

# MEMORANDUM

Agenda Item No. 8(L)(4)

---

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

**DATE:** November 7, 2023

**FROM:** Geri Bonzon-Keenan  
County Attorney

**SUBJECT:** Resolution approving grant to CodePath.org in the amount of \$250,000.00 from the Miami Rescue Plan Funds - Economic Development Activities to fund the Pathway to Tech program in Miami-Dade County and associated grant agreement; authorizing the County Mayor to execute grant agreement and exercise all provisions contained therein, including termination provisions

---

The accompanying resolution was prepared by the Regulatory and Economic Resources Department and placed on the agenda at the request of Prime Sponsor Chairman Oliver G. Gilbert, III.

  
Geri Bonzon-Keenan  
County Attorney

GBK/uw

MDC001

# Memorandum



**Date:** November 7, 2023

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

**From:** Daniella Levine Cava  
Mayor *Daniella Levine Cava*

**Subject:** Resolution Approving Grant Agreement to CodePath.org to fund the Pathway to Tech Program from the Fiscal Year 2022-2023 Miami Rescue Plan Funds – Economic Development Activities

---

## **Executive Summary**

This item is requesting that the Board of County Commissioners approve a grant agreement with CodePath.org (CodePath), a California not for profit corporation registered to do business in Florida, in the amount of \$250,000.00 to help local college students from traditionally underserved backgrounds access computer science jobs at leading technology companies. The program offers courses, mentorship, and help finding internships which result in 60% of students receiving offers for engineers and Chief Technology Officers.

To advance local workforce talent, the County wishes to establish a talent pipeline and upskill program with CodePath. CodePath is a 501(c)(3) tech education nonprofit that builds and manages college Computer Science courses led by professors. Their mission is specifically to provide computer science courses to enable underrepresented college computing students, regardless of the university they attend, to land their first technical internship and enter a competitive tech role after graduation.

## **Recommendation**

It is recommended that the Board of County Commissioners (Board) approve a Grant Agreement (Agreement) with CodePath, which is attached to the resolution, so CodePath may be awarded \$250,000.00 from the Fiscal Year 2022-2023 Miami Rescue Plan Funds – Economic Development Activities to fund the Pathway to Tech Program (Program). The Program builds on a national model to impact the default Computer Science curricula at higher education institutions. CodePath’s program guides students through a sequence of courses and career milestones that first builds their sense of confidence and belonging in tech and gives them a roadmap to chart their path into different industry tracks. The release of the grant funds is contingent upon an audit of the Program and its corresponding documentation to ensure compliance with all guidelines and requirements of the Grant Agreement.

## **Scope**

The impact of this Program is countywide.

## **Delegation of Authority**

If adopted, the resolution delegates the authority to the County Mayor or the County Mayor’s designee to execute the Agreement, for and on behalf of Miami-Dade County and to exercise all provisions contained therein.

**Fiscal Impact/Funding Source**

Funding for the Agreement with CodePath, comes from the Office of Innovation and Economic Development within the Department of Regulatory and Economic Resources, as adopted in the Fiscal Year 2022-2023 Miami Rescue Plan Funds- Economic Development Activities. Grant funding is disbursed through the county's non-departmental fund.

**Track Record/Monitor**

Francesca de Quesada Covey, Chief Innovation and Economic Development Officer in the Department of Regulatory and Economic Resources, will be responsible for verifying compliance with the terms of the Agreement.

**Background**

CodePath is a tech education nonprofit that builds and manages college Computer Science (CS) courses led by professors at 70+ colleges and universities and runs high-scale early talent programs for leading technology companies. Its mission is to enable underrepresented college computing students, regardless of the university they attend, to land their first technical internship and enter into a competitive tech role after graduation. Nationally, CodePath has trained more than 10,000 CS students at 70+ universities and students participating in CodePath courses are 3-5x more likely to enter into competitive tech careers than comparable peers.

CodePath has been working in Miami-Dade County for several years. A catalytic investment by The Knight Foundation in 2021 allowed for expansion in the region and it to work closely with three universities- Florida International University, Miami Dade College, and Florida Memorial University, to conduct gap analyses and create roadmaps of the activities that will be implemented on each campus to turn students into future innovators who will power Miami-Dade County's growing innovation economy. CodePath's approach in the region has yielded impressive results: out of 320 total Miami-Dade County-based students who completed CodePath courses in 2021 or 2022 and for whom employment data is available: 90 students have secured a full-time role and 57 secured technical internships at companies like Amazon, Microsoft, Salesforce, Workday, and many others.

With the support from Miami-Dade County, CodePath will further cement Miami-Dade's reputation as a hub for top tech talent by building a more equitable pathway to tech. CodePath is focused on helping students gain early paid work experience and helping universities offer more job-focused courses where students build real-world projects. This program will focus on helping Miami-based colleges achieve stronger career outcomes for students through the Pathway to Tech program.

Attachment



Jimmy Morales  
Chief Operations Officer



**MEMORANDUM**  
(Revised)

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

**DATE:** November 7, 2023

**FROM:**   
Gen. Bonzon-Keenan  
County Attorney

**SUBJECT:** Agenda Item No. 8(L)(4)

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)(4)  
11-7-23

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING GRANT TO CODEPATH.ORG IN THE AMOUNT OF \$250,000.00 FROM THE MIAMI RESCUE PLAN FUNDS - ECONOMIC DEVELOPMENT ACTIVITIES TO FUND THE PATHWAY TO TECH PROGRAM IN MIAMI-DADE COUNTY AND ASSOCIATED GRANT AGREEMENT; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE GRANT AGREEMENT AND EXERCISE ALL PROVISIONS CONTAINED THEREIN, INCLUDING TERMINATION PROVISIONS

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

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

**Section 1.** The foregoing recital is approved and incorporated into this resolution.

**Section 2.** This Board: (a) approves a grant to CodePath.org, in the amount of \$250,000.00 for the Pathway to Tech program, and a grant agreement for same in substantially the form attached hereto and made a part hereof; and (b) authorizes the County Mayor or County Mayor's designee to execute the grant agreement and to exercise all provisions contained therein, including termination.

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 7<sup>th</sup> day of November, 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.

MRP

Monica Rizo Perez

- Cost-based
- Performance-based
- Criminal Justice

**AGREEMENT**

This grant Agreement made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2023 by and between Miami-Dade County, a political subdivision of the State of Florida, through its Department of Regulatory and Economic Resources - Office of Innovation and Economic Development (hereinafter referred to as "County," "OIED), having its principal office at 111 NW 1st Street, 21<sup>st</sup>, Miami, Florida 33128, and the grantee, CodePath.org, a corporation organized and existing under the laws of the State of Florida, having its principal office at 5214F Diamond Heights Boulevard Unit #1154, San Francisco, CA 94131 (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 Innovation and Economic Development Officer ("OIED") or the Director's 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.

E. The words "Work," "Services," "Program," or "Project" shall mean all matters and things required to be done by the Provider in accordance with the provisions of this Agreement and the Scope of Work, Attachment A.

F. The word "review" shall mean inspection of original documentation and retention of copies of such documents associated with the administrative, fiscal, and programmatic functions of the Program(s) supported by Miami-Dade County General Funds.

G. The term "Program income" shall refer to the income received by the Provider directly from the activities funded under this Agreement or generated as a result of the use of the County's General Fund award.

H. The term "corrective action plan" shall refer to a set of actions taken by the Provider to correct an issue, problem, non-compliance or underperformance, and or a plan to improve performance and/or reduce risk.

I. The term "non-compliance" shall refer to failure to act in accordance with the requirements established by this Agreement including, but not limited to, the items identified as a breach in Article 16 of this Agreement.

**ARTICLE 2. AMOUNT PAYABLE**

Subject to available funds, the maximum provisional amount payable for services rendered under this contract shall not exceed:

CodePath.org \$250,000.00

Both parties expressly acknowledge availability of funding under this contract is at the County's sole discretion and is contingent upon an appropriation by the Board of County Commissioners and on the availability of funds. Both parties agree that should County funding be reduced, the amount payable under this Contract may be proportionately reduced at the sole discretion and option of the County.

All services undertaken by the Provider before the County's execution of this Contract shall be at the Provider's risk and expense.

It is the ongoing responsibility of the Provider to maintain sufficient financial resources to meet expenses incurred during the period between the provision of Services and payment by the County. Cost overruns are the sole responsibility of the Provider.

**ARTICLE 3. EFFECTIVE TERM**

Both parties agree that the Scope of Work under this Agreement is to be performed over a twelve-month period that commenced on October 1, 2022, and terminate at the close of business on September 30, 2023. The Effective Term of this Agreement shall commence on the date it is executed and shall expire on September 30, 2023.



**ARTICLE 4. SCOPE OF WORK**

The Provider shall render services in accordance with the Scope of Work, incorporated herein and attached hereto as Attachment A. 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.

**Overall Milestones**

- 250 unique Miami-Dade County students served during the grant term
- 60% of Miami-Dade County students from underserved backgrounds
  - Expect this to be our goal for every admissions period, very specific months
- 70% of students complete CodePath courses they enroll in
  - Timed at end of semesters, very specific months
- 5-10 employer partners
  - partners secured for VCF (now called EES) by August 2023
  - SITE partners secured in January 2023 (Salesforce)
  - ICP - we currently have 8 partners confirmed and 1 pending
- 64% of students secure technical internship within 6 months of CodePath course completion
  - At end of grant term for early data
  - After grant term for complete data
- Host event in Miami by June 2023
- Establish at least one for-credit CodePath course at a Miami-Dade County institution
  - 1 course secured as of March 2023
- Metric related to brand awareness
  - Event (# of attendees)
  - jointly published press release about CodePath + Miami Dade County

**Quarterly Milestones**

Q4 2022 (October, November, December)

- Run 3 or more Fall 2022 courses (Instructional Program Managers)
- Recruit students from Miami Dade College, Florida International University, and Florida Memorial University for 2023 courses and programming (Outreach Coordinator, Director of Immersive Programs, Director of Strategic Partnerships)
- 50 unique Miami-Dade County students served via courses and career services (Career Center Program Manager and Coach, Instructional Program Managers, Director of Programs, Director of Corporate Partnerships)
- Submit quarterly progress report and quarterly payment request forms

Q1 2023 – Jan, Feb, Mar

- Run 3 or more Spring 2023 courses
- Recruit students from 3 Miami-Dade County universities for Summer 2023 courses
- 60 unique Miami-Dade County students served during Spring 2023 (known by Feb/Mar)
- Secure and onboard one major employer for a pre-internship program
- Submit quarterly progress report and quarterly payment request forms

Q2 2023 - Apr, May, June

- Continue running 3 or more Spring 2023 courses
- Recruit students from 3 Miami-Dade County universities for Summer 2023 courses
- Launch 3 or more Summer 2023 courses
- 75 unique Miami-Dade County students served during Summer 2023 (known by June)
- Host 1 Miami-Dade County-based event attended by 50-100 students, university partners, and employer partners
- Submit quarterly progress report and quarterly payment request forms

Q3 2023 - July, Aug, Sept.

- Continue running 3 or more Summer 2023 courses
- Recruit students from 3 Miami-Dade County universities for Fall 2023 courses
- Launch 3 or more Fall 2023 courses
- 65 unique Miami-Dade County students served during Fall 2023 (known in Sept)
- 60% of Miami-Dade County students enrolled in CodePath courses are from underserved backgrounds – Black, Latino/a, Indigenous, first generation, or low income.
- 70% of students complete CodePath courses they enroll in (known by Aug/Sept.)
- 5-10 employer partners
  - For SITE, ICP, VCF (now called EES)
- 65% of students with technical internship within 6 months of CodePath course
  - Note: This will be an early number, data for all students served during grant term won't be complete until 2024.
- Submit quarterly progress report and quarterly payment request forms

**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 B, 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 B during the term of this Agreement. Budget modification requests must be submitted to OIED no later than thirty (30) days prior to the expiration of this Agreement, or August 31, 2023.

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 OIED, 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 OIED 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 Innovation and Economic Development (OIED), 111 N.W. 1st Street, 21<sup>st</sup> Floor, Miami, Florida 33128-1994, 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  
111 N.W. 1<sup>st</sup> Street, Suite 2340  
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 D) 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 B.

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 OIED 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 OIED, which is delivered by U.S. Mail or emailed to OIED, 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: Elizabeth Fernandez  
 Innovation & Economic Development Coordinator  
 Office of Economic Development  
 111 NW 1<sup>st</sup> Street. 21<sup>st</sup> Floor  
 Miami, FL 33128  
 Phone: (305) 375-1936  
 Email: efern01@miamidade.gov

**(2) To the Provider**

Michael Ellison, Co-Founder and CEO  
 CodePath.org  
 5214F Diamond Heights Boulevard, Unit #1154  
 San Francisco, CA 94131  
 Phone: (415) 475-9981  
 Email: michael@codepath.org

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 OIED; (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 Director of OIED or the Director'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 A) 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 B 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 B 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 OIED 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 OIED 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 OIED 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 OIED 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.

OIED shall monitor fiscal, administrative, and programmatic compliance with all the terms and conditions of the Agreement. The Provider shall permit the OIED 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 OIED 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 B of this Agreement.

A report of the OIED'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, OIED 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 OIED that will be attached to the final Report Card. Additionally, at OIED'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 OIED, 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 OIED'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 OIED Chief or the Chief's 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 OIED'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 OIED 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  
Department of Regulatory and Economic Resources  
111 N.W. 1st Street, 12<sup>th</sup> Floor  
Miami, Florida 33128  
Attention: Dominique Moody  
Email: [RERPublicRecords@miamidade.gov](mailto:RERPublicRecords@miamidade.gov)

**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](http://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 or 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 OIED 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 OIED 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 OIED 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 A) or suppliers to supply the materials, the Provider shall provide the names of the subcontractors and suppliers on the form attached as Attachment I. 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.

Pursuant to Implementing Order 3-15, the Director of OIED or the Director'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 OIED 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:

- Attachment A: Scope of Work
- Attachment B: Line Item Budget
- Attachment B-1: Payment Procedures
- Attachment C: Due Diligence Affidavit
- Attachment C-1: State Public Entities Crime Affidavit
- Attachment D: Background Screening Affidavit
- Attachment E: Monthly Payment Request
- Attachment F: Monthly Progress Report
- Attachment G: Quarterly Actual Expenditure Report (FOR PERFORMANCE-BASED CONTRACTS ONLY)
- Attachment H: Closeout Report
- Attachment I: List of Subcontractors and Suppliers (FOR CONTRACT AWARDS TOTALING \$100,000 OR MORE)
- Attachment J: Authorized Signature Form

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.

**CodePath.org**

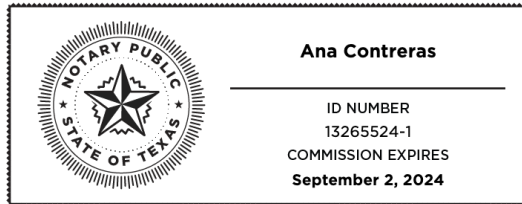
By: Michael William Ellison  
 Name: Michael Ellison  
 Title: Co-founder and CEO  
 Date: 06/09/2023

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, on this 9<sup>th</sup> day of June, 202<sup>3</sup>, by Michael Ellison (name) as CEO (title) for CodePath.org (name of agency). Said person is  personally known or  produced the following identification PASSPORT.

Signature:   
 Notary Public – State of ~~Florida~~ Texas,  
~~Miami-Dade County~~ Kaufman

Print Name: Ana Contreras

Notary Seal/Stamp:



Notarized online using audio-video communication

**MIAMI-DADE COUNTY**

ATTEST:

JUAN FERNANDEZ-BARQUIN  
CLERK OF THE COURT AND COMPTROLLER

MIAMI-DADE COUNTY, FLORIDA

By: \_\_\_\_\_

Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by County Attorney as  
to form and legal sufficiency.

By: \_\_\_\_\_

**ATTACHMENT A - SCOPE OF WORK**

**MIAMI-DADE COUNTY OFFICE OF MANAGEMENT AND BUDGET  
GRANTS COORDINATION**

**SECTION 1: GENERAL INFORMATION**

Name of Organization: CodePath.org  
Program Name: Pathway to Tech: Miami-Dade County Expansion  
Program Funding Amount: \$250,000 Contract Period: Oct 2022 - Sept 2023

**SECTION 2: PROGRAM PLAN**

**2.1 - Program Narrative/Summary**

(The program summary should include a detailed description of the program that will be funded by the Contract. This description should explain the goals of the program, how they will be achieved, how success or failure will be measured, what services you promise to deliver to what population and what results you expect to bring about.)

**Organizational Description**

CodePath is a tech education nonprofit that builds and manages college Computer Science (CS) courses led by professors at 70+ colleges and universities and runs high-scale early talent programs for leading technology companies. Our mission is to enable underrepresented college computing students, regardless of the university they attend, to land their first technical internship and enter into a competitive tech role after graduation. We partner with universities to expand the capacity of their CS departments – we deliver courses through the university system via student clubs or for-credit classes, teach students in-demand specialties like cybersecurity and mobile development, build their confidence through technical interview support courses, and then match them for interviews and internships with tech companies. Nationally, CodePath has trained more than 10,000 CS students at 70+ universities and students participating in CodePath courses are 3-5x more likely to enter into competitive tech careers than comparable peers.

CodePath impacts the employability of our computing students and expands the teaching capacity of CS departments, ensuring that students have the tools to thrive in a post-COVID workplace. We also help employers find high-quality, homegrown talent, while offering work experience, mentors, and internships for students. These efforts are intended to make the tech industry’s most competitive technical roles reflect the diversity of the population in Miami-Dade County – providing new pathways into tech and economic mobility for all.

**Regional Partnerships**

CodePath has been working in Miami-Dade County for several years. A catalytic investment by The Knight Foundation in 2021 allowed us to expand in the region and work closely with three universities (Florida International University [FIU], Miami Dade College [MDC], and Florida Memorial University [FMU]) to conduct gap analyses and create roadmaps of the activities that we will implement on each campus to turn students into future innovators who will power Miami’s growing innovation economy. Even in CodePath’s short time in the region, our approach has yielded impressive results: out of 320 total Miami-based students who completed CodePath courses in

## ATTACHMENT A - SCOPE OF WORK

2021 or 2022 and for whom employment data is available: 90 students have secured a full-time role and 57 secured technical internships at companies like Amazon, Microsoft, Salesforce, Workday, and many others. Employment numbers are expected to grow as we continue collecting student employment surveys. Progress at FIU, FMU, and MDC has been promising during our first year of comprehensive interventions, and all three universities adopted CodePath courses for Fall 2022 on a for-credit basis: FIU - iOS Development at FIU, FMU - Android Development (new course on this campus), and MDC - Cybersecurity (new course on this campus). CodePath is poised for significant impact during the next several years. Our roadmap at each school looks different based on the information we gathered during our gap analysis and will continue to evolve based on new learnings.

FIU has strong career center services; however, they are not specific to tech, particularly regarding technical mock interviews. There is a gap in technical interviewing preparation, as well as clear understanding of the need for this resource so students can break into tech, so the potential for CodePath's impact at this school is high.

At MDC, CS students are extremely job-focused, with many working jobs to help provide for their families while enrolled in school. Students are already signing up for CodePath's pre-internship programs. However, despite MDC's strong industry partnerships and students' interest in CS careers, students show a large gap when it comes to understanding the actual hiring process for technical jobs. When asked what he believes students' knowledge is of technical interviewing, one CS professor said, "Close to zero to 1 out of 10." In response, CodePath is offering MDC students seats in their Technical Interview Prep courses, and MDC faculty is also showing interest in adopting CodePath's Cybersecurity and Android courses because of students' interest in hands-on projects.

FMU has a small CS program but aspires to provide excellent instruction and become a tech and innovation hub. To bolster FMU's Computer Science department, CodePath reserved FMU-student spots for their Software Fundamentals 101 course. As a beginner-level course, SE101 offers an approachable entry point to CS for a general student population and acts as a gateway to CS studies.

### Program Description

With support from Miami-Dade County, we will further cement Miami's reputation as a hub for top tech talent by building a more equitable pathway to tech. CodePath is focused on helping students gain early paid work experience and helping universities offer more job-focused courses where students build real-world projects. This program will focus on helping Miami-based colleges achieve stronger career outcomes for students through the **Pathway to Tech program**, which builds on our national model to impact the default CS curricula at institutions. CodePath's program guides students through a sequence of courses and career milestones that first builds their sense of confidence and belonging in tech and gives them a roadmap to chart their path into different industry tracks. This starts with courses that teach specialized industry skills through hands-on projects.

## ATTACHMENT A - SCOPE OF WORK

As a freshman, they can take a class from an “Inspire” track which includes beginner coding labs, as well as industry panels with diverse professional engineers. As a sophomore or junior, they might take one or more classes from an “Industry” track, which prepares them for careers in different specialties such as Android development or Cybersecurity. Classes may be either non-credit or for-credit – in either case, they reinforce the skills needed for success.

Each summer, students can take a different level of an interview prep course, where they have an industry mentor and a small peer group. These courses culminate in a virtual career fair through CodePath’s career center where they are guaranteed multiple interviews with our industry partners. Through our career center, students gain industry access to thousands of software engineers through 1:1 mentoring, technical interview practice, resume support, and targeted career advising. Students also learn about job opportunities and recruiting events with our employer partners.

### Program Services and Results

As CodePath creates and refines new courses and programming nationally, Miami students and universities can opt-in to participating in our full suite of program offerings. In addition, this program will specifically focus on three activities to improve the employability of underrepresented computing students in Miami at FIU, MDC, and FMU. Our activities over the next 12 months will include:

*Partner with universities to determine suite of offerings*

To impact the default CS curricula at Miami institutions, CodePath is creating a roadmap for program activities that will be offered at FIU, MDC, and FMU. In partnership with professors and CS department administration, we are creating access for students to CodePath’s virtual and non-credit offerings, career center programs, and a priority for this next 12 months is securing agreements to expand CodePath’s for-credit, on-campus course offerings.

*Drive enrollment and completion of courses*

CodePath enrolls freshmen through seniors in our courses, and offers classes at various levels that meet students where they are technically to offer a challenging yet supportive learning environment. CodePath will hire selected professors, instructors, Tech Fellows, and TAs to grow enrollment at our three partner schools in the Miami area. As we’ve begun working with students in Miami, we’ve continued to notice gaps in career readiness and want to offer additional courses that are beginner-friendly and include coding in practical, industry-utilized languages to hook students early on. We expect that in the next year we will enroll 200-300 students, of which at least 60% will be Black, Latino/a, Indigenous, and/or from low-income families or the first in their family to attend college.

*Partner with employers through career center and immersive programs*

We have built a two-sided marketplace that connects underrepresented students on the supply side with potential employers on the demand side. During 2022, CodePath has been exploring partnerships with tech companies to offer paid internship and learning experience for college sophomores about to enter their junior year. Throughout this upcoming grant period, CodePath

**ATTACHMENT A - SCOPE OF WORK**

expects to partner with 5 to 10 employers to build connections between them and the students we serve, contributing to improved career outcomes for underrepresented CS students. We will partner with these employers to increase participation in Virtual Career Fairs or pre-internship programs.

CodePath's pre-internship program is called Summer Internship for Tech Excellence (SITE), and offers a 10-week hands-on program that gives students relevant technical work experience and weekly mentorship from the employer's software engineering teams. Students will be introduced to full-stack web development, gaining an understanding of database, back-end code, front-end code, testing, design, and deployment. Each day, students will participate in team meetings and workshops, with teaching assistants available for support. During the second half of the program, students will develop a capstone project of their own design. CodePath's pre-internship program will be launched in Summer 2023; your support will contribute to the program development and marketing of this opportunity to our Miami-based students.

*Drive company engagement and career outcomes*

CodePath has a goal that at least 65% of junior and senior students who access CodePath programming successfully secure technical employment within six months of graduation. This outcome, when viewed alongside our highly diverse student demographic data, demonstrates that CodePath is closing the unemployment and underemployment gap between underrepresented (Black, Latino/a, Indigenous, and low-income and first-in-family to attend college) and non-underrepresented students in CS.

By increasing our course and career center offerings on Miami campuses, and connecting students with employers through Virtual Career Fairs and skill-building opportunities, we will help students who do not currently have the technical skills, confidence, connections, and work experience to secure employment in competitive technical roles. We define these as jobs that lead to careers that are intellectually stimulating, financially rewarding, and have high ceilings for career progression and leadership, with minimum \$80k entry-level salaries and \$130k after 5 years.

*Miami-based event and brand awareness*

We are grateful for the philanthropic and government partners who have contributed to our expansion in Miami-Dade County, and would like to promote these partnerships while we build CodePath's brand awareness to increase student involvement and funding opportunities. CodePath has an Outreach Coordinator that oversees new partnerships in the Miami-area, and they will work closely with our Miami-based Director of Strategic Partnership to lead relationship-building and growth in the region. We expect to culminate these activities with an event in Miami that highlights our collaborations and launches our vision for the future.

**Program Goals and Measurement**

By building a culture of structured technical interviewing practice; launching an industry-aligned, beginner-friendly web development course; and launching early paid work opportunities for employers and students in Miami, we expect to see a measurable difference in employment outcomes and diversity in entry-level tech jobs within three years. Our aim is to equip our university

## ATTACHMENT A - SCOPE OF WORK

partners for sustainable change and to build a tech talent pipeline that connects determined and capable Miami-Dade residents to meaningful career pathways in the fast-growing tech sector, in Miami and nationally. Our overall program goal is to create equitable access to high-trajectory, wealth-creating jobs for Miamians and help employers find high-quality, diverse talent in Miami-Dade County's burgeoning pool of technical talent.

From October 2022 to September 2023, we will measure our success by monitoring the following short- and medium-term outcomes:

- Enroll 200-300 Miami students in CodePath courses or career center programming
- Reach underrepresented students, with at least 60% of the students in our Miami programs being from underserved backgrounds
- Offer supportive, engaging courses and ensure 70% of students complete the courses they enroll in
- Secure partnership for CodePath's for-credit offerings
- Partner with 5-10 employers through career center and immersive programs to support career outcomes for students
- Drive improved career outcomes with at least 65% of students who take at least one CodePath course attaining a technical internship within six months of exiting CodePath's programming
- Build brand awareness across universities, funders, and employer partners and host a Miami-based event by September 2023

Mayor Cava, Miami-Dade County, Knight Foundation, MDC, FMU, and FIU are invaluable partners in creating a higher education pathway for technical talent in Miami-Dade County. Funding and support from Miami-Dade County will play a critical role in expanding our reach and impact in the region.

### 2.2 – Client Eligibility and Demographics

**a. What target population(s) will this program serve?** (i.e., children/students, seniors, adults, families, general population, businesses etc.)

CodePath will bring best-in-class software engineering training and jobs to college students who have the largest historic barriers to success in tech – those who identify as Black, Latino/a, and Indigenous from low-income or first-generation backgrounds. These underrepresented college students risk failing in computing majors because of a lack of confidence and belonging, relevant technical skills, and access to work opportunities. Early disparities limit opportunities to engage with tech in K-12 education, and gaps of confidence, skills, and access are directly related to experience growing up in low-income communities. A college degree has a significant impact on a person's lifelong income and can be a path out of poverty -- and a career in the tech industry even more so. Our students are often graduates of Title I high schools, have no prior programming background, don't know anyone in the tech industry, are commuting to college, working part-time jobs, and often helping take care of younger siblings. These institutional barriers began for many

**ATTACHMENT A - SCOPE OF WORK**

during childhood, and because college can be a financial turning point, our program addresses the concerns of low-income students at this critical time in a young person's life.

In determining university partners for reaching our target population and creating systems -change, we have mapped out all colleges that offer computing degrees, the number of computing students, and the populations at those schools. Through this work, we identified high -priority targets for university partners in Florida, specifically FIU and MDC. Additionally, Historically Black College or Universities (HBCUs) like FMU, play a role in our employer partner strategy, not because of enrollment, but because they value cultivating Black talent and investing in Black communities.

With nearly 400 graduates with computing degrees and 2,300 students in the CS program, FIU is one of the top 50 largest Computer Science institutions overall, and it ranks #2 when looking at CodePath's target population of Black, Latino/a, Indigenous students. FIU is the #1 institution granting engineering and computing degrees to Latino/a students and #6 for Black students. About 21% of FIU's CS and engineering undergraduates are first-generation students.

MDC has a strong Computer Science student community and sees high engagement in student clubs, with its largest being Computer Club, Florida Engineering Society, Society of Hispanic Professional Engineers, and Wolfson Cybersecurity. While MDC's CS department enrollment is smaller than FIU, it has the largest Latino/a and 3rd largest Black undergraduate enrollment in the country and awards the most associate degrees to Latino/a and Black Americans. Nearly 70% of MDC students work while attending college and 67% are low -income. Given these demographics, CodePath is carefully considering student needs as we tailor our approach to program implementation at MDC.

As the only HBCU in South Florida, FMU is a landmark institution, yet it is often overlooked. While FMU is significantly smaller than both MDC and FIU, CodePath chose to partner with FMU to support their Computer Science department goal to become a tech and innovation hub.

We will serve approximately 250 students at FIU, MDC, and FMU throughout the 2022 -23 school year and during summer 2023, and we expect at least 60% of these will be in our primary or secondary target populations of Black, Latino/a, Indigenous, low -income, or first generation to attend college. This program will build a broader, more inclusive pipeline of talent that reflects the diversity of Miami's community, giving all young people in Miami opportunities in the tech and innovation economy.

**b. What is the age range of clients participating in the program?**

Clients participating in the program are computing students enrolled in college. Students may be young adults (18-25) or returning to college as adults.

**c. What are the eligibility standards for clients benefitting from the program?** (i.e., low-income children enrolled in public schools, low-income elders that do not qualify for food stamps, youth referred by JSD or DJJ, school-aged children with truancy issues, etc.)



**ATTACHMENT A - SCOPE OF WORK**

This program is open to all students enrolled in a college or university. Our primary target population is Black, Latino/a, and Indigenous computing college students because they are the most underrepresented in the field and have faced the most systemic barriers in education and the workforce. By serving our primary target population, we are also able to reach others who face barriers to careers in tech: our secondary target population includes students from low -income backgrounds or first -generation college-going students. However, we do not have eligibility standards, and all currently-enrolled university students are able to take our courses.

**d. In what Commission District(s) are program services provided. (Check all that apply.)**

- |   |                                       |                                       |                                       |
|---|---------------------------------------|---------------------------------------|---------------------------------------|
| Countywide: <input checked="" type="checkbox"/> | District 1: <input type="checkbox"/>  | District 2: <input type="checkbox"/>  | District 3: <input type="checkbox"/>  |
| District 4: <input type="checkbox"/>            | District 5: <input type="checkbox"/>  | District 6: <input type="checkbox"/>  | District 7: <input type="checkbox"/>  |
| District 8: <input type="checkbox"/>            | District 9: <input type="checkbox"/>  | District 10: <input type="checkbox"/> | District 11: <input type="checkbox"/> |
| District 12: <input type="checkbox"/>           | District 13: <input type="checkbox"/> |                                       |                                       |

**e. Based on the amount of funding being provided by the County, what is the maximum capacity for the program? (i.e., how many slots can the program accommodate for the amount of funding being provided by the County?)**

We can reach approximately 250 students at three Miami-based universities during this one-year grant period with an award of \$250,000.

**2.3 – Program Detail**

**a. If applicable, what are the completion requirements of the program? (i.e., participate in trainings for eight weeks; attend five (5) counselling sessions; demonstrate improvement in the subject matter being addressed; test negative for substance use, etc.)**

CodePath offers a variety of for-credit or non-credit CS courses, depending on the campus, in addition to career center programming. Each course has its own requirements for attendance, assignments, and proof of mastery, and lasts for a full semester (either fall, spring, or summer). We expect that at least 70% of students will complete any CodePath course they enroll in. Students can opt-in to as many courses and activities as they would like to support their pathway to a career in the tech industry.

**b. Is there follow up provided for target group (i.e., three (3) month, six (6) month, and nine (9) month)? If so, please describe:**

We offer programming through all four years of a student’s time at university. After graduation or exiting the CodePath services, we have light-touch engagement such as emails, newsletters, and surveys to gather career outcome information about our students.

**c. Is there any time gap/breaks in your program? (i.e., Summer Break, Winter Break, Holidays)**

**ATTACHMENT A - SCOPE OF WORK**

CodePath’s courses follow the university schedule, with classes offered during the fall, spring, and summer terms. Any breaks between semesters are also breaks in our programming, in addition to winter break and typical school holidays. Career services are available to students throughout the year, excepting the last two weeks of the year when our offices close for the holidays.

**2.4 – Profile of Services**

<b>Activity #1</b>	<b>Partner with universities to determine suite of offerings</b>
Location(s)	FIU, MDC, and FMU in Miami-Dade County
Number of unduplicated clients	250 students
Frequency	Annually; to be completed by March 2023
<b>Objective:</b> Partner with three Miami-based universities to determine suite of CodePath offerings to improve career outcomes for underrepresented CS students	
Output→	<ul style="list-style-type: none"> <li>• Determine with each university 2023 program activities at FIU, MDC, and FMU</li> <li>• Work with university faculty to secure partnership for CodePath’s for-credit offerings</li> </ul>
Anticipated Outcome→	CodePath will offer a set of for-credit offerings that support industry-relevant work and secure at least one for-credit partnership create a set of new for-credit courses that support the web development learning pathway that can scale to reach many Miamians
Method of Measurement →	Internal assessment of roadmap completion, course code(s) for for-credit offering

**ATTACHMENT A - SCOPE OF WORK**

<b>Activity #2</b>	<b>Drive enrollment and completion of courses</b>
Location(s)	FIU, MDC, and FMU in Miami-Dade County
Number of unduplicated clients	Approximately 250 students
Frequency	Annually; cumulative measurement in September 2023
<b>Objective:</b> Drive enrollment and completion of CodePath courses to contribute toward improved career outcomes for underrepresented CS students.	
Output→	<ul style="list-style-type: none"> <li>● Enroll 200 - 300 Miami students</li> <li>● 60% of students will be from underserved backgrounds</li> <li>● At least 70% of students complete CodePath courses they enroll in</li> </ul>
Anticipated Outcome→	CodePath will increase the number of students pursuing tech careers
Method of Measurement →	Internal learning management system tracks course enrollment, completion, and demographics

<b>Activity #3</b>	<b>Partner with employers through career center and immersive programs</b>
Location(s)	Miami-Dade County
Number of unduplicated clients	5-10 employers
Frequency	Annually; cumulative measurement in September 2023
<b>Objective:</b> Partner with 5 - 10 employers through career center and immersive programs to build connections that contribute to improved career outcomes for underrepresented CS students.	
Output→	5 - 10 employers participate in CodePath's Virtual Career Fair, Summer Internship for Technical Excellence (SITE) or Internship Connection Program
Anticipated Outcome→	CodePath will increase the number of students securing internship and full-time roles
Method of Measurement →	Internal record keeping of employer partnerships

**ATTACHMENT A - SCOPE OF WORK**

<b>Activity #4</b>	<b>Drive company engagement and career outcomes</b>
Location(s)	Miami-Dade County
Number of unduplicated clients	250 students
Frequency	Ongoing
<b>Objective:</b> Drive company engagement and career outcomes by connecting underrepresented CS students to tech companies	
Output→	At least 65% of students who exit CodePath programming after taking at least one course will receive a technical internship within six months
Anticipated Outcome→	CodePath will increase the number of students securing internship and full-time roles
Method of Measurement →	CodePath uses student surveys and LinkedIn data to collect technical internship and career outcomes information

<b>Activity #5</b>	<b>Miami-based event and brand awareness</b>
Location(s)	Miami-Dade County
Number of unduplicated clients	N/A
Frequency	Ongoing; event in 2023
<b>Objective:</b> Build brand awareness across universities, funders, and employer partners to scale our efforts and make programs more sustainable	
Output→	Host event in Miami to bring together universities, funders, employer partners, and community members by September 2023
Anticipated Outcome→	Confirm at least one new funding partner to increase program sustainability for our Miami programming by September 2023
Method of Measurement →	Event attendance records, funding commitments from additional partners

**SECTION 3: ORGANIZATIONAL SUPPORT ACTIVITIES****3.1 - Describe how your organization will publicize availability of this program to the community**

CodePath has invested in staff members who have primary responsibilities to build partnerships and publicize our programs to those who can benefit. Victoria Angulo is our Director, Strategic Partnerships - Miami. Since joining CodePath in 2020, Victoria has helped the organization scale its university partnerships from 25 to more than 70 across the nation and grown CodePath's footprint to serve more than 10,000 college students today. Victoria has a proven track record of catalyzing partnerships, and she is passionate about helping Black and Latina/o students persist in their pathways to economic mobility.

More recently, Victoria has focused on supporting the budding tech ecosystem in her hometown, Miami. She works closely with students, college faculty, philanthropic organizations, and corporate

**ATTACHMENT A - SCOPE OF WORK**

partners to understand how CodePath's programs can be implemented to best help Miamians achieve technical excellence, gain access to coveted engineering positions, and deliver systemic impact back to the community. Victoria is a member of United Way Young Leaders and the Upsilon Pi Epsilon (UPE) FIU Alumni Association and her network has been a useful connection point for CodePath's expansion in the region.

The Knight Foundation has been instrumental in making introductions to university staff and other community stakeholders who can help us build brand awareness and promote our program. Our staff members also strategically build relationships with university staff members to integrate our courses and programs into CS departments. The CodePath team will work closely with the provost, dean, Computer Science chair, and administration at FIU, MDC, and FMU. We also team up with alumni and student groups to maximize awareness of our programs. This includes student officers at relevant organizations like National Society of Black Engineers (NSBE) or Society of Hispanic Professional Engineers (SHPE). At FIU, we became an official partner with their chapter of UPE, the largest technology student organization at FIU, to spread awareness. UPE offers hackathons, mentorship, and other opportunities for students to develop technically and professionally. UPE is very interested in our courses that support technical interviewing skills. We also identify students who have previously taken a remote CodePath class to engage them to promote courses to their classmates.

**3.2 - How will your organization provide continuous quality control of this program, including its staff and operations?**

CodePath's programs and courses are powered by our proprietary learning management system. Our custom platform software suite incorporates a number of different tools intended to help us manage course implementation and programming and continuous quality control, including multi-step admissions and application processes, a custom learning management system, and custom gradebook, reporting, and student support systems. Professors and instructors can rely on this software to support their course implementation, and CodePath relies on it to keep programming consistent across sites.

We have staff who are responsible for quality improvement of our courses and other programs, and we build our curriculum with leading technology experts and make them open and editable to universities and content experts to help our partners learn from each other and keep content relevant. Program Managers monitor trends in the tech industry, feedback from students, and observable gaps in skills so that we can make adjustments to our course offerings and accommodate differences at each school to best meet student needs while remaining true to our industry-aligned curriculum and career services.

By signing below, I certify that the information provided on this Scope of Work is true and accurate.

CBO

\_\_\_\_\_  
Print Name / Signature

\_\_\_\_\_  
Date

Contract #: \_\_\_\_\_  
Program: \_\_\_\_\_

**ATTACHMENT A - SCOPE OF WORK**

**Miami-Dade  
County**

\_\_\_\_\_  
**Print Name / Signature**

\_\_\_\_\_  
**Date**

Agency Approval: \_\_\_\_\_ Signature / Date: \_\_\_\_\_

Print Name: **Michael Ellison, Co-founder and CEO**

Fiscal (cost basis only) - Accountant \_\_\_\_\_ Supervisor \_\_\_\_\_

**Organization Name**  
[CodePath.org](http://CodePath.org)

**Budget Period**  
10/1/2022 to 9/30/2023

County Approval: \_\_\_\_\_

Object Class Categories	Total Cost to Agency by Revenue Source						Total Cost to Agency For the Budget Period	% Charged to County	% Charged to Other Funding Sources	Total % All Funding	Justification
	County		Other Funding Source(s)		%						
	Pathway to Tech	Amount	%	Amount		%					
<b>DIRECT COSTS:</b>											
<b>Instructional Program Manager</b>	18,000	10.0%	0.0%	82,000	82.0%	100,000	10.0%	82.0%	92%	Annual salary of \$100K for 40 hours per week x 52 weeks per year. Payroll is processed bi-weekly. Manages CodePath's Connected Classrooms.	
Fringe Benefits		0.0%	0.0%	20,000	100.0%	20,000	0.0%	100.0%	100%	Medical, dental and vision benefits, payroll taxes (federal, unemployment and workers comp)	
<b>Instructional Program Manager</b>	18,000	18.0%	0.0%	82,000	82.0%	100,000	18.0%	82.0%	100%	Annual salary of \$100K for 40 hours per week x 52 weeks per year. Payroll is processed bi-weekly. Manages immersive programs, including internships.	
Fringe Benefits		0.0%	0.0%	20,000	100.0%	20,000	0.0%	100.0%	100%	Medical, dental and vision benefits, payroll taxes (federal, unemployment and workers comp)	
<b>Instructional Program Manager</b>	18,000	18.0%	0.0%	82,000	82.0%	100,000	18.0%	82.0%	100%	Annual salary of \$100K for 40 hours per week x 52 weeks per year. Payroll is processed bi-weekly. Manages CodePath's Technical Interview Prep program.	
Fringe Benefits		0.0%	0.0%	20,000	100.0%	20,000	0.0%	100.0%	100%	Medical, dental and vision benefits, payroll taxes (federal, unemployment and workers comp)	
<b>Instructional Program Manager</b>	18,000	18.0%	0.0%	82,000	82.0%	100,000	18.0%	82.0%	100%	Annual salary of \$100K for 40 hours per week x 52 weeks per year. Payroll is processed bi-weekly. Hires and trains CodePath's instructors.	
Fringe Benefits		0.0%	0.0%	20,000	100.0%	20,000	0.0%	100.0%	100%	Medical, dental and vision benefits, payroll taxes (federal, unemployment and workers comp)	
<b>Career Center Program Manager</b>	18,000	18.0%	0.0%	82,000	82.0%	100,000	18.0%	82.0%	100%	Annual salary of \$100K for 40 hours per week x 52 weeks per year. Payroll is processed bi-weekly. Manages CodePath's Career Center programs.	
Fringe Benefits	-	0.0%	0.0%	20,000	100.0%	20,000	0.0%	100.0%	100%	Medical, dental and vision benefits, payroll taxes (federal, unemployment and workers comp)	
<b>Outreach Coordinator, Miami</b>	36,000	60.0%	0.0%	24,000	40.0%	60,000	60.0%	40.0%	100%	Annual salary of \$60K for 40 hours per week x 52 weeks per year. Payroll is processed bi-weekly. Supports Miami-based students with career coaching.	
Fringe Benefits		0.0%	0.0%	12,000	100.0%	12,000	0.0%	100.0%	100%	Medical, dental and vision benefits, payroll taxes (federal, unemployment and workers comp)	
<b>Director of Corporate Partnerships</b>	36,000	24.0%	0.0%	114,000	76.0%	150,000	24.0%	76.0%	100%	Annual salary of \$150K for 40 hours per week x 52 weeks per year. Payroll is processed bi-weekly. Secures corporate partnerships for career center.	
Fringe Benefits		0.0%	0.0%	30,000	100.0%	30,000	0.0%	100.0%	100%	Medical, dental and vision benefits, payroll taxes (federal, unemployment and workers comp)	
<b>Career Center Coach</b>	50,000	50.0%	0.0%	50,000	50.0%	100,000	50.0%	50.0%	100%	Annual salary of \$100K for 40 hours per week x 52 weeks per year. Payroll is processed bi-weekly.	
Fringe Benefits		0.0%	0.0%	20,000	100.0%	20,000	0.0%	100.0%	100%	Medical, dental and vision benefits, payroll taxes (federal, unemployment and workers comp)	
<b>Director of Immersive Programs</b>	19,000	12.7%	0.0%	131,000	87.3%	150,000	12.7%	87.3%	100%	Annual salary of \$150K for 40 hours per week x 52 weeks per year. Payroll is processed bi-weekly. Oversees the success of our immersive programs, including STE and other internships.	
Fringe Benefits		0.0%	0.0%	30,000	100.0%	30,000	0.0%	100.0%	100%	Medical, dental and vision benefits, payroll taxes (federal, unemployment and workers comp)	

Object Class Categories	Total Cost to Agency by Revenue Source							Total Cost to Agency For the Budget Period	% Charged to County	% Charged to Other Funding Sources	Total % All Funding	Justification	
	County		Other Funding Source(s)		Amount	%	Amount						%
	Pathway to Tech	Amount	%	Amount									
<b>DIRECT COSTS:</b>													
Director of Programs	19,000	12.7%	0.0%	131,000	87.3%	150,000	150,000	12.7%	87.3%	100%	Annual salary of \$150K for 40 hours per week x 52 weeks per year. Payroll is processed bi-weekly. Oversees the success of CodePath's Programs.		
Fringe Benefits		0.0%	0.0%	30,000	100.0%	30,000	30,000	0.0%	100.0%	100%	Medical, dental and vision benefits, payroll taxes (federal, unemployment and workers comp)		
		0.0%	0.0%		0.0%	-	-	0.0%	0.0%	0%			
		0.0%	0.0%		0.0%	-	-	0.0%	0.0%	0%			
		0.0%	0.0%		0.0%	-	-	0.0%	0.0%	0%			
		0.0%	0.0%		0.0%	-	-	0.0%	0.0%	0%			
		0.0%	0.0%		0.0%	-	-	0.0%	0.0%	0%			
		0.0%	0.0%		0.0%	-	-	0.0%	0.0%	0%			
<b>SUBTOTAL</b>	<b>250,000</b>			<b>1,082,000</b>		<b>1,332,000</b>	<b>1,332,000</b>						



**ATTACHMENT B-1  
PAYMENT PROCEDURES**

A. **Cost-Based Contracts: Reimbursement and Advances.** The parties agree that this is a **cost-based** Agreement and that the Provider shall be paid through reimbursement payment based on the budget approved under this Contract (see Attachment B) and when **complete and proper documentation** of service delivery and incurred expenses are provided to the County. Proper documentation includes, but is not limited to, itemized vendor invoices showing the service date or order date coinciding with the fiscal period (note, itemized list of items purchased must be related to the approved budget and scope of work), proof of payment to include a copy of the cancelled check, or ACH confirmation and a copy of the related bank statement, client lists to substantiate the quantity of materials/supplies ordered, or event listing, payroll register and summary for staff budgeted, and fully executed subcontract agreements, pre-approved by OMB-GC. If the actual performance levels of the program(s) covered by this agreement are less than the expected performance levels, then the County may adjust payments, recapture the funded award, or seek repayment based on the level of performance. The County reserves the right to disallow any expenditures unrelated to the approved budget and scope of work, which may include purchase of items and materials not contemplated in the budget, staff substitutions that were not pre-approved by the County, expenses exceeding the budget by more than 15 percent, improperly documented expenses (i.e. lacking invoices, bank statements, cancelled checks, payroll documents, etc.) and expenses incurred outside the contract period. The County, at its sole discretion, may request additional supporting documentation for any expenditures that require further validation. Upon proper and complete execution of this Contract (to include proof of insurance), and submission of a request for payment on the Provider's letterhead, the County may provide the Provider with twenty-five percent (25%) of the Contract amount in advance. The Provider's request for this advance payment must be submitted in writing and must specify the reasons and justifications for such advance payment. It need not be accompanied by a detailed expenditure report. The County shall have the sole discretion in choosing whether or not to provide any advance payments and is not obligated to do so under any circumstances. Advance payments in excess of 25% of the Contract amount may be approved by the Mayor, the Deputy Mayor/OMB Director as the Mayor's Designee, or the Deputy Mayor/OMB Director's designee for this purpose.

B. **Monies Owed to the County.** The County reserves the right, in its sole discretion, to reduce payments to the Provider in order to recapture any monies owed to the County. In accordance with County Administrative Order No. 3-29, a Provider that is in arrears to the County is prohibited from obtaining new County contracts or extensions of contracts until such time as the arrearage has been paid in full or the County has agreed in writing to an approved re-payment plan.

Additionally, in accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Provider to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Provider under this Contract. Such retained amount shall be applied to the amount owed by the Provider to the County. The Provider shall have no further claim to such retained amount(s) which shall be deemed full accord and satisfaction of the amount due by the County to the Provider for the applicable payment due herein.

C. **No Payment of Subcontractors.** In no event shall County funds be advanced or paid by the County directly to any subcontractor hereunder. Payment to approved subcontractors shall be made by the Provider following requirements and limitations as detailed in Article 22 of this Agreement.

**D. Requests for Payment.** The County agrees to pay all budgeted costs incurred by the Provider that are allowable under the County guidelines. In order to receive payment for allowable costs, the Provider shall submit a Monthly Payment Request (Attachment F) and a Monthly Progress Report (Attachment G) on forms provided by the OMB-GC. The OMB-GC must receive the Monthly Payment Request and the Monthly Progress Report no later than the 21st day of the month following the month in which services were provided. The Monthly Payment Request shall reflect the expenses incurred by the Provider for the month in which services were rendered and documented in the Monthly Progress Report. Upon submission of satisfactory required monthly reports, the OMB-GC shall make payment. If the Provider is not meeting its expected expenditure rates, then a corrective action plan must accompany the Provider's Monthly Payment Request.

The County will not approve payments for in-kind or volunteer services provided by the Provider on behalf of the project. The OMB-GC shall accept originals of invoices, receipts, and other evidence of indebtedness as proof of expenditures. When original documents cannot be produced, the Provider must adequately justify their absence in writing and furnish copies as proof of the expenditures.

**E. Processing the Payment Request.** After the OMB-GC staff reviews and approves the payment request, the OMB will submit a payment request to the County's Finance Department (Attachment F). The County's Finance Department will issue payment via Automated Clearing House (ACH) or mail the check directly to the Provider at the address listed in Article 13 of this Agreement unless otherwise directed by the Provider in writing. The parties agree that the processing of a payment request from date of submission by the Provider shall take a maximum of forty-five (45) days from receipt of a complete and accurate payment request, pursuant to the County's Sherman S. Winn Prompt Payment Ordinance (Ordinance 94-40), Section 2-8.1.4 of the Code of Miami-Dade County, Administrative Order No. 3-19, and the Florida Prompt Payment Act, if supporting documentation/invoices are properly documented as determined by the County in its sole discretion. It is the responsibility of the Provider to maintain sufficient financial resources to meet the expenses incurred during the period between the provision of services and payment by the County.

Failure to submit monthly reimbursement requests with supporting documentation in a manner deemed correct and acceptable by the County, by the 21st day of each month following the month in which the service was delivered, shall be considered a breach of this Agreement and may result in termination of this Agreement.

**F. Final Request for Payment.** A final request for payment from the Provider will be accepted by the OMB-GC up to thirty (30) days after the expiration of this Agreement. If the Provider fails to comply, all rights to payment shall be forfeited. The request for the final payment may include accruals of the personnel costs listed in Attachment B, which the Provider is obligated to pay after the close of the period for services provided within the term of the Agreement.

**G. Closeout Reporting Process/Recapture of Funds.** Upon the expiration of this Contract, the Provider shall submit Closeout Report documents to the OMB no more than thirty (30) days after the expiration of this Contract. These documents shall include a cumulative contract year-end summary of the Provider's program performance, the Contract Year-End Closeout Report, and the Property Inventory Report. If after receipt of these documents, the OMB-GC determines that the Provider has been paid funds not in accordance with the Contract, and to which the Provider is not entitled, the Provider shall return such funds to the County or submit appropriate documentation. The County shall have the sole discretion in determining whether the Provider is entitled to such funds and the County's decision on this matter shall be binding. Additionally, any unexpended or unallocated funds shall be recaptured by the County.



**ATTACHMENT C  
DUE DILIGENCE AFFIDAVIT**

Applicant Name: CodePath.org

Address: 5214F Diamond Heights Boulevard Unit #1154, San Francisco, CA 94131

Telephone Number: (415) 475-9981

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. Within the past five (5) years, neither the Organization nor its directors, partners, principals, members or board members:
  - (i) have been sued by a funding source for breach of contract or failure to perform obligations under a contract;
  - (ii) have been cited by a funding source for non-compliance or default under a contract;
  - (iii) have been a defendant in a lawsuit based upon a contract with a funding source.

Please list any matters, which prohibit the Organization from making the certifications required, and explain how the matters are being resolved (use separate sheet if necessary):

\_\_\_\_\_  
\_\_\_\_\_

This is certified by my signature:

MICHAEL ELLISON

Applicant's Signature

Print Applicant's Name

Date

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, on this \_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_ (name) \_\_\_\_\_ as \_\_\_\_\_ (title) \_\_\_\_\_ for \_\_\_\_\_ (name of agency) \_\_\_\_\_. Said person is  personally known or  produced identification.

Signature:

\_\_\_\_\_  
Notary Public – State of Florida,  
Miami-Dade County \_\_\_\_\_

Print Name:

\_\_\_\_\_

Notary Seal/Stamp:

**ATTACHMENT C-1  
SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted to **Miami Dade County**

by **MICHAEL ELLISON, Co-founder and CEO**  
(Print individual's name and title)

for **CodePath.org**  
(Print Name of entity submitting sworn statement)

whose business address is **5214F Diamond Heights Boulevard Unit #1154, San Francisco, CA 94131**

and if applicable its Federal Employer Identification Number (FEIN) is **81-5338932**  
If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

2. I understand that a "public entity crime" as defined in paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to public entity or agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misinterpretation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:

A. A predecessor or successor of a person convicted of a public entity crime; or

B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime

The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States within the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THAT PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
(Signature)

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_(name) \_\_\_\_\_ as \_\_\_\_\_(title)\_\_\_\_\_ for \_\_\_\_\_(name of agency)\_\_\_\_\_. Said person is  personally known or  produced identification.

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

Print Name: \_\_\_\_\_

Notary Seal/Stamp:

**ATTACHMENT D**

**Affidavit for Level 2 Background Screenings**

Affidavit Affirming Compliance with  
Background Screening for Provider Personnel  
And/or Volunteers, Subcontracted Personnel, as applicable

In accordance with Chapter 435, 402, 39.001, and 1012.465 Florida Statutes, and pursuant to the requirements of Article 9, Background Screening of this Contract, the undersigned affiant makes the following statement under oath, under penalty of perjury, which is a first degree misdemeanor, punishable by a definite term of imprisonment not to exceed one year and/or a fine not to exceed \$1,000, pursuant to Sections, 837.012 and 775.082, Florida Statutes.

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

Before me, the undersigned authority, personally appeared **MICHAEL ELLISON, Co-founder and CEO**  
Authorized Provider Representative

of CodePath.org who being by me first duly sworn, deposes and says:  
(Name of Contracted Provider)

I swear and affirm that the above-named contracted Provider is compliant with the requirements for personnel background screening detailed in Article 9 of this Contract, including but not limited to Chapter 435, 402, 39.001, and 1012.465 Florida Statutes, and Section 26-38 of the Code of Miami-Dade County, as applicable, for all personnel having direct contact with vulnerable populations or those that have access to their personal information or records.

\_\_\_\_\_  
(Signature of CEO/Exec. Dir.)

Date: \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_ (name) \_\_\_\_\_ as \_\_\_\_\_ (title) \_\_\_\_\_ for \_\_\_\_\_ (name of agency) \_\_\_\_\_. Said person is  personally known or  produced identification.

Attest:

\_\_\_\_\_  
Notary Public – State of  
Florida, Miami-Dade County  
\_\_\_\_\_

Print Name:  
\_\_\_\_\_

Notary Seal/Stamp:

**ATTACHMENT E**

Contracts and Grants Unit Stamp	Fiscal Unit Stamp
(FOR IWA PURPOSES)	

**MIAMI-DADE COUNTY**  
**OFFICE OF MANAGEMENT AND BUDGET**  
**GRANTS COORDINATION**  
**COST-BASED CONTRACT**  
**MONTHLY PAYMENT REQUEST**

**FY 2022-23**



<b>Agency Name:</b>	<a href="#">CodePath.org</a>	<b>Allocation Amount:</b>	\$250,000
<b>Agency Address:</b>	5214F Diamond Hts Blvd Unit #1154 San Francisco, CA 94131	<b>Contract Number:</b> (Include Allocation Letter)	
<b>Remit to Address:</b>	5214F Diamond Hts Blvd Unit #1154 San Francisco, CA 94131	<b>Agreement Period:</b>	10/1/2022 - 9/30/2023
<b>Contact Person:</b>	Victoria Angulo, Director of Strategic Partnerships	<b>Ordinance Number:</b>	
<b>Telephone:</b>	(305) 878-7640	<b>Date:</b>	May 16, 2023
<b>Program Name:</b>	Pathway to Tech: Miami-Dade County Expansion		

Print Month and Year Below:

<b>Actual operating expenses covering the Month of:</b>	<b>October 2022</b>	<b>are outlined in Column II below:</b>
---	---------------------	---

Approved Budget Line Items	I. Approved Budget Amount	II. Monthly Expenses	III. OMB Use Only (Do not write in this column)
<b>DIRECT COSTS:</b>			

To avoid delays in payment, provide complete back-up documentation for all expenses listed in Column II and provide appropriate authorization on the signature page



Approved Budget Line Items	I. Approved Budget Amount	II. Monthly Expenses	III. OMB Use Only (Do not write in this column)
<b>INDIRECT COSTS:</b>			
<b>TOTALS:</b>	-	-	-
	\$	\$	\$

Do not fill out this section:	
<b>CASH ADVANCE APPLIED:</b>	
<b>AMOUNT TO PAY:</b>	

**AUTHORIZATION**

I hereby certify that this expense report submitted by the undersigned constitutes approved budget expenses during the period listed above, and that no expenses for which reimbursement is requested has been or will be reimbursed by any other funding sources.

Michael Ellison

Executive Director / Agency Designee Print Name

Executive Director / Agency Designee Signature

Co-Founder & CEO

Print Title

May 16, 2023

Date

County/Department Use Only

C.O. NOTE:

C.O. APPROVED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

FISCAL PREPARED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

INVOICE #:	
VENDOR #:	
AMOUNT TO PAY:	

**SUPPORTING DOCUMENTATION FOR THIS PAYMENT ON FILE WITH DEPARTMENT**

**ATTACHMENT E**

Contracts and Grants Unit Stamp	Fiscal Unit Stamp
(FOR IWA PURPOSES)	

**FY 2022-23**

**MIAMI-DADE COUNTY**  
**OFFICE OF MANAGEMENT AND BUDGET**  
**GRANTS COORDINATION**  
**COST-BASED CONTRACT**  
**MONTHLY PAYMENT REQUEST**



<b>Agency Name:</b>	<a href="#">CodePath.org</a>	<b>Allocation Amount:</b>	\$250,000
<b>Agency Address:</b>	5214F Diamond Hts Blvd Unit #1154 San Francisco, CA 94131	<b>Contract Number:</b> (Include Allocation Letter)	
<b>Remit to Address:</b>	5214F Diamond Hts Blvd Unit #1154 San Francisco, CA 94131	<b>Agreement Period:</b>	10/1/2022 - 9/30/2023
<b>Contact Person:</b>	Victoria Angulo, Director of Strategic Partnerships	<b>Ordinance Number:</b>	
<b>Telephone:</b>	(305) 878-7640	<b>Date:</b>	May 16, 2023
<b>Program Name:</b>	Pathway to Tech: Miami-Dade County Expansion		

Print Month and Year Below:

<b>Actual operating expenses covering the Month of:</b>	<b>October 2022</b>	<b>are outlined in Column II below:</b>
---	---------------------	---



I.	II.	III.
Approved Budget Line Items	Approved Budget Amount	Monthly Expenses OMB Use Only (Do not write in this column)
<b>INDIRECT COSTS:</b>		
<b>TOTALS: \$</b>		<b>- \$</b>

Do not fill out this section:

**CASH ADVANCE APPLIED:**

**AMOUNT TO PAY:**

To avoid delays in payment, provide complete back-up documentation for all expenses listed in Column II and provide appropriate authorization on the signature page

**AUTHORIZATION**

I hereby certify that this expense report submitted by the undersigned constitutes approved budget expenses during the period listed above, and that no expenses for which reimbursement is requested has been or will be reimbursed by any other funding sources.

Michael Ellison

Executive Director / Agency Designee Print Name

Executive Director / Agency Designee Signature

Co-Founder & CEO

Print Title

May 16, 2023

Date

County/Department Use Only

C.O. NOTE:

C.O. APPROVED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

FISCAL PREPARED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

INVOICE #:	
VENDOR #:	
AMOUNT TO PAY:	

SUPPORTING DOCUMENTATION FOR THIS PAYMENT ON FILE WITH DEPARTMENT

**Attachment F  
Monthly Progress Report**

ATTACHMENT G  
MIAMI-DADE COUNTY  
OFFICE OF MANAGEMENT AND BUDGET  
QUARTERLY ACTUAL EXPENDITURES REPORT

**AWARD INFORMATION (complete all sections noted with \*\*\*)**

Agency Name\*\*\*: [CodePath.org](http://CodePath.org) Project Name: Pathway to Tech: Miami-Dade County Expansion  
 Address\*\*\*: 5214F Diamond Hts Blvd Unit #1154San Francisco, CA 94131 Total Award Amount: 250000.00  
 Agreement Period: 10/1/2022 - 9/20/2023  
 Contact Person\*\*\*: Victoria Angulo, Director of Strategic Partnerships Ordinance No:  
 Telephone\*\*\*: (305) 878-7640 Index Code No:  
 Today's Date\*\*\*: 3/24/23

**BUDGETED AMOUNT / QUARTERLY ACTUAL EXPENDITURES**

Check Quarter Below:  
 1st Quarter (Oct, Nov, Dec)  3rd Quarter (Apr, May, Jun)  
 2nd Quarter (Jan, Feb, Mar)  4th Quarter (Jul, Aug, Sep)

Actual expenses for the

	Approved Budget Amount	Revised Budget (if any)	(This Column is for Dept/ County Use only)	1st Quarter (Oct, Nov, Dec) Actual Expenses	2nd Quarter (Jan, Feb, Mar) Actual Expenses	3rd Quarter (Apr, May, Jun) Actual Expenses	4th Quarter (Jul, Aug, Sep) Actual Expenses	Y.T.D. Total Expended	Contract Balances
<b>DIRECT COSTS:</b>									
Personnel									
1. Position	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2. Position	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3. Position	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4. Position	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5. Position	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6. Position	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7. Position	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fringes	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Contractual Services	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1. Contractor #1	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2. Contractor #2	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3. Contractor #3	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Direct Costs	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Direct Costs	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Direct Costs	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Direct Costs	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Subtotal Direct Costs:</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>



**INDIRECT COSTS:**

Personnel																				
1. Position	\$0.00						\$0.00							\$0.00						\$0.00
Fringes	\$0.00						\$0.00							\$0.00						\$0.00
2. Position	\$0.00						\$0.00							\$0.00						\$0.00
Fringes	\$0.00						\$0.00							\$0.00						\$0.00
3. Position	\$0.00						\$0.00							\$0.00						\$0.00
Fringes	\$0.00						\$0.00							\$0.00						\$0.00
Other Indirect Costs	\$0.00						\$0.00							\$0.00						\$0.00
Other Indirect Costs	\$0.00						\$0.00							\$0.00						\$0.00
Other Indirect Costs	\$0.00						\$0.00							\$0.00						\$0.00
<b>Subtotal Indirect Costs:</b>	<b>\$0.00</b>						<b>\$0.00</b>							<b>\$0.00</b>						<b>\$0.00</b>
<b>Total Operating Expenses:</b>	<b>\$0.00</b>						<b>\$0.00</b>							<b>\$0.00</b>						<b>\$0.00</b>

**AUTHORIZATION**

I hereby certify that this expense report submitted by the undersigned constitutes approved budget expenses during the period listed above:

Michael Ellison, CEO & Co-Founder \_\_\_\_\_  
**PRINT NAME AND TITLE** **SIGNATURE** \_\_\_\_\_  
**DATE**

**ATTACHMENT H**

Contracts and Grants Unit Stamp	Fiscal Unit Stamp
	(FOR IWA PURPOSES)

**FY 2022-23**

**MIAMI-DADE COUNTY**  
**OFFICE OF MANAGEMENT AND BUDGET**  
**GRANTS COORDINATION**  
**CLOSEOUT REPORT**  
**LINE ITEM BUDGET REFLECTING ACTUAL EXPENDITURES**



<b>Agency Name:</b>	<a href="http://CodePath.org">CodePath.org</a>	<b>Allocation Amount:</b>	\$ 250,000.00
<b>Agency Address:</b>	5214F Diamond Hts Blvd Unit #1154 San Francisco, CA 94131	<b>Contract Number:</b> <small>(Include Allocation Letter)</small>	
<b>Remit to Address:</b>	5214F Diamond Hts Blvd Unit #1154 San Francisco, CA 94131	<b>Agreement Period:</b>	10/1/2022 - 9/30/2023
<b>Contact Person:</b> <b>Telephone:</b>	Victoria Angulo, Director of Strategic Partnerships (305) 878-7640	<b>Ordinance Number:</b>	
<b>Program Name:</b>	Pathway to Tech: Miami-Dade County Expansion	<b>Date:</b>	May 16, 2023

MDC066

Approved Budget Line Items	I. Approved Budget Amount	II. Actual expenses from Oct. 1, 2022 through September 30, 2023	III. Closeout / Final Amount OMB Use Only (Do not write in this column)
<b>DIRECT COSTS:</b>			

	I. Approved Budget Amount	II. Actual expenses from Oct. 1, 2022 through September 30, 2023	III. Closeout / Final Amount OMB Use Only (Do not write in this column)
<b>Approved Budget Line Items</b>			
<b>INDIRECT COSTS:</b>			
<b>TOTALS:</b>	\$ - -	\$ -	

**AUTHORIZATION**

I hereby certify that this expense report submitted by the undersigned constitutes approved budget expenses during the period listed above, and that no expenses for which reimbursement is requested has been or will be reimbursed by other funding sources.

**Michael Ellison**

Executive Director / Agency Designee Print Name

Executive Director / Agency Designee Signature

**Co-Founder & CEO**

Print Title

5/16/2023

Date

**County/Department Use Only**

C.O. NOTE:

C.O. APPROVED BY:

DATE:

FISCAL PREPARED BY:

DATE:

FISCAL APPROVED BY:

DATE:

INVOICE #:

VENDOR #:

AMOUNT TO PAY:


**SUPPORTING DOCUMENTATION FOR THIS PAYMENT ON FILE WITH DEPARTMENT INCLUDING PERFORMANCE PROGRESS REPORTS USED TO MONITOR THE CBO**

ATTACHMENT H

Contracts and Grants Unit Stamp	Fiscal Unit Stamp
(FOR IWA PURPOSES)	

**FY 2022-23**

**MIAMI-DADE COUNTY**  
**OFFICE OF MANAGEMENT AND BUDGET**  
**GRANTS COORDINATION**  
**CLOSEOUT REPORT**  
**LINE ITEM BUDGET REFLECTING ACTUAL EXPENDITURES**



MDC070

<b>Agency Name:</b>	<a href="http://CodePath.org">CodePath.org</a>	<b>Allocation Amount:</b>	\$ 250,000.00
<b>Agency Address:</b>	5214F Diamond Hts Blvd Unit #1154 San Francisco, CA 94131	<b>Contract Number:</b>	
<b>Remit to Address:</b>	5214F Diamond Hts Blvd Unit #1154 San Francisco, CA 94131	<b>Agreement Period:</b>	10/1/2022 - 9/30/2023
<b>Contact Person:</b>	Victoria Angulo, Director of Strategic Partnerships	<b>Ordinance Number:</b>	
<b>Telephone:</b>	(305) 878-7640	<b>Date:</b>	May 16, 2023
<b>Program Name:</b>	Pathway to Tech: Miami-Dade County Expansion		



I.	II.	III.
Approved Budget Amount	Actual expenses from Oct. 1, 2022 through September 30, 2023	Closeout / Final Amount OMB Use Only (Do not write in this column)
<b>INDIRECT COSTS:</b>		
<b>TOTALS:</b>		-
\$	-	\$



**AUTHORIZATION**

I hereby certify that this expense report submitted by the undersigned constitutes approved budget expenses during the period listed above, and that no expenses for which reimbursement is requested has been or will be reimbursed by other funding sources.

**Michael Ellison**

Executive Director / Agency Designee Print Name

Executive Director / Agency Designee Signature

**Co-Founder & CEO**

Print Title

5/16/2023

Date

**County/Department Use Only**

C.O. NOTE:

C.O. APPROVED BY:

DATE:

FISCAL PREPARED BY:

DATE:

FISCAL APPROVED BY:

DATE:

INVOICE #:	
VENDOR #:	
AMOUNT TO PAY:	

**SUPPORTING DOCUMENTATION FOR THIS PAYMENT ON FILE WITH DEPARTMENT INCLUDING PERFORMANCE PROGRESS REPORTS USED TO MONITOR THE CBO**

**ATTACHMENT I  
PROVIDER'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS  
(Ordinance No. 97-104)**

**Name of Organization:** CodePath.org **Address:** 5214F Diamond Hts Blvd Unit #1154  
San Francisco, CA 94131

**REQUIRED LISTING OF SUBCONTRACTORS ON COUNTY CONTRACT**

In compliance with Miami-Dade County Ordinance No. 97-104, if this Agreement is for \$100,000 or more, the Community Based Organization must submit the list of first-tier subcontractors or sub-consultants who will perform any part of the Scope of Work.

The Community Based Organization must complete this information. If the Community Based Organization will not utilize subcontractors, then the Community Based Organization must state "No subcontractors will be used"; do not state "N/A".

**NAME OF SUBCONTRACTOR OR SUB-CONSULTANT:** **No SUBCONTRACTORS WILL BE USED.** **ADDRESS**  
**CITY AND STATE**

**REQUIRED LIST OF SUPPLIERS ON COUNTY CONTRACT**

In compliance with Miami-Dade County Ordinance No. 97-104, if this Agreement is for \$100,000 or more, the Community Based Organization must submit a list of suppliers who will supply materials for the Scope of Work to the Community Based Organization.

The Community Based Organization must fill out this information. If the Community Based Organization will not use suppliers, the Community Based Organization must state "No suppliers will be used," do not state "N/A."

**NAME OF SUPPLIER** **No SUPPLIERS WILL BE USED.** **ADDRESS** **CITY AND STATE**

*I hereby certify that the foregoing information is true, correct and complete:*

*Signature of Authorized Representative:* \_\_\_\_\_

*Title:* Co-Founder and CEO *Date:* \_\_\_\_\_

CONTRACT # \_\_\_\_\_

*Firm Name:* CodePath.org\_\_\_\_\_

*Fed. ID No.* 81-5338932

*Address:* 5214F Diamond Hts Blvd Unit #1154 *City/ State/Zip:* San Francisco, CA 94131

*Telephone:* (415) 308-6845 *Fax:* (\_\_\_\_)\_\_\_\_\_ *E-mail:* michael@codepath.org



					CONTRACT # _____
			<b>ATTACHMENT J</b>		

**AUTHORIZED SIGNATURE FORM**

DATE:	<b>Do not date yet</b>				
-------	------------------------	--	--	--	--

This form certifies the names, titles and signatures of individuals authorized by the Provider to sign contracts, checks, budget revisions, payment requests, and other requests that may be requested by the Office of Management and Budget--Grants Coordination (OMB-GC) for disbursement of funds. Attached hereto and incorporated herein is a certified copy of a duly authorized and executed resolution passed by the Provider's Board that provides for this authorization. These signature authorizations are retained by the OMB-GC for auditing purposes. Should the Provider desire to change the information on this document, a certified and authorized and executed Resolution describing the desired changes should be submitted to the OMB-GC.

	<u>NAME (please type)</u>	<u>TITLE (please type)</u>	<u>SIGNATURE</u>
I.	<u>Prime Contracts and Subcontracts</u>		
	Michael Ellison	Co-founder and CEO	
	Dana Ledyard	COO	
II.	<u>Checks (List amount limits)</u>		
	Michael Ellison	Co-founder and CEO	
	Dana Ledyard	COO	



III.	<u>Budget Revision Requests</u>				
	Michael Ellison		Co-founder and CEO		
	Dana Ledyard		COO		
IV.	<u>Payment Requests</u>				
	Michael Ellison		Co-founder and CEO		
	Dana Ledyard		COO		