terminate this Agreement. If the County suspends or stops payment and if the Provider continues to provide services pursuant to this Agreement, the Provider shall do so at its own risk and understands and agrees that Provider may not be reimbursed or may not receive further payments under this Agreement.

Pursuant to Implementing Order No. 3-15, OOR will issue a Community-Based Organization (CBO) Report Card, based on the findings of a performance review, at least annually, or as otherwise may be required at the County's sole discretion, to track the Provider's status and progress. Ratings will be applied to the areas of: (1) Deliverables (defined as all documentation and any items of any nature submitted by the Provider to the County's Contract Manager for review and approval pursuant to the terms of this Agreement) and Program Achievement; (2) Administration and Contract Compliance; and (3) any other area(s) as deemed appropriate by the County and in its sole discretion. The Report Card will be transmitted by the County Mayor and placed on the Board of County Commissioners' agenda in accordance with Ordinance No. 14-65.

The report Card will rate the CBO performance using green, yellow, and red stoplight scale as follows:

1. Green – Five (5) or fewer instances of non-compliance
2. Yellow – More than five (5) instances of non-compliance
3. Red – Any number of instances of non-compliance that merit contract or payment suspension.

The organization will be notified in writing of the proposed rating and will have no more than ten (10) days from the date of the notice to submit a response to OOR that will be attached to the final Report Card. Additionally, at OOR's sole discretion, an organization may be asked to submit a corrective action plan to address the instances of noncompliance identified in the Report Card. Once a corrective action plan is submitted by the organization, approved by OOR, and the actions outlined in the corrective action plan are completed by the agency, a rating of yellow may be changed to green and a rating of red may be changed to yellow, at the OOR's sole discretion. A rating of red will not be changed directly to green at any time during the contract period.

As a result of the Performance Review or any information that may come to the attention of the County, the OOR Chief Resilience Officer or designee may, at their sole discretion, terminate or elect not to renew the contract, or suspend payment at any time due to any number of finding(s) or issue(s) including, but not limited to:

1. Lack of fiscal documentation
2. Lack of client records or program documentation
3. Health or safety concerns

4. Required background checks or licenses not completed or current
5. Monies owed to the IRS or another government entity without an approved repayment plan
6. Lack of or a lapse in required insurance
7. Repeat instances of non-compliance from a prior year
8. Being on an active, federal, state, or local debarment list.

The seriousness and significance of instances of non-compliance shall be determined at OOR's sole discretion. All Report Cards conducted during the contract year will be transmitted by the County Mayor to the Board of County Commissioners regardless of whether or not the organization has been terminated or is being recommended for renewed funding.

N. Organizational Review. – Pursuant to Implementing Order No. 3-15, and as defined and set forth therein, the County reserves the right to conduct a partial or complete Organizational Review at any time, as needed.

O. Required Training and Analyses. The County reserves the right to require the Provider to attend mandatory trainings, participate in evaluation studies, quality management activities, and Corrective Action Plan activities. The Provider also agrees to participate in any analyses carried out by or on behalf of the County to evaluate the effectiveness of Provider's client service(s) or the appropriateness and quality of care/service delivery. The County shall notify the Provider in writing of any such required trainings or analyses. Accordingly, the Provider shall permit authorized staff involved in such efforts the right of access to the Provider's premises and records.

P. Disaster Plan/Continuity of Operations Plan ("COOP"). The Provider shall develop and maintain an Agency Disaster Plan/COOP ("Plan"). At a minimum, the Plan will describe how the Provider establishes and maintains an effective response to emergencies and disasters and must comply with any Emergency Management related Florida Statutes applicable to the Provider. The Plan must be submitted to the OOR no later than thirty (30) days after the execution of this Agreement and is also subject to review and approval of the County in its sole discretion. The Provider will review the Plan annually, revise it as needed, and maintain a written copy on file at the Provider's site.

Q. Homeless Management Information System (HMIS) and Continuum of Care (CoC) Coordinated Intake and Assessment Process. If the Provider is contracted to provide homeless-related services, the Provider agrees to participate in the Homeless Management Information System (HMIS) and the Continuum of Care (CoC) Coordinated Intake and Assessment Process selected and established by the Miami-Dade County Homeless Trust.

1. Participation in the HMIS will include, but is not limited to, input of client data upon intake, annually and at exit. Providers performing outreach will update client files upon client contact. Providers providing rental assistance will record the move-in date in HMIS. The Provider agrees to abide by the terms of any HMIS Agreements. The Provider shall indemnify and hold harmless the County, its agents, and instrumentalities from any and all liability, losses, and damages arising out of or relating to the HMIS system.
2. Participation in the CoC will include, but not be limited to: participation in the CoC's defined process to make and receive referrals for housing and/or services

(including the use of the HMIS for such, if required in the Standards of Care); use of any forms required (e.g. Release of Information, Homeless Verification Form, etc.); compliance with established Standards of Care (<http://www.homelesstrust.org/providers.asp#Standards>) relating to eligibility criteria and timely processing of referrals; and cooperation with established prioritizations for placement.

R. Disposition of Equipment Purchased with County Funding. The Provider shall maintain equipment purchased with County funding and with a purchase value of \$1,000.00 or greater until such equipment has reached its useful life and has been fully depreciated by the Provider. If such equipment is functional beyond this point and the Provider has the means to obtain a replacement of the equipment, the Provider is encouraged to donate the equipment to clients, if appropriate, or to other social service providers in need of such equipment. The Provider must ensure that any confidential information that may be stored in such equipment/devices has been cleared prior to the donation taking place. Donations of such equipment should be reported in the Provider's final report.

S. Public Record. Pursuant to Section 119.0701 of the Florida Statutes, if the Provider meets the definition of "Contractor" as defined in Section 119.0701(1)(a), the Provider shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service;
2. 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 the 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;
3. 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 services under this Agreement if the Provider does not transfer the records to the County; and
4. Upon completion of the Contract, transfer, at no cost, to the County all public records created, received, maintained and/or directly related to the performance of this Agreement that are in possession of the Provider, or keep and maintain such public records. If Provider transfers all public records to the County upon completion of the Contract, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains the public records upon completion of the Contract, the Provider shall meet all applicable requirements for retaining public records. 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 information technology systems of the County.

For purposes of this Article, 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.

Provider'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 and the County may, at the County's sole discretion, avail itself of any of the remedies for breach set forth under this Agreement or available at law or equity. In the event the Provider fails to meet any of these provisions or fails to comply with Florida's Public Records Laws, the Provider shall be responsible for indemnifying the County in any resulting litigation and the Provider shall defend its claim that any public record is confidential, trade secret, or otherwise exempt from inspection and copying under Florida's Public Records Laws.

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

Miami-Dade County
Office of Resilience
111 N.W. 1st Street, 12th Floor
Miami, Florida 33128
Attention: Lisa Klopp
Email: Lisa.Klopp@miamidade.gov

T. **No Wrong Door Initiative.** As a recipient of funding from Miami-Dade County, the Provider agrees to implement the "No Wrong Door Initiative" to assist with the connection of Miami-Dade County government and resources to the community. This streamlined approach will make it easier for people to learn about—and access—the services they need. This includes referrals of Provider clients to Miami-Dade's web portal at www.miamidade.gov and 311 services for quick access to services.

ARTICLE 20. AUDITS AND INTERNAL REVIEWS BY THE OFFICE OF MANAGEMENT AND BUDGET, OFFICE OF MIAMI-DADE COUNTY INSPECTOR GENERAL AND THE COMMISSION AUDITOR

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

Office of the Inspector General. The attention of the Provider is hereby directed to the requirements of Section 2-1076 of the County Code in that the Office of the Miami-Dade County Inspector General (IG) shall have the authority and power to review past, present and proposed County programs, accounts, records, contracts and transactions. The IG may, on a random basis, perform audits on all County contracts throughout the duration of said contract

(hereinafter "random audits"). This random audit is separate and distinct from any other audit by the County. Grant recipients are exempt from paying the cost of the audit which is normally ¼ of 1% of the total contract amount.

The IG shall have the power to subpoena witnesses, administer oaths and require the production of records. Upon ten (10) days written notice to the Provider from IG, the Provider shall make all requested records and documents available to the IG for inspection and copying. The IG shall have the power to report and/or recommend to the Board of County Commissioners whether a particular project, program, contract or transaction is or was necessary and, if deemed necessary, whether the method used for implementing the project or program is or was efficient both financially and operationally. Monitoring of an existing project or program may include reporting whether the project is on time, within budget and in conformity with plans, specifications, and applicable law. The IG shall have the power to analyze the need for, and reasonableness of, proposed change orders.

The IG shall have the power to audit, investigate, monitor, oversee, inspect, and review the operations, activities and performance and procurement process including, but not limited to, project design, establishment of bid specifications, bid submittals, activities of the contractor, its officers, agents and employees, lobbyists, County staff and elected officials in order to ensure compliance with contract specifications and detect corruption and fraud.

The IG is authorized to investigate any alleged violation by a Provider of its Code of Business Ethics, pursuant to Section 2-8.1 of the County Code.

The provisions in this section shall apply to the Provider, its subcontractors, and their respective officers, agents, and employees. The Provider shall incorporate the provisions in this section in all contracts and all other agreements executed by its subcontractors in connection with the performance of this Agreement. Any rights that the County has under this Section shall not be the basis for any liability to accrue to the County from the Provider, its subcontractors, or third parties for such monitoring or investigation of for the failure to have conducted such monitoring or investigation and the County shall have no obligation to exercise any of its rights for the benefit of the Provider, its contractors or third parties.

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

ARTICLE 21. SUBCONTRACTORS AND ASSIGNMENTS

A. **Subcontracts.** The parties agree that no subcontract agreement will be made or let in connection with this Agreement without the prior written approval of the OOR in its sole discretion, which shall not be unreasonably withheld. In the event approval is granted by the County, and subject to the conditions below, a copy of the approved fully executed Subcontractor agreement(s) must be furnished to OOR in order for Subcontractor expenses to be paid under this Agreement. With respect to any subcontract or subcontractor, the Provider agrees as follows:

1. If the Provider will cause any part of this Agreement to be performed by a Subcontractor, before entering into any subcontract hereunder, the Provider will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be

performed. The provisions of this Agreement will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Provider; and the Provider will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Provider. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Provider.

2. The Provider, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to perform, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Provider not to award any subcontract to a person, firm, or corporation disapproved by the County in its sole discretion.
3. In order to qualify as a Subcontractor satisfactory to the County in its sole discretion, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County in its sole discretion that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.
4. The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Provider's obligations under this Agreement. Provider shall furnish to the County copies of all subcontracts between Provider and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County permitting the County to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event the County finds the Provider in breach of its obligations, the option to pay the Subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor.

B. Assignments. The parties agree that no assignment will be made or let in connection with this Agreement without the prior written approval of the OOR in its sole discretion, which shall not be unreasonably withheld.

C. If this Agreement involves the expenditure of \$100,000 or more by the County and the Provider intends to use subcontractors to provide the services listed in the Scope of Work (Attachment [add reference]) or suppliers to supply the materials, the Provider shall provide the names of the subcontractors and suppliers on the form attached as Attachment [add reference]. Provider agrees that it will not change or substitute subcontractors or suppliers from those listed in Attachment I without prior written approval of the County.

D. Prompt Payments to Subcontractors. The Provider shall issue prompt payments to subcontractors that are small businesses (meaning annual gross sales of \$750,000 or less

with its principal place of business in Miami-Dade County) and shall have a dispute resolution procedure in place to address disputed payments. Pursuant to the County's Sherman S. Winn Prompt Payment Ordinance (Ordinance No. 94-40), Section 2-8.1.4 of the County Code, Administrative Order No. 3-19, and the Florida Prompt Payment Act, payments must be made within thirty (30) days of receipt of a proper invoice. Failure to issue prompt payments to small business subcontractors or adhere to dispute resolution procedures may be grounds for suspension or termination of this Agreement or debarment.

ARTICLE 22. PURCHASES

The Provider will request three (3) quotes for all single-item purchases that are partially or fully funded by the County and valued at \$1,000 or above and maintain documentation of all three (3) requests and associated documentation, including quotes received, on file. Provider will also obtain quotes for any professional services partially or fully funded by the County in connection with this agreement.

ARTICLE 23. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Provider agrees to comply, in accordance with applicable professional standards, with the provisions of any and all applicable federal, state, and local laws, regulations, ordinances, resolutions, and rules which may pertain to the Services required under this Agreement, including but not limited to:

- A. Miami-Dade County Florida, Department of Business Development Participation Provisions, as applicable to this Agreement.
- B. Miami-Dade County False Claims Ordinance.
- C. "Debarment," Section 10-38 of the County Code.
- D. Miami-Dade County Ordinance No. 99-5, codified at 11A-60 et. seq. of the County Code pertaining to complying with the County's Domestic Violence Leave Ordinance and requires an employer, who in the regular course of business has fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks to provide domestic violence leave to its employees.
- E. Part III, Ch. 2, Art. 1 and Ch. 11A of the County Code, and any payment and performance bond requirements if applicable under the Florida Statutes and F.A.R. 52.222, if applicable.
- F. Miami-Dade County Ordinance No. 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- G. "Drug-free workplace requirements for contractors and entities transacting business with Miami-Dade County," Section 2-8.1.2 of the County Code.
- H. "Nondiscrimination," Section 2-8.1.5 of the County Code, and the Aspirational Diverse Workforce Policy in Resolution No. R-1106-15 of the Miami-Dade Board of County Commissioners.

I. The Provider will not use products or foods containing “pink slime,” as defined in County Resolution No. 478-12, in food that is provided or served pursuant to this Agreement.

J. For congregate and/or home-delivered meal programs, the Provider agrees to furnish proof that it is meeting all applicable local, State, and Federal food safety and hygiene requirements.

Notwithstanding any other provision of this Agreement, Provider shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Provider, constitute a violation of any law or regulation to which Provider is subject, including but not limited to laws and regulations requiring that Provider conduct its operations in a safe and sound manner.

ARTICLE 24. MISCELLANEOUS

A. **Publicity.** It is understood and agreed between the parties hereto that this Provider is funded by Miami-Dade County. Further, by the acceptance of these funds, the Provider agrees that events funded by this Agreement shall recognize and adequately reference the County as a funding source. The Provider shall ensure that all publicity, public relations, advertisements and signs recognizes and references the County for the support of all contracted activities. 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>. Provider shall submit sample or mock up of such publicity or materials to the County for review and prior approval, which shall not be unreasonably withheld. The Provider shall ensure that all media representatives, when inquiring about the activities funded by this contract, are informed that the County is its funding source.

B. **Governing Law and Venue.** This Agreement is made in the State of Florida and shall be governed according to the laws of the State of Florida. Venue for this Agreement shall be Miami-Dade County, Florida.

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

The County and Provider mutually agree that modification of the Scope of Work, schedule of payments, billing and cash payment procedures, set forth herein are at the County’s sole discretion.

The Chief Resilience Officer of OOR or the Chief’s Designee is authorized to make modifications to this Agreement as described herein on behalf of the County.

The Office of the Inspector General shall have the power to analyze the need for, and the reasonableness of proposed modifications to this Agreement.

D. **Counterparts.** This Agreement is executed in three (3) counterparts, and each counterpart shall constitute an original of this Agreement. Electronic signatures are permissible

under FS 668.50 Uniform Electronic Transaction Act for purposes of this agreement.

E. Headings, Use of Singular and Gender. Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Agreement. Wherever used herein, the singular shall include the plural and plural shall include the singular, and pronouns shall be read as masculine, feminine, or neuter as the context requires.

F. Pre-condition to County's Execution of this Agreement. The Provider acknowledges that prior to the County Mayor or Mayor's designee executing this Agreement, the OOR shall engage in a due diligence effort and review ("the Due Diligence Effort and Review") which includes but is not limited to researching background information on the Provider, ensuring the Provider is not in non-compliance with other County contracts, and reviewing the Provider's Scope of Work, budget, affidavits, responses to affidavits and any other proposed or required attachments to this Agreement. All services undertaken by the Provider before the County's execution of this Agreement shall be at the Provider's risk and expense.

G. No Third Parties. The parties expressly agree there are no intended or unintended third-party beneficiaries to this Agreement.

H. Sovereign Immunity. Nothing in this contract shall be considered a waiver of the County's sovereign immunity.

I. Review of this Agreement and Authority to Execute Agreement. Each party hereto represents and warrants that they have consulted with their own attorney concerning and participated in the drafting of each of the terms contained in this Agreement. No inference, assumption, or presumption shall be drawn from the fact that one party or its attorney prepared this Agreement. It shall be conclusively presumed that each party participated in the preparation and drafting of this Agreement. Each person signing this Agreement represents and warrants that they have full authority to execute this Agreement on behalf of the party on whose behalf they have affixed their signature to this Agreement.

J. Totality of Agreement / Severability of Provisions. 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:

[List Attachments]

No other Agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. If any provision of this Agreement is held invalid or void, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law and ordinance.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement, and its associated attachments, effective as of the contract date herein above set forth.

NAME OF AGENCY

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: _____
Title: Mayor's Designee
Date: _____

Attest: Juan Fernandez-Barquin, Clerk of the Court and Comptroller
Board of County Commissioners

By: _____
Print Name: _____



MEMORANDUM
(Revised)

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

DATE: July 18, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(L)(1)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, 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. 8(L)(1)
7-18-23

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO DEVELOP THE RESILIENCE EDUCATION GRANT PROGRAM, SELECT ORGANIZATIONS FOR GRANT FUNDING, AND NEGOTIATE AND EXECUTE GRANT AGREEMENTS FOR THE RESILIENCE EDUCATION GRANT PROGRAM, IN THE TOTAL AMOUNT OF \$2,250,000.00, AND EXERCISE ALL PROVISIONS CONTAINED THEREIN; DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO PROVIDE AN ANNUAL REPORT; WAIVING THE REQUIREMENTS OF RESOLUTION NO. R-130-06

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

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

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

Section 2. Authorizes the County Mayor or County Mayor's designee to: (1) develop the Resilience Education Grant Program, a competitive grant program for nonprofit organizations in accordance with (a) the guidance in Implementing Order No. 3-15 set forth in the sections entitled Application Elements, Assessment Elements, Contract Elements, and Contract Monitoring Elements and Payment for Services, as applicable, and (b) the program priorities outlined in the accompanying memorandum; (2) select organizations for grant funding based on this process; and (3) negotiate and execute grant agreements for the Resilience Education Grant Program, in substantially similar form as Exhibit A, with selected grant recipients, and exercise all provisions contained therein, in the total amount of \$2,250,000.00 from FY 2022-23 funds allocated in the

adopted budget, for a contract term ending no later than two years from grant award, or March 30, 2026, whichever is earlier, subject to review and approval for form and legal sufficiency by the County Attorney's Office.

Section 3. Directs the County Mayor or County Mayor's designee to provide a written report on an annual basis detailing the grants awarded through the Resilience Education Grant Program and to place each completed report on an agenda of the full Board without committee review pursuant to rule 5.06(j) of the Board's Rules of Procedure.

Section 4. This Board waives the requirements of Resolution R-130-06 for the reasons stated in the accompanying memorandum.

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	

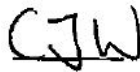
The Chairperson thereupon declared this resolution duly passed and adopted this 18th day of July, 2023. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override 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

JUAN FERNANDEZ-BARQUIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Christopher J. Wahl