

# Memorandum



**Date:** May 5, 2020

**To:** Honorable Chairwoman Audrey M. Edmonson  
and Members, Board of County Commissioners

Agenda Item No. 9(A)(2)

**From:** Carlos A. Gimenez  
Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez".

Resolution No. R-414-20

**Subject:** Resolution Authorizing Grant Agreements for Extended Childcare Services for Children in the County's Head Start and Early Head Start Program; and Authorizing the County Mayor or County Mayor's Designee to Execute an Agreement with the Beacon Council Economic Development Foundation Inc. for the Miami Community Ventures Program.

## Recommendation

It is recommended that the Board of County Commissioners (Board) authorize the County Mayor or the County Mayor's designee to execute the grant agreements (Exhibit A to the resolution) for extended childcare services for children enrolled in the County's Head Start and Early Head Start Program. The extended childcare services will be offered at the following three County Head Start locations:

1. Catholic Charities of the Archdiocese of Miami, Inc.
2. The Family Christian Association of America, Inc.
3. Easter Seals South Florida, Inc.

The initial contract term will be from October 1, 2019 to September 30, 2020. In the event any of the above listed grantees fail to meet the requirements of the agreement for services, or in the event additional funding becomes available to continue or expand this program, it is recommended that the Board authorize the County Mayor or the County Mayor's designee to select new or additional grantee(s) from among the County's Head Start and Early Head Start delegate agencies and partnership providers that have been approved by this Board, and to execute grant agreements with same to provide extended childcare services.

Additionally, it is recommended that the Board authorize the County Mayor or the County Mayor's designee to execute an agreement (Exhibit B to the resolution) with the Beacon Council Economic Development Foundation Inc. (Beacon Council) for the Miami Community Ventures (MCV) program which will be conducted at or in conjunction with the Head Start and Early Head Start Centers being recommended for extended childcare hours.

It is further recommended that the Board authorize the County Mayor or the County Mayor's designee to execute other required agreements and documents necessary for the MCV program and the extended childcare program, and to exercise termination and modification clauses of all such agreements, after review by the County Attorney's Office for form and legal sufficiency.

### **Scope**

Through these extended childcare services agreements, the Community Action and Human Services Department (CAHSD or Department) proposes to serve approximately 700 Head Start children, ages three to five years old, and their families. The Beacon Council expects to serve approximately 200 Head Start and Early Head Start parents. The services outlined under these agreements will be provided to residents countywide.

### **Fiscal Impact/Funding Source**

The extended childcare services and the MCV program are funded by the general fund. During the FY 2019-20 budget process, the Board allocated \$1 million for the MCV program and to serve individuals whose children are participating in the County's Head Start and Early Head Start program. After subsequent discussions, it was recommended that these funds be equally divided to extend childcare hours at certain Head Start and Early Head Start Centers and to fund the MCV program. The continuation of these programs is subject to future allocations by the Board.

### **Track Record/Monitor**

CAHSD's Assistant Director, Dr. Maria T. Riestra-Quintero, will be responsible for the administering and monitoring the extended childcare services program. The Office of Management and Budget will monitor and oversee the services provided by the Beacon Council.

### **Background**

Since 1965, CAHSD, or a successor agency, has been providing comprehensive child development and family services through the federally funded Head Start Program to low income (100 percent of the federal poverty level) preschool children three to five years of age. In 1990, the Department received additional grant funds from the United States Department of Health and Human Services to administer the Early Head Start Program for pregnant women and children up to the age of three years old. Currently, the County's Head Start and Early Head Start Program is funded to serve 6,310 preschool and 1,248 infant and toddler children and their families countywide through contracts with 17 delegate agencies and 10 community-based child care partners.

The Head Start program operates 40 weeks a year for approximately eight hours a day. Currently, more than 40 percent of families with children participating in the County's Head Start and Early Head Start Program are unemployed or underemployed. Contributing factors could include the hours of childcare services provided by the Head Start and Early Head Start Program, the limited number of weeks of service impeding the parents' ability to obtain or maintain employment and/or the parents' inability to pay for before and/or after-school childcare and childcare during the summer. The extended childcare services proposed herein are the result of a collaboration between the County's Head Start and Early Head Start Program and the Beacon Council and is anticipated to reduce the percentage of Head Start and Early Head Start parents who are unemployed or underemployed. The program will increase the number of hours of service from 8 hours per day to 10 hours per day and will provide an opportunity to extend the number of weeks available, subject to available funds.

The MCV program is being implemented by the Beacon Council in partnership with Career Source South Florida and various private partners to provide low-income, structurally unemployed, parents access to employment training, wraparound services and placement in sustainable living wage jobs.

Given the demographics and targeted high poverty neighborhoods areas in which Head Start and Early Head Start families tend to reside, families in Head Start and Early Head Start are ideal candidates for the MCV program. The three Head Start locations identified herein for extended childcare services were selected by CAHSD based on their experience with providing Head Start services as well as the familial unemployment rates of over 50 percent at each center.

By allocating funds to provide extended childcare services to Head Start and Early Head Start families in target priority zip codes, barriers to employment will be reduced and families will be better able to maintain their jobs. The collaboration provides Head Start families an opportunity to obtain living wage employment that would help to break the cycle of poverty.

Given the need for timely implementation of this program, it is in the best interest of the County to waive provisions of Resolution No. R-130-06 which requires legislation seeking approval of a contract and authority to execute same and be completely negotiated and executed by all non-County parties prior to placement on an agenda of the Board or a committee.



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Maurice L Kemp  
Deputy Mayor



**MEMORANDUM**  
(Revised)

**TO:** Honorable Chairwoman Audrey M. Edmonson  
and Members, Board of County Commissioners

**DATE:** May 5, 2020

**FROM:** Abigail Price-Williams  
County Attorney

**SUBJECT:** Agenda Item No. 9(A)(2)

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

Agenda Item No. 9(A)(2)

Veto \_\_\_\_\_

5-5-20

Override \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_ R-414-20 \_\_\_\_\_

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE GRANT AGREEMENTS FOR EXTENDED CHILDCARE SERVICES FOR CHILDREN ENROLLED IN THE COUNTY'S HEAD START AND EARLY HEAD START PROGRAM; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE AN AGREEMENT WITH THE BEACON COUNCIL ECONOMIC DEVELOPMENT FOUNDATION INC. FOR THE MIAMI COMMUNITY VENTURES PROGRAM; AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE OTHER REQUIRED AGREEMENTS AND DOCUMENTS, AS WELL AS AMENDMENTS, EXTENSIONS, AND RENEWALS OF ALL SUCH AGREEMENTS AND DOCUMENTS, AS ARE NECESSARY FOR THE MIAMI COMMUNITY VENTURES PROGRAM AND EXTENDED CHILDCARE SERVICES PROGRAM, AND TO EXERCISE TERMINATION, WAIVER, AND OTHER PROVISIONS SET FORTH THEREIN; AND WAIVING REQUIREMENTS OF RESOLUTION NO. R-130-06

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

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

**Section 1.** Authorizes the County Mayor or the County Mayor's designee to execute grant agreements for extended childcare services for children enrolled in the County's Head Start and Early Head Start Program, in substantially the form attached hereto as Exhibit A, with the following grantees: Catholic Charities of the Archdiocese of Miami, Inc., The Family Christian Association of America, Inc., and Easter Seals South Florida, Inc. This Board also authorizes the County Mayor or the County Mayor's designee to execute additional grant agreements, in

substantially the form attached hereto as Exhibit A, with other or additional County Head Start and/or Early Head Start Program providers as necessitated by the extended childcare services program and subject to appropriation by the Board. This Board further authorizes the County Mayor or the County Mayor's designee to exercise amendments, extensions, renewals, termination, waiver, and other provisions set forth in all such agreements, following approval for legal form and sufficiency by the Miami-Dade County Attorney's Office and subject to appropriation by the Board.

**Section 2.** Authorizes the County Mayor or the County Mayor's designee to execute an agreement with the Beacon Council Economic Development Foundation Inc. for the Miami Community Ventures Program, in substantially the form attached hereto as Exhibit B, and to exercise amendments, extensions, renewals, termination, waiver, and other provisions set forth in such agreement, following approval for legal form and sufficiency by the Miami-Dade County Attorney's Office and subject to appropriation by the Board.

**Section 3.** Authorizes the County Mayor or the County Mayor's designee to execute other agreements and documents to effectuate the purposes of this resolution and to exercise amendments, extensions, renewals, termination, waiver, and other provisions set forth in all such agreements and documents, following approval for legal form and sufficiency by the Miami-Dade County Attorney's Office.

**Section 4.** Waives the requirements of Resolution No. R-130-06, which requires all legislation seeking approval of a contract and authority to execute same be completely negotiated and executed by all non-County parties prior to placement on an agenda of this Board or a committee, for the reasons stated in the County Mayor's memorandum.

The foregoing resolution was offered by Commission **Audrey M. Edmonson**, who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa** and upon being put to a vote, the vote was as follows:

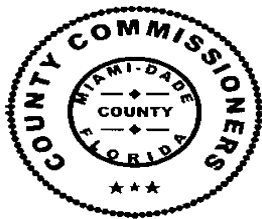
	Audrey M. Edmonson, Chairwoman	<b>aye</b>	
	Rebeca Sosa, Vice Chairwoman	<b>aye</b>	
Esteban L. Bovo, Jr.	<b>aye</b>	Daniella Levine Cava	<b>aye</b>
Jose "Pepe" Diaz	<b>aye</b>	Sally A. Heyman	<b>aye</b>
Eileen Higgins	<b>aye</b>	Barbara J. Jordan	<b>aye</b>
Joe A. Martinez	<b>aye</b>	Jean Monestime	<b>aye</b>
Dennis C. Moss	<b>aye</b>	Sen. Javier D. Souto	<b>aye</b>
Xavier L. Suarez	<b>aye</b>		

The Chairperson thereupon declared this resolution duly passed and adopted this 5<sup>th</sup> day of May, 2020. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

By:           Melissa Adames            
Deputy Clerk



Approved by County Attorney as  
to form and legal sufficiency.

LCK

Leigh C. Kobrinski

# EXHIBIT A

## Extended Care Program for Head Start Children Grant Agreement

THIS AGREEMENT is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ by and between \_\_\_\_\_, having its principal office at \_\_\_\_\_ (herein referred to as the ("delegate agency"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

### WITNESSETH:

WHEREAS, the Delegate Agency has offered to provide Extended Care Program Services for Head Start Children, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A) and the requirements of this Agreement; and,

WHEREAS, the County desires to enter into this Agreement for Delegate Agency to provide Extended Care Program Services for Head Start Children for the County, in accordance with the terms and conditions of this Agreement,

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

### **ARTICLE 1. DEFINITIONS**

The recitals above are incorporated as if fully set forth herein.

County and Delegate Agency expressly understand and agree that this Agreement is conditioned upon receipt of funding from the County and approval for this Agreement from the Miami-Dade County Board of County Commissioners.

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 "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), the Budget Forms (Appendix B), and all other attachments and amendments issued hereto.
- b) The words "Contract Date" to mean the date on which this Agreement is effective.
- c) The words "Contract Manager" to mean Miami-Dade County's Director, Community Action and Human Services Department or the duly authorized representative designated to manage the Contract.
- d) The word "Delegate Agency" to mean \_\_\_\_\_ and its permitted successors and assigns.



- e) The word "Days" to mean Calendar Days.
- f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Delegate Agency to the County's Project Manager for review and approval pursuant to the terms of this Agreement.
- g) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import, to mean, respectively, the direction, requirement, permission, order, designation, selection, or prescription of the County's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import, to mean respectively, approved by, acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.
- h) The words "Extra Work" or "Additional Work" resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.
- i) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
- j) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Delegate Agency.
- k) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Delegate Agency, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Delegate Agency and whether or not in privity of Contract with the Delegate Agency.
- l) The words "Work", "Services," "Program", or "Project" to mean all matters and things required to be done by the Delegate Agency in accordance with the provisions of this Contract.

**ARTICLE 2. ORDER OF PRECEDENCE**

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions; 2) Appendices A, and B to these terms and conditions (the Scope of Services and Budget Forms).

**ARTICLE 3. RULES OF INTERPRETATION**

- a) References to a specified Article, section, or schedule shall be construed as reference

to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.

- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms “hereof,” “herein,” “hereinafter,” “hereby,” “herewith,” and “hereunder” shall be deemed to refer to this Agreement.
- d) The titles, headings, captions and arrangements used in these terms and conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

**ARTICLE 4. NATURE OF THE AGREEMENT**

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered, or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.
- b) The Delegate Agency shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.
- c) The Delegate Agency acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Delegate Agency shall perform the same as though they were specifically mentioned, described and delineated.
- d) The Delegate Agency shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County’s Project Manager.

- e) The Delegate Agency acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Delegate Agency agrees to provide input on policy issues in the form of recommendations. The Delegate Agency agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Delegate Agency agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.
- f) The Delegate Agency shall be designated a not-for-profit organization with a 501(c)3 or Internal Revenue Code Section 115 designation from the Internal Revenue Service.

**Prior to Contract execution**, the Delegate Agency shall submit to the County a Certificate of Status in the name of the Delegate Agency which certifies the following: the Delegate Agency is organized under the laws of the state of Florida; all fees and penalties have been paid; most recent annual report has been filed with an active status; and that there are no current deficiencies or Articles of Dissolution on file.

**ARTICLE 5. CONTRACT TERM**

The Contract shall become effective October 1, 2019 and shall continue through September 30, 2020. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for four, one-year periods, through September 30, 2024, subject to receipt of funds and by mutual agreement between the County and the Delegate Agency, upon approval by the Board of County Commissioners.

**ARTICLE 6. NOTICE REQUIREMENTS**

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

**(1) To the County**

- a) to the Project Manager:
  - Miami-Dade County
  - Community Action and Human Services Department
  - 701 N. W. 1st Court
  - OTV 9-104
  - Miami, FL 33136
  - Attention: Assistant Director
  - Phone: 786-469-4622
  - Fax: 786-469-4756

and,

- b) to the Contract Manager:  
 Miami-Dade County  
 Internal Services Department  
 Procurement Management  
 111 N.W. 1st Street, Suite 1375  
 Miami, FL 33128-1974  
 Attention: Assistant Director  
 Phone: (305) 375-5548  
 Fax: (305) 375-2316

**(2) To the Delegate Agency**

**Attention:**

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

**ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED**

The Delegate Agency warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Delegate Agency deemed necessary in order to determine the budget requirements to provide the Work and Services to be performed under this Agreement. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, are subject to available funds, with availability determined in the sole discretion of the County, and shall not exceed the amount specified in the Scope of Services (Appendix A) for the maximum per child cost and shall be in accordance with the Budget Forms (Appendix B). Prior to the commencement of each Program Year, the County will supplement this Agreement with an individual Notice to Proceed (NTP) which will include the number of children to be served, services to be provided (i.e. Extended Care Program for Head Start Children) and target geographic area where Services are provided by Delegate Agency and where Delegate Agency agrees to serve the number of children listed in the NTP by the County.

Should available County funding be reduced, the amount payable under this Contract may be proportionately reduced at the option of the County. If additional funds become available to the County from the Board of County Commissioners (BCC), the County may pay the amount to the Delegate Agency that is allocated to the Delegate Agency in the budget that the County submitted to the BCC subject to any necessary approval by BCC. The County shall have no obligation to pay the Delegate Agency any additional sum in excess of

this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Delegate Agency.

All Services undertaken by the Delegate Agency before County's approval of this Contract shall be at the Delegate Agency's risk and expense.

With respect to travel costs and travel related expenses, the Delegate Agency agrees to adhere to Section 112.061 of the Florida Statutes as they pertain to out of pocket expenses including employee lodging, transportation, per diem, and all miscellaneous costs and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

In no event shall County funds be advanced directly to any Subcontractor hereunder.

The County agrees to pay all budgeted costs incurred by the Delegate Agency which are allowable under the DHHS and County rules and guidelines, in accordance with the Budget Forms (Appendix B). Upon submission of satisfactory required monthly report, the County shall process payment.

**ARTICLE 8. BUDGET**

Refer to Scope of Services (Appendix A) for the maximum per child cost. The Delegate Agency is approved to serve the number of slots indicated in the Budget Forms. The approved budget for Program is attached hereto as Appendix B. The County reserves the right, in its sole discretion, to adjust the Service provided including the numbers of slots serviced by the Delegate Agency to ensure that the County's goals and Program needs are met. The County further reserves the right to adjust the level of funding and corresponding number of slots available listed herein, as may be necessary, to accommodate any Program changes.

If the County adjusts the number of slots for the Program, the Delegate Agency shall submit a revised budget for County approval. Each Program Year thereafter, Delegate Agency shall submit a budget for the approved slots prior to the start of each Program year for County approval. The County may also require a revised budget at any time to account for enrollment/registration confirmation. The approved budgets by the County are incorporated herein by reference.

The County will notify Delegate Agency of any increase or decrease to funding. Any amounts stated are subject to available funding, at the County's sole discretion, and contingent upon allotment to CAHSD. The maximum amount payable for services rendered under the Program for a full Program Year in the aggregate for all Program Services will be determined based on available funding. The actual amount paid to a Provider will vary based on the days serviced in the Program's Year (i.e., full or pro-rated) and the number of children receiving services. The

reimbursement of administrative costs will not exceed 10% of the contracted amount.

## **ARTICLE 9. METHOD AND TIMES OF PAYMENT**

The Delegate Agency agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable, and necessary costs incurred by the Delegate Agency, which are directly attributable or properly allocable to the Services, the Delegate Agency shall invoice the County for these Services on a monthly basis, using invoices certified by the Delegate Agency pursuant to Appendix B – Budget Forms, on or before the tenth (10th) day of each month following the month in which the service was rendered, unless the County grants an extension in writing. All invoices shall be furnished with a detailed monthly line-item budget summary which shall be segregated by all Program and administrative costs; current month's expenses; year-to-date expenses and available balance; and a statement detailing monthly expenditures made by the Delegate Agency. The Delegate Agency shall ensure there is an adequate fiscal accounting system in place for the detailed recording of expenditures and income.

Payment requests shall be accompanied by the reimbursement package, including payroll taxes, insurances, any backup documentation to support reimbursement, copies of cancelled checks and any other such documentation as requested by the County. Requests for reimbursement shall be: based on a line item budget and taken from the books of account kept by the Delegate Agency; supported by copies of payroll distribution, receipt bills, or other documents reasonably required by the County; show the County's contract number; and have a unique invoice number assigned by the Delegate Agency. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments are made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. The time at which payment shall be due to Delegate Agencies shall be fifteen (15) days from receipt of a proper invoice. Whether an invoice was properly submitted shall be determined at the sole discretion of the County. All payments due from the County or the Public Health Trust and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

The Delegate Agency may shift funds between line items not to exceed ten percent (10%) of the total budget upon submission of a Budget Modification Request to the County for subsequent approval. Variances greater than ten percent (10%) in any line item require prior

approval and a budget modification approved by the Delegate Agency's authorized representative and the County. The Delegate Agency shall not amend their budget more than twice during the Program year; once by December 31st and once by May 15th.

The Delegate Agency has thirty (30) business days from the execution of the contract to request to be enrolled to receive monthly advance payments. The request should include the amount requested and the justification(s) for that amount. The County limits the monthly advance payments to the equivalent of the Delegate Agency's approved annual budget divided by the total school days in the Program Year which is then multiplied by the number of school days in the month for which an advance payment is requested. All monthly advance payments requests will be due to the County within seven (7) business days prior to the beginning of the month for which the Delegate Agency shall provide services. Upon receipt by the County, the Delegate Agency's monthly request for reimbursement for the service month for which a monthly advance payment was received by the Delegate Agency, the County shall apply the amount of the advance payment toward the amount due to the Delegate Agency and remit the net difference to the Delegate Agency. Under no circumstance will a monthly advance payment be provided to the Delegate Agency in the final month of this or any subsequent Program Year. Prior to the disbursement of any funds, the Delegate Agency must submit to the County a completed authorized signature form, denoting the names and signatures of all persons authorized to sign monthly advances, checks and contracts.

The Delegate Agency agrees to furnish the County a detailed monthly line-item budget summary which shall be segregated by all Program and administrative costs; current month's expenses; year-to-date expenses and available balance; and a statement for the previous month detailing the expenditures made by the Delegate Agency as required herein.

1. Each package must include copies of payroll registers, paid payroll taxes, insurances, any backup documentation to support reimbursement requests or additional requests made by the County, and copies of cancelled checks from the previous month, and documentation supporting the reported match.
2. All reimbursement packages shall be submitted within ten (10) working days after the end of the month.
3. The Delegate Agency shall provide the County with copies of all contracts and agreements for the current Program year prior to any requests for reimbursement. Such contracts and agreements shall include, but are not limited to, leases for real and personal property.
4. Invoices in excess of sixty (60) calendar days will not be reimbursed.
5. Reimbursement for retroactive payment of staff positions in excess of sixty (60) days after the County's approval of qualification of staff will be disallowed.

6. The Delegate Agency shall provide documentation of compliance with the Davis-Bacon Act for construction/renovation projects in excess of \$2,000.00.
7. Reimbursement of credit card purchases requires proof that the statement of the credit card which reimbursement is requested has a zero balance.
8. Reimbursement for administrative costs shall not exceed ten percent (10%) of the combined contracted amount.
9. Reimbursement for a lump sum payment of accrued leave will be disallowed.
10. The County will not approve payments for volunteer services provided to the Delegate Agency in support of the services detailed in this Contract.
11. The Delegate Agency further agrees to maintain originals of cancelled checks, invoices, receipts, and other evidence of indebtedness as proof of expenditure. When original documents cannot be produced, the Delegate Agency must adequately justify their absence in writing and furnish copies as proof of expenditure. These documents shall be maintained by the Delegate Agency for a period of no less than five (5) years and shall be made available for County staff inspection at any time.

Invoices and associated back-up documentation shall be submitted in duplicate by the Delegate Agency to the County as follows:

Miami-Dade County  
Community Action and Human Services Department  
Head Start Division  
701 N. W. 1<sup>st</sup> Court  
OTV 10-177  
Miami, FL 33136  
Attention: Fiscal Director  
Phone: 786-469-4863

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

Upon conclusion of every Program Year, the Delegate Agency shall submit a Financial Closeout Report to the County within 45 days. This report shall include a cumulative year-end summary of Delegate Agency fiscal expenditures. If after receipt of this Closeout Report, the County determines that the Delegate Agency has been paid funds not in accordance with the contract, and to which it is not entitled, the Delegate Agency shall return such funds to the County within 60 days. The County shall have the sole discretion in determining if the Delegate Agency 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.

## **ARTICLE 10. INDEMNIFICATION AND INSURANCE**

The Delegate Agency shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Delegate Agency or its employees, agents, servants, partners principals, or Subcontractors. The Delegate Agency shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Delegate Agency expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Delegate Agency 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. For governmental entities, this indemnification is subject to the provisions of Florida Statutes, Section 768.28.

Upon County's notification, the Delegate Agency shall furnish to the Community Action and Human Services Department Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Delegate Agency as required by Florida Statutes, Section 440.
2. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage. The mailing address of Miami-Dade County 111 N.W. 1st Street, Suite 1300, Miami, Florida 33128-1974, as the certificate holder, must appear on the certificate of insurance.
3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$300,000.00 combined single limit per occurrence for bodily injury and property damage. For a Delegate Agency utilizing vans and/or mini-vans with seating capabilities of fifteen (15) passengers or more, the limit of liability required for Automobile Liability Insurance is \$500,000.00.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Delegate Agency. 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:

The company must be rated no less than "B" as to management, and no less than "Class V" 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 Risk Management Division.

OR

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 Insurance and are members of the Florida Guaranty Fund.

**Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Delegate Agency hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the County.**

**NOTE: MIAMI-DADE COUNTY CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.**

Compliance with the foregoing requirements shall not relieve the Delegate Agency of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days after notification by the County. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Delegate Agency shall have an additional five (5) business days to submit a corrected certificate to the County. If the Delegate Agency fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Delegate Agency shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

The Delegate Agency shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, the Delegate Agency shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the Contract 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) calendar days. Thereafter, the County may, at its sole discretion, terminate this contract.

#### **ARTICLE 11. MANNER OF PERFORMANCE**

- a) The Delegate Agency shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Delegate Agency in all aspects of the Services. At the request of the County, the Delegate Agency shall promptly remove from the project any Delegate Agency's employee, Subcontractor, or any other person performing Services hereunder. The Delegate Agency agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Delegate Agency.
- b) The Delegate Agency agrees to defend, hold harmless, and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages, and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from, or in connection with the removal and replacement of any Delegate Agency's personnel performing services hereunder at the behest of the County. Removal and replacement of any Delegate Agency's personnel as used in this Article shall not require the termination and or demotion of such Delegate Agency's personnel.
- c) The Delegate Agency agrees that at all times it will employ, maintain, and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Delegate Agency agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- d) The Delegate Agency warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- e) The Delegate Agency shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- f) The Delegate Agency shall comply with all provisions of all federal, state, and local

laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

**ARTICLE 12. EMPLOYEES ARE THE RESPONSIBILITY OF THE DELEGATE AGENCY**

All employees of the Delegate Agency shall be considered to be, at all times, employees of the Delegate Agency under its sole direction and not employees or agents of the County. The Delegate Agency shall supply competent employees. Miami-Dade County may require the Delegate Agency to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment is not in the best interest of the County. Each employee shall have and wear proper identification.

**ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP**

The Delegate Agency is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Delegate Agency's sole direction, supervision and control. The Delegate Agency shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Delegate Agency's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

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

**ARTICLE 14. AUTHORITY OF THE COUNTY'S PROJECT MANAGER**

- a) The Delegate Agency hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Delegate Agency's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
  
- b) The Delegate Agency shall be bound by all determinations or orders of the Project Manager and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Delegate Agency agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon

thereafter as is practicable.

- c) The Delegate Agency must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Delegate Agency and the Project Manager are unable to resolve their difference, the Delegate Agency may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- d) In the event of such dispute, the parties to this Agreement authorize the County Mayor or County Mayor's designee ( who may not be the Project Manager or anyone associated with this Project), acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement, including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof. The decision of the County Mayor or County Mayor's designee shall be conclusive, final, and binding on parties. Any such dispute shall be brought, if at all, before the County Mayor or County Mayor's designee within 10 days of the occurrence, event or act out of which the dispute arises.
- e) The County Mayor or County Mayor's designee may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Delegate Agency's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor or County Mayor's designee participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Delegate Agency to the County Mayor or County Mayor's designee for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor or County Mayor's designee is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor or County Mayor's designee, as appropriate, shall render a decision in writing and deliver a copy of the same to the Delegate Agency. Except as such remedies may be limited or waived elsewhere in the Agreement, Delegate Agency reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

#### **ARTICLE 15. MUTUAL OBLIGATIONS**

- a) This Agreement, including attachments and appendixes to the Agreement, shall

constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Delegate Agency, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may, at its own expense, defend or settle any such claims if the Delegate Agency fails to diligently defend such claims, and thereafter seek indemnity for costs from the Delegate Agency.

#### **ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING**

The Delegate Agency shall maintain, and shall require that its Subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. Subject to Article 28. Public Records, the Delegate Agency 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 and any extension thereof.

The Delegate Agency shall submit the IRS 941 - Quarterly Federal Tax Return Reports within 35 days after the quarter ends, and if the 941 reflects a tax liability, proof of payment shall be submitted within 60 days after the end of the quarter.

#### **ARTICLE 17. AUDITS**

The Delegate Agency shall submit annually to the County a complete copy of their annual, Agency-wide audit reports performed by an independent auditor covering each of the fiscal years for which funds were awarded. Audits of government entities, non-profit organizations, non-government entities, hospitals and institutions of higher learning shall comply with OMB super Circular A-133.

The County, or its duly authorized representatives or governmental agencies shall, until the expiration of five (5) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Delegate Agency's books, documents, papers, and records and of its Subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions

related to this Agreement.

Pursuant to County Ordinance No. 03-2, the Delegate Agency will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Delegate Agency agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

#### **ARTICLE 18. SUBSTITUTION OF PERSONNEL**

In the event the Delegate Agency wishes to substitute personnel for the key personnel identified by the Delegate Agency's Application, the Delegate Agency must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

#### **ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT**

The Delegate Agency shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

#### **ARTICLE 20. SUBCONTRACTUAL RELATIONS**

- a) If the Delegate Agency will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Delegate Agency; and the Delegate Agency 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 Delegate Agency. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Delegate Agency.
- b) The Delegate Agency, 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 do, 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 Delegate Agency not to award any subcontract to a person, firm or corporation disapproved by the County.
- c) Before entering into any subcontract hereunder, the Delegate Agency 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. Such Services performed by such Subcontractor will strictly comply with the requirements of this

Contract.

- d) In order to qualify as a Subcontractor satisfactory to the County, 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 that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.
  
- e) 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 Delegate Agency's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Delegate Agency shall furnish to the County copies of all subcontracts between Delegate Agency 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 Subcontractors of its obligations under the subcontract, in the event the County finds the Delegate Agency in breach of its obligations, and the option to pay the Subcontractors 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 hereunder as more fully described herein.

**ARTICLE 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS**

The Delegate Agency understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Delegate Agency for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Delegate Agency. The Delegate Agency accepts all risk associated with using this information.

**ARTICLE 22. SEVERABILITY**

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

**ARTICLE 23. TERMINATION AND SUSPENSION OF WORK**



- a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation, or material misstatement.
- b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- c) The foregoing notwithstanding, any individual, corporation, or other entity which 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 in accordance with the County debarment procedures. The Delegate Agency may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Delegate Agency and in such event:

- d) The Delegate Agency shall, upon receipt of such notice, unless otherwise directed by the County:
  - i. Stop work on the date specified in the notice (“the Effective Termination Date”);
  - ii. Take such action as may be necessary for the protection and preservation of the County’s materials and property;
  - iii. Cancel all pending and/or unfulfilled orders;
  - iv. Assign to the County and deliver to any location designated by the County, any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and that have been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
  - v. Take no action which will increase the amounts payable by the County under this Agreement; and
  - vi. Comply with Article 28 pertaining to the transfer of public records to the County.
- e) In the event that the County exercises its right to terminate this Agreement pursuant to this

Article the Delegate Agency will be compensated as stated in the payment Articles, herein, for the:

- i. Portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
  - ii. Noncancelable Deliverables that are not capable of use except in the performance of this Agreement and that have been specifically developed for the sole purpose of this Agreement but not incorporated in the Services.
- f) All compensation pursuant to this Article is subject to audit.

#### **ARTICLE 24. EVENT OF DEFAULT**

- a) An Event of Default shall mean a breach of this Agreement by the Delegate Agency. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default shall include the following:
- i. the Delegate Agency has not delivered Deliverables on a timely basis;
  - ii. the Delegate Agency has refused or failed, except in case for which an extension of time is provided, to supply enough properly skilled staff personnel;
  - iii. the Delegate Agency has failed to make prompt payment to Subcontractors or suppliers for any Services;
  - iv. the Delegate Agency has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Delegate Agency's creditors, or the Delegate Agency has taken advantage of any insolvency statute or debtor/creditor law or if the Delegate Agency affairs have been put in the hands of a receiver;
  - v. the Delegate Agency has failed to obtain the approval of the County where required by this Agreement;
  - vi. the Delegate Agency has failed to provide "adequate assurances" as required under subsection "b" below;
  - vii. the Delegate Agency has failed in the representation of any warranties stated herein;
  - viii. the Delegate Agency has failed to comply with federal, state or local laws, regulations or guidelines applicable to the services provided in this Agreement.

- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Delegate Agency's ability to perform the Services or any portion thereof, the County may request that the Delegate Agency, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Delegate Agency's ability to perform in accordance with terms of this Agreement. Until the County receives such assurances the County may request an adjustment to the compensation received by the Delegate Agency for portions of the Services which the Delegate Agency has not performed. In the event that the Delegate Agency fails to provide to the County the requested assurances within the prescribed time frame, the County may:
- i. treat such failure as a repudiation of this Agreement;
  - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- c) In the event the County shall terminate this Agreement for default, the County or its designated representatives may immediately take possession of all applicable equipment, materials, products documentation, reports and data.

#### **ARTICLE 25. NOTICE OF DEFAULT- OPPORTUNITY TO CURE**

If an Event of Default occurs, in the determination of the County, the County may so notify the Delegate Agency ("Default Notice"), specifying the basis for such default, and advising the Delegate Agency that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Delegate Agency to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Delegate Agency has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date the Delegate Agency shall discontinue the Services upon the Termination Date.

#### **ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT**

If an Event of Default occurs, the Delegate Agency shall be liable for all damages resulting from the default, including but not limited to:

- a) lost revenues;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including

procurement and administrative costs; and,

- c) such other direct damages.

The Delegate Agency shall also remain liable for any liabilities and claims related to the Delegate Agency's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

#### **ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION**

- a) The Delegate Agency warrants that all Deliverables furnished hereunder, including but not limited to: equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.
- b) The Delegate Agency shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Delegate Agency, at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, and cause of action, debt, or liability.
- c) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Delegate Agency shall have the obligation, at the County's option, to (i) modify, or require that the applicable Subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Delegate Agency's expense, the rights provided under this Agreement to use the item(s).
- d) The Delegate Agency shall be solely responsible for determining and informing the County whether a prospective supplier or Subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Delegate Agency shall enter into agreements with all suppliers and Subcontractors at the Delegate Agency's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

- e) The Delegate Agency shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

**ARTICLE 28. PUBLIC RECORDS**

The Delegate Agency shall comply with any and all applicable laws regarding public records and confidentiality of information pursuant to this agreement.

Pursuant to Section 119.0701 of the Florida Statutes, if the Delegate Agency meets the definition of "Delegate Agency" as defined in Section 119.0701(1)(a), the Delegate Agency shall:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service;
- b) Upon request from the County's custodian of public records identified herein, provide the County with a copy of the requested records or allow the public 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;
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement's terms and following completion of the services under this Agreement if the Delegate Agency does not transfer the records to the County; and
- d) Meet all requirements for retaining public records and transfer to the County, at no County cost, all public records created, received, maintained and/or directly related to the performance of this Agreement that are in possession of the Delegate Agency upon termination of this Agreement. Upon termination of this Agreement, the Delegate Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County 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 mean of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the County.

Delegate Agency's failure to comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes shall be a breach of this Agreement.

In the event the Delegate Agency does not comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes, the County may, at the County's sole discretion, avail itself of the remedies set forth under this Agreement and available at law. Delegate Agency shall defend any claim that a public record is confidential, trade secret, or otherwise exempt from inspection and copying under Florida's Public Records Laws and defend and indemnify the County in any resulting claim or cause of action.

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

Miami-Dade County  
Community Action and Human Services Department  
701 NW 1st Court, Suite 900  
Miami, Florida 33136  
Attention: Head Start/Early Head Start Director  
Email: Riestra@miamidade.gov

**ARTICLE 29. CONFIDENTIALITY**

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Delegate Agency or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Delegate Agency or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered confidential information and shall be subject to all the requirements stated herein. Neither the Delegate Agency nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Delegate Agency expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.
  
- b) The Delegate Agency shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to

keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Delegate Agency agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

- c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Delegate Agency shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Delegate Agency or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Delegate Agency shall accompany such materials.

### **ARTICLE 30. PROPRIETARY INFORMATION**

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

The Delegate Agency acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the contract, the Delegate Agency will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the Delegate Agency and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the Delegate Agency's employees with the approval of the lessor or Delegate Agency's thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Delegate Agency will report to the County any information discovered or which is disclosed to the Delegate Agency which may relate to the improper use, publication, disclosure, or removal from the County's property of any information technology software and hardware and will take such steps as are within the Delegate Agency's authority to prevent improper use, disclosure, or removal.



**ARTICLE 31. PROPRIETARY RIGHTS**

- a) The Delegate Agency hereby acknowledges and agrees that the County retains all rights, title, and interests in and to all materials, data, documentation, and copies thereof furnished by the County to the Delegate Agency hereunder or furnished by the Delegate Agency to the County and/or created by the Delegate Agency for delivery to the County, even if unfinished or in process, as a result of the Services the Delegate Agency performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Delegate Agency as well as its employees, agents, Subcontractors and suppliers may use only in connection of the performance of Services under this Agreement. The Delegate Agency shall not, without the prior written consent of the County, use such documentation on any other project in which the Delegate Agency or its employees, agents, Subcontractors, or suppliers are or may become engaged. Submission or distribution by the Delegate Agency to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.
- b) All rights, title, and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Delegate Agency and its Subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.
- c) Accordingly, neither the Delegate Agency nor its employees, agents, Subcontractors, or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced, or distributed by or on behalf of the Delegate Agency, or any employee, agent, Subcontractors or supplier thereof, without the prior written consent of the County, except as required for the Delegate Agency's performance hereunder.

Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Delegate Agency and its Subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Delegate Agency hereby grants, and shall require that its Subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable, and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical

documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

## **ARTICLE 32. VENDOR REGISTRATION AND FORMS/CONFLICT OF INTEREST**

### a) Vendor Registration:

The Delegate Agency shall be a registered vendor with the County – Internal Services Department, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Delegate Agency confirms its knowledge of and commitment to comply with the following, as applicable:

- |   |   |
|---|---|
| 1. <i>Miami-Dade County Ownership Disclosure Affidavit (Section 2-8.1 of the County Code)</i>             | <i>County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)</i>                       |
| 2. <i>Miami-Dade County Employment Disclosure Affidavit (Section 2.8-1(d) (2) of the County Code)</i>     | 8. <i>Miami-Dade County Family Leave Affidavit (Article V of Chapter 11 of the County Code)</i>                           |
| 3. <i>Miami-Dade Employment Drug-free Workplace Certification (Section 2-8.1.2(b) of the County Code)</i> | 9. <i>Miami-Dade County Living Wage Affidavit (Section 2 8.9 of the County Code)</i>                                      |
| 4. <i>Miami-Dade Disability and Nondiscrimination Affidavit (Section 2-8.1.5 of the County Code)</i>      | 10. <i>Miami-Dade County Domestic Leave and Reporting Affidavit (Article 8, Section 11A-60 11A-67 of the County Code)</i> |
| 5. <i>Miami-Dade County Debarment Disclosure Affidavit (Section 10.38 of the County Code)</i>             | 11. <i>Subcontracting Practices (Ordinance 97-35)</i>   |
| 6. <i>Miami-Dade County Vendor Obligation to County Affidavit (Section 2-8.1 of the County Code)</i>      | 12. <i>Sub-Delegate Agency /Supplier Listing (Section 2-8.8 of the County Code)</i>                                       |
| 7. <i>Miami-Dade County Code of Business Ethics Affidavit (Section 2-8.1(i) and 2-11(b) (1) of the</i>    |   |

13. *Environmentally Acceptable Packaging (Resolution R 738-92)*

14. *W-9 and 8109 Forms (as required by the Internal Revenue Service)*

15. *FEIN Number or Social Security Number*

In order to establish a file, the Delegate Agency's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Delegate Agency's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- Identification of individual account records
- To make payments to individual/Delegate Agency for goods

and services provided to Miami-Dade County

- Tax reporting purposes
- To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records

16. *Office of the Inspector General (Section 2-1076 of the County Code)*

17. *Small Business Enterprises*

The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.

18. *Antitrust Laws*

By acceptance of any contract, the Delegate Agency agrees to comply with all antitrust laws of the United States and the State of Florida.

b) Conflict of Interest

Section 2-11.1(d) of Miami-Dade County Code requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

**ARTICLE 33. INSPECTOR GENERAL REVIEWS**

**Independent Private Sector Inspector General Reviews**

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Delegate Agency shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Delegate Agency's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Delegate Agency, its officers, agents, employees, Subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Delegate Agency in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Delegate Agency or any third party.

### **Miami-Dade County Inspector General Review**

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts.

The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget, and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspector general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Delegate Agency, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Delegate Agency from the Inspector General or IPSIG retained by the Inspector General, the Delegate Agency shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Delegate Agency's possession, custody, or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and

agreements relating to successful and unsuccessful Subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

#### **ARTICLE 34. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS**

Delegate Agency agrees to be familiar with and comply with the provisions of any and all applicable Federal, State, and County laws, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including but not limited to:

- a) Equal Employment Opportunity, Executive Order 11246, entitled "Equal Opportunity", as amended by Executive Order No. 11375, as supplemented by the Department of Labor Relations (41 CFR, Part 60); the Americans with Disabilities Act of 1990, and implementing regulations; the Rehabilitation Act of 1973, as amended; Chapter 553 of the Florida Statutes and any and all other local, State, and Federal directives, ordinances, rules, orders and laws relating to people with disabilities.
- b) Environmental Protection Agency, as applicable to this Contract.
- c) Miami-Dade County Code, Chapter 11A, as amended. All Delegate Agency and Subcontractors performing work in connection with this Contract shall provide equal opportunity for employment and shall not discriminate because of race, religion, color, ancestry, age, sex, national origin, pregnancy, familial status, gender identity, gender expression, sexual orientation, or actual or perceived status as a victim of domestic violence, dating violence or stalking, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Delegate Agency agrees to post in conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.
- d) "Conflicts of Interest" Section 2-11.1 of the Miami-Dade County Code.
- e) Miami-Dade County Code Section 10-38 "Debarment."
- f) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.

- g) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- h) For the facilities where Head Start and Extended Care services are provided, prior to and throughout the Contract, Delegate Agency shall:
  - 1. Be licensed by the State of Florida, Department of Children and Families, to operate the childcare facility, except to the extent exempted pursuant to the provisions of sections 402.301-402.319, Florida Statutes for a religious exemption.
  - 2. Be an active sponsor of the U.S. Department of Agriculture (USDA) Child Care Food Program.
- i) Background Screenings, as follows:
  - 1. Abide by all background screening and employment requirements of the Program including but not limited to 42 U.S.C. 9843a, requiring interviews and verification of references of individuals seeking employment with the Program; and
  - 2. Ensure that employees, subcontracted personnel and volunteers who work with vulnerable persons, including children, satisfactorily complete and pass Level 2 background screening local law enforcement screening before working with vulnerable persons, including children.
  - 3. An Affidavit of Good Moral Character shall be completed and notarized for each employee, volunteer and subcontracted personnel upon hiring.
  - 4. All employee personnel files shall reflect the initiation and completion of the required background screening checks.
  - 5. Upon execution of an employee or sub contract the Delegate Agency shall furnish the Program with proof that the background screening Level 2 was completed. If the Delegate Agency fails to furnish to the CAHSD Program proof that background screening Level 2 was initiated and completed prior to working directly with infants, toddlers, children and youth, the County shall not disburse any further funds and the contract may be subject to termination at the sole discretion of the County.
  - 6. The Delegate Agency shall retain all records, demonstrating compliance with the background screening required herein for not less than three years beyond the last date that all applicable terms of the contract have been complied with and final payment has been received and appropriate audits have been submitted to, and accepted by, the appropriate entity.

Notwithstanding any other provision of this Agreement, Delegate Agency 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 Delegate Agency, constitute a violation of any law or regulation to which Delegate Agency is subject, including

but not limited to laws and regulations requiring that Delegate Agency conduct its operations in a safe and sound manner.

**ARTICLE 35. NONDISCRIMINATION**

During the performance of this Contract, Delegate Agency agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Delegate Agency attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Delegate Agency or any owner, subsidiary or other firm affiliated with or related to the Delegate Agency is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Delegate Agency submits a false affidavit pursuant to this Resolution or the Delegate Agency violates the Act or the Resolution during the term of this Contract, even if the Delegate Agency was not in violation at the time it submitted its affidavit.

**ARTICLE 36. CONFLICT OF INTEREST**

The Delegate Agency represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.
  
- b) There are no undisclosed persons or entities interested which the Delegate Agency intends to benefit through this Agreement. This Agreement is entered into by the Delegate Agency without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
  - i. is interested on behalf of or through the Delegate Agency directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement

relates or in any portion of the revenues; or

- ii. is an employee, agent, advisor, or consultant to the Delegate Agency or to the best of the Delegate Agency's knowledge any Subcontractor or supplier to the Delegate Agency.
- c) Neither the Delegate Agency nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Delegate Agency shall have an interest which is in conflict with the Delegate Agency's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship after receiving an opinion to that effect from the Miami-Dade County Commission on Ethics, provided the Delegate Agency provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Delegate Agency has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Delegate Agency shall promptly bring such information to the attention of the County's Project Manager. Delegate Agency shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Delegate Agency receives from the Project Manager in regard to remedying the situation. The County, at its sole discretion, may further refer investigation to the Commission on Ethics.

### **ARTICLE 37. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION**

Under no circumstances shall the Delegate Agency without the express written consent of the County:

- a) Issue or permit to be issued any press release, advertisement, or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Delegate Agency first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any Delegate Agency, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written



approval and instruction of the County; and

- c) Except as may be required by law, the Delegate Agency and its employees, agents, Subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Delegate Agency or such parties has been approved or endorsed by the County.

**ARTICLE 38. BANKRUPTCY**

The County reserves the right to terminate this contract, if, during the term of any contract the Delegate Agency has with the County, the Delegate Agency becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Delegate Agency under federal bankruptcy law or any state insolvency law.

**ARTICLE 39. GOVERNING LAW**

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

**ARTICLE 40. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION**

Any person or entity that performs or assists Miami-Dade County 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 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards include, but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and Subcontractors agree to the same restrictions and conditions that apply to the Delegate Agency and reasonable assurances that IIHI/PHI will be held confidential;
5. Making PHI available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer as may be required by law;

- 7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
- 8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Delegate Agency must give its customers written notice of its privacy information practices including, specifically, a description of the types of uses and disclosures that would be made with protected health information.

**ARTICLE 41. SURVIVAL**

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Delegate Agency and the County under this Agreement, which by nature would continue beyond the termination, cancellation, or expiration thereof, shall survive termination, cancellation, or expiration hereof.

**ARTICLE 42. THIRD PARTY BENEFICIARIES**

The parties expressly agree this Agreement has no intended third party beneficiaries.

**ARTICLE 43. TOTALITY OF AGREEMENT**

This Agreement and Appendices, 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:

- Appendix A: Scope of Services
- Appendix B: Budget Forms
- Budget Forms as approved per Program Year

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

Delegate Agency

Miami-Dade County

By:

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

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

Name \_\_\_\_\_

Title:

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

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

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

Attest:  
\_\_\_\_\_

Attest: \_\_\_\_\_

Corporate Secretary/Notary Public

Clerk of the Board

Approved as to form  
and legal sufficiency

\_\_\_\_\_  
Assistant County Attorney



**Appendix A**  
**Scope of Services**  
**Delegate Agencies Extended Care Program for Head Start Children**

**1. Services To Be Provided**

**A. Required Services**

The Delegate Agency shall provide the following services:

1. Operate an Extended Care Program for currently enrolled Head Start Children that focuses on the delivery of aftercare and education services for low-income and historically disadvantaged preschool children (ages three to five years old) and their families.
2. The Program structure must be approved by the County. The approved Program shall provide a minimum of 2 hours per day of early childhood extended care and education through direct child contact. The approved Program will follow the Miami-Dade County Community Action and Human Services Department (CAHSD) Head Start/Early Head Start schedule. Holidays and teacher workdays will be observed following the Miami-Dade County CAHSD Head Start schedule. The County also reserves the right to incorporate any updates to the Extended Care Program for Head Start Children as may be necessary and required, to accommodate any Program changes, as determined in the County's sole discretion.
3. Subject to prior approval by the County, Delegate Agency may request and receive funds for the Extended Care Program outside of the Head Start Program year, during the months of June and July.
4. Administer the Extended Care Program for Head Start Children in the areas identified by the divisions' Community Assessment and stipulated in the Extended Care Proposal.

**B. Key Personnel**

The Delegate Agency shall perform the following tasks in providing the services:

1. Establish and maintain an organizational structure that supports the accomplishment of Program objectives. The structure shall address the major functions and responsibilities assigned to Delegate Agency staff position and must provide evidence of adequate mechanisms for staff supervision and support. The Delegate Agency shall ensure that staff and sub consultants have the knowledge, skills and experience necessary to perform the assigned functions responsibly.

2. Ensure that all Extended Care teachers providing direct services to participant children and families in Head Start centers have a minimum of a National Child Development Associate (CDA) Credential, or comparable credential.
3. Ensure that all Program teachers with a comparable credential meet the requirement of, at minimum, a "Birth Through Five Child Care Credential" equivalent to a child development associate credential, pursuant to 402.305(3)(b), F.S., and offered through one of the following programs: Florida Child Care Professional Credential (FCCPC), Florida Department of Education Child Care Apprenticeship Certificate (CCAC), and Florida Department of Education Early Childhood Professional Certificate (ECPC). Issuance of a Birth Through Five Child Care Credential certifies successful completion of a department approved training program that consists of a minimum of 120 hours of early childhood instruction, 480 contact hours with children ages birth through eight years, and a formal observation. Credentials must be documented on CF-FSP Form 5270, Florida Child Care Professional Credential Certificate, which is incorporated by reference in 65C-22.001(7)(j), F.A.C. A copy of CF-FSP 5270 may be obtained from the department's website at [www.myflfamilies.com/childcare](http://www.myflfamilies.com/childcare).
4. The delegate must assure that each staff member has an initial health examination (that includes screening for tuberculosis) and a periodic re-examination (as recommended by their health care provider or as mandated by State, Tribal, or local laws) so as to assure that they do not, because of communicable diseases, pose a significant risk to the health or safety of others in the program that cannot be eliminated or reduced by reasonable accommodation. This requirement must be implemented consistent with the requirements of the Americans with Disabilities Act and section 504 of the Rehabilitation Act.
5. Employ paid and properly credentialed staff persons for each classroom to ensure that ratios are maintained at all times according to the Florida Statutes and regulations. The staff-to-child ratio, as established in Section 402.305(4), F.S., is based on primary responsibility for the direct supervision of children and applies at all times while children are in the Delegate Agency's care.

### **C. Enrollment/Center Operations**

The Delegate Agency shall perform the following tasks in providing the services:

1. Head Start Program Year: Operate the centers for a total of ten hours a day (eight hours under the Head Start Program and two hours under the Extended Care Program). No center may operate for less time and no fee can be charged to the parent for this time.
2. Summer Care: If summer programming is offered, and as approved by County, operate the centers for a minimum of 8 hours a day under the Extended Care Program during the months of June and July. The total number of weeks will be determined based on the availability of funds.

3. Comply with Life, Safety and Fire Prevention Codes to include State of Florida Standards for Safety. The Delegate Agency shall hold documented annual fire inspection reports and a Life Safety Operating Permit for each facility rendering Program Service. The Delegate Agency shall keep on file the most recent inspection and furnish the County with a copy at the time of executing the Agreement.
4. Comply with the State of Florida and/or any municipality mandate, to have a service site Health Inspection Certificate. The Delegate Agency shall keep on file the most recent inspection and furnish the County with a copy at the time of executing the Agreement.
5. Provide services to children enrolled in the Program in a classroom with adequate square footage ratios per child (35 square feet per child exclusive of hallways, bathrooms and office space): The maximum number of children allowed in a classroom is twenty. Adequate playground square footage should be 75 square feet per child. Delegate Agency early childhood agencies shall ensure the square footage requirement is adequate for the number of children served.
6. Operate the centers Monday – Friday, from 8:00am to 6:00pm (8:00am - 4:00pm for the Head Start Program and 4:00pm to 6:00pm for the Extended Care Program). Subject to prior County approval, the center may operate from 7:00am to 5:00pm or 7:30 am to 5:30pm for the Program.
7. No Center may operate for less time and no fee can be charged for this time. Additional Services that fall outside of this timeframe may be offered either free of charge or for a fee. If a fee is charged for before care, the Delegate Agency shall send a notice to the parents advising them that the service is not part of the Program Services. A copy of this letter must be submitted to the County's Program.

#### **H. Child Development and Health Services**

The Delegate Agency shall perform the following tasks in providing the Extended Care services:

1. Provide an afternoon snack that meets with U.S.D.A. Child Care Food Program requirements. The Delegate Agency shall ensure that staff is present at all meals with the children on a daily basis. All children and assigned classroom staff, including volunteers shall eat together family style and share the same menu to the best extent possible.
2. Establish, train staff on, implement, and enforce a system of health and safety practices that ensure children are kept safe at all times. The Delegate Agency must consult Caring for our Children Basics for additional information to develop and implement adequate safety policies and practices.
3. Develop and implement a system of management, including ongoing training, oversight, correction and continuous improvement, that includes policies and practices to ensure all facilities, equipment and materials, background checks,

safety training, safety and hygiene practices and administrative safety procedures are adequate to ensure child safety.

### **I. Comprehensive Services**

The Delegate Agency shall perform the following tasks in providing the services:

1. Track attendance for each child, promote regular attendance, and maintain 85% Average Daily Attendance.
2. Provide all-inclusive disability services for all children enrolled in the Program, including access to therapy appointments, special equipment and devices, and sign language interpretation and materials.
3. Provide Daily Lesson Plan Activities with a focus on STEAM for all program classrooms.
4. Provide a daily early childhood care and education program for preschoolers emphasizing the social, physical, emotional, linguistic and appropriate cognitive skills.
5. Provide daily educational experiences following a County approved High Scope Curriculum or another County approved research-based curriculum. Any special enhancements, research or grant project that affect the curriculum must be approved by the County prior to implementation.
6. Refer Unemployed families to the Beacon Council's Miami Community Ventures Program (MCVP).
7. Inform families of the services available through MCVP.
8. Document referrals to MCVP in ChildPlus
9. Follow Up on the referrals and document progress in ChildPlus on a biweekly basis
10. Allow Success Coaches from MCVP with access to facilities and families upon consent.
11. Ensure the appropriate documentation of program services is maintained.

### **J. Record Keeping/Monitoring/Confidentiality**

The Delegate Agency shall perform the following tasks in providing the services:

1. Conform to the Program's ChildPlus, Child Assessment System, and Ages and Stages Information Systems for the collection and reporting of data on Program children, to include measuring outcomes. The Delegate Agency shall have the capabilities to adequately meet the needs of the Program technical requirements of the software applications.
2. Prepare, retain and permit County staff to inspect all records as the County deems necessary.
3. Subject to applicable law, permit the County's staff to monitor all facilities, services,



staff, and participant children and their families' records at any time during Program operation, with or without prior notice from the County staff. Fully cooperate with County staff during all such monitoring visits.

4. Correct quality and compliance issues immediately, or as quickly as possible, and implement procedures that prevent recurrence of previous quality and compliance issues, including previously identified deficiencies, safety incidents, and audit findings.
5. Transfer the Delegate Agency's activities, records and any assets purchased with funds under this Program to an entity as determined by the County, in the event of contract termination.
6. The Delegate Agency shall not use or disclose any information concerning a recipient of services herein for any purpose not in conformity with Program Regulations or other applicable law, except with written consent from the recipient's responsible parent or guardian, when authorized by law.
7. Delegate Agency shall have the technical capabilities to adequately meet the needs of the Program technical requirements of the software applications.

## **K. Reporting Requirements**

### **1. Monthly Reports**

The Delegate Agency shall provide to the Program a monthly report for the services provided, to be prepared and submitted through the ChildPlus application or original form as requested by the Program.

The monthly report shall include, but not be limited to, the following information

- a. Child Care Food Program Claims Reimbursement
- b. Program income and expenses detailed on a spreadsheet attachment listing entity of reach service

### **2. Periodic Reports**

- a. Listing of compliance issues or areas of concern identified by the County with a detailed corrective action plan
- b. Child Care Food Program Administrative Review
- c. Child Care Food Program Close-Out Report

The above listed information should be up to date and readily available so that the County may access it at any time.

### **3. Incident Reporting**

The Delegate Agency shall immediately report knowledge or reasonable suspicion of abuse, neglect or abandonment of a child, aged person, or disabled adult to the Florida Abuse Hotline, at the statewide toll-free telephone number (1-800-96-

ABUSE). As required by Chapter 39 and 415 of the Florida Statutes, this is binding upon both the Delegate Agency and all its employees and agents.

The Delegate Agency shall immediately report knowledge or reasonable suspicion of abuse, neglect or abandonment of a child, aged person, or disabled adult, to the County, including *all* infants and toddlers enrolled at the Delegate Agency's site(s).

The Delegate Agency shall have a comprehensive policies and procedures plan on handling child abuse allegations and offer a training program to all staff on child abuse prevention, detection and reporting of child abuse allegations. The comprehensive policies and procedures will include designating an individual as an Incident Liaison who is responsible for reporting incidents and tracking the determination of such incidents.

Ensure 100% compliance with the County's incident reporting procedures. The Program has a zero tolerance policy for abuse and neglect.

The Delegate Agency must immediately report to the County:

- a. Incidents affecting the health and safety of program participants, circumstances affecting the financial viability of the program, breaches of personally identifiable information, or program involvement in legal proceedings, any matter for which notification or a report to state, tribal, or local authorities is required by applicable law
- b. Incidents that require classrooms or centers to be closed for any reason;
- c. Legal proceedings by any party that are directly related to program operations; and,
- d. All conditions required to be reported under 45 CFR 1304.12, including disqualification from the Child and Adult Care Food Program (CACFP) and license revocation.

#### **L. County Responsibilities**

The County, serving as the Extended Care Program for Head Start Children Grantee, will:

1. Maintain oversight of the Extended Care Program for Head Start Children.
2. Maintain oversight and engagement of other specific County wide Advisory Committees as deemed appropriate
3. Provide training and technical assistance, as requested and necessary, to the Delegate Agency. The County will notify the Delegate Agency of all local, state, and national conferences that the County considers of relevance to the Program.
4. Reimburse the Delegate Agency for nutrition services provided to children enrolled in the Program, which are not covered, by the USDA Child and Adult Care Food Program

5. The County will provide licenses for the following programmatic operations:
  - a. Child Outcomes Assessment System
  - b. ChildPlus Tracking System; and
  - c. Ages and Stages On-Line Screening System
  - d. Galileo Pre-K Online, Assessment Technology Incorporated (ATI)
  - e. Deveraux Early Childhood Assessment
6. Provide Lesson Plan Booklets for all Extended Care Program for Head Start Children Classrooms.

## Miami Community Ventures Program in Miami-Dade County

THIS AGREEMENT made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between Miami-Dade County, a political subdivision of the State of Florida, through its Office of Management and Budget, Grants Coordination division (hereinafter referred to as "County," or "OMB-GC," or "OMB"), having its principal office at 111 N.W. 1st Street, Suite 2900, Miami, Florida 33128, and the Beacon Council Economic Development Foundation Inc., a not-for-profit corporation organized and existing under the laws of the State of Florida, having its principal office at 80 SW 8th Street, Suite 2400, Miami, Florida 33130 (hereinafter referred to as the "Foundation"), states conditions and covenants for the rendering of services referenced in the Scope of Services attached hereto as Attachment A (hereinafter referred to as "Services" or "Work" for the County).

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

WHEREAS, the County and the Foundation (collectively the "Partners" or "Parties") agree to enter into this Agreement in which the County will monitor the implementation of the Miami Community Ventures Program ("MCV" or "Program") in partnership with the Foundation, who will coordinate, plan and execute all aspects of the Program; and,

WHEREAS, the Miami Community Ventures Program will focus on communities with the greatest need (20%+ poverty rates). Partnerships with Head Start and other entities listed in the "Partnerships" strategy, have been overlaid to maximize resources and impact. and who reside in neighborhoods which experience poverty rates above 25 percent; and,

WHEREAS, the Miami Community Ventures Program will provide targeted assistance in the areas of job training, employment and retention, transportation, childcare, financial literacy training and other social services to eligible ~~Head Start and Early Start parents, female~~ heads of households, veterans and at-risk youth; and,

WHEREAS, the collaborative histories, commitments and services included in this Agreement, herein, shall provide the framework for the services to be provided through this collaborative initiative;

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 word "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), all other appendices and attachments hereto, all amendments issued hereto and all associated addenda.
- b) The words "Agreement Date" to mean the date on which this Agreement is effective.
- c) The word "Foundation" to mean The Beacon Council Economic Development Foundation Inc. and its permitted successors.
- d) The word "Days" to mean Calendar Days.
- e) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Foundation to the County's Project Manager for review and approval pursuant to the terms of this Agreement.
- f) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.
- g) The words "Extra Work" or "Additional Work" to mean additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Agreement, as directed and/or approved by the County.
- h) The words "Project Manager" to mean the County's Director of the Office of Management and Budget, or the duly authorized representative designated to manage this Agreement.
- i) The words "Scope of Services" or "Work" to mean the document appended hereto as Appendix A, which details the work to be performed by the Foundation.
- j) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Foundation, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Foundation and whether or not in privity of the Agreement with the Foundation.
- k) The words "Work", "Services," "Program," or "Project" to mean all matters and things required to be done by the Foundation in accordance with the provisions of this Agreement.

## **ARTICLE 2. ORDER OF PRECEDENCE**

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions and 2) the Scope of Services (Appendix A).

**ARTICLE 3. RULES OF INTERPRETATION**

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Agreement, nor affect the meaning thereof.

**ARTICLE 4. NATURE OF THE AGREEMENT**

- a) The Foundation shall provide the services set forth in the Scope of Services and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.
- b) The Foundation acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Agreement. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Foundation shall perform the same as though they were specifically mentioned, described and delineated.
- c) The Foundation shall furnish all labor, materials, tools, supplies and other items required to perform the Work and Services that are necessary for the completion of this Agreement. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.
- d) The Foundation acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Foundation agrees to provide input on policy issues in the form of recommendations. The Foundation agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Foundation agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

**ARTICLE 5. EFFECTIVE TERM**

The Agreement shall become effective on the Agreement Date and shall continue through September 30, 2020. The County reserves the right to exercise its option to extend this Agreement for up to ninety (90) calendar days beyond the current period and will notify the Foundation in writing of the extension. This Agreement may be extended beyond the initial ninety (90) calendar day extension period by mutual agreement between the County and the Foundation, contingent upon an annual budget appropriation approval by the Board of County Commissioners.

**ARTICLE 6. NOTICE REQUIREMENTS**

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

**(1) to the County**

Miami-Dade Office of Management  
and Budget  
111 NW 1<sup>st</sup> Street, 22<sup>nd</sup> Floor  
Miami, Florida 33128  
Attn: Jennifer Moon, Director/Deputy  
Mayor  
Phone: (305) 375-5143  
E-mail: [JGM@miamidade.gov](mailto:JGM@miamidade.gov)

**(2) to the Foundation**

The Beacon Council Economic  
Development Foundation Inc  
80 SW 8<sup>th</sup> Street, Suite 2400,  
Miami, Florida 33130  
Attn: Michael Finney, President and  
CEO  
Phone: 305-579-1300  
E-mail: [mfinney@beaconcouncil.com](mailto:mfinney@beaconcouncil.com)

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

**ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED**

The Foundation warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Foundation deemed necessary in order to determine the price the Foundation will charge to provide the Work and Services to be performed under this Agreement. The amount obligated to the Foundation by the County shall not exceed \$500,000 for the initial term of this Agreement. The County, at its sole discretion, and subject to annual appropriation by the Board of County Commissioners may amend this amount from time to time. The County shall have no obligation to pay the Foundation any additional sum in excess of this amount, except for a change and/or modification to the Agreement, which is approved and executed in writing by the County and the Foundation. All Services undertaken by the Foundation before County's approval of this Agreement shall be at the Foundation's risk and expense. Any modification(s) made to the amount obligated will be communicated, in writing, to the Foundation.

**ARTICLE 8. METHOD AND TIMES OF PAYMENT**

The Foundation agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Foundation, which are directly attributable or properly allocable to the Services, the Foundation may bill the County periodically, but not more than once per month, upon invoices certified by the Foundation. All invoices shall be taken from the books of account kept by the Foundation, shall be supported by copies of invoices, receipts, bills or other documents reasonably required by the County and shall have a unique invoice number assigned by the Foundation. It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments be made on late payments. All firms, including Small Business Enterprises, providing goods and services to the County, shall receive payment to maintain sufficient cash flow. Billings from sub-contractors under services and goods contracts with the County, that are Small Business Enterprise contract set-aside, bid preference or contain a subcontractor goal, shall be promptly reviewed and payment made by the County or Trust on those amounts not under dispute within fourteen (14) calendar days of receipt of such billing by the County or the Trust pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code of Miami-Dade. All payments due from the County, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County.

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Foundation to the County, whether under this Agreement

or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Foundation under this Agreement. Such retained amount shall be applied to the amount owed by the Foundation to the County. The Foundation shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Foundation for the applicable payment due herein.

Invoices and associated back-up documentation shall be submitted in duplicate by the Foundation to the County as follows:

Miami-Dade County  
Miami-Dade Office of Management and Budget  
111 NW 1<sup>st</sup> Street, 22<sup>nd</sup> Floor  
Miami, Florida 33128  
Attention: Jose A. Espinoza

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

## **ARTICLE 9. INDEMNIFICATION AND INSURANCE**

**Indemnification:** Vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Vendor or its employees, agents, servants, partners principals or subcontractors. Vendor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Vendor 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.

In those situations where this Agreement imposes an indemnity obligation on the Foundation, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Foundation fails to diligently defend such claims, and thereafter seek indemnity for costs from the Foundation.

**Insurance:** The Foundation shall furnish to the Internal Services Department, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- a) Worker's Compensation Insurance for all employees of the Foundation as required by Florida Statute 440.
- b) 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.
- c) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.



d) Professional Liability Insurance in an amount not less than \$1,000,000 per claim.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Foundation. 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:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

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.

**NOTE: CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY  
111 NW 1<sup>ST</sup> STREET  
SUITE 2340  
MIAMI, FL 33128**

Compliance with the foregoing requirements shall not relieve the Foundation of this liability and obligation under this section or under any other section in this Agreement.

This Agreement is contingent upon the receipt of the insurance documents, as required, within ten (10) business days. If the insurance certificate is received within the specified timeframe but not in the manner prescribed in this Agreement, the Foundation shall have an additional five (5) business days to submit a corrected certificate to the County. If the Foundation fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Foundation shall be in default of the contractual terms and conditions and award of the Agreement may be rescinded, unless such timeframe for submission has been extended by the County.

The Foundation shall assure that the Certificates of Insurance required in conjunction with this Section remain in full force for the term of the Agreement, including any renewal or extension periods that may be exercised by the County. If the Certificate(s) of Insurance is scheduled to expire during the term of the Agreement, the Foundation shall submit new or renewed Certificate(s) of Insurance to the County a minimum of ten (10) calendar days before such expiration. In the event that expired Certificate(s) of Insurance are not replaced or renewed to cover the Agreement period, the County may suspend the Agreement until the new or renewed certificates are received by the County in the manner prescribed herein. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate the Agreement for cause and the Foundation shall be responsible for all direct and indirect costs associated with such termination.

#### **ARTICLE 10. MANNER OF PERFORMANCE**

a) The Foundation shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Foundation in all aspects of the

Services. At the request of the County, the Foundation shall promptly remove from the project any Foundation's employee, subcontractor, or any other person performing Services hereunder. The Foundation agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Foundation.

- b) The Foundation agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Foundation's personnel performing services hereunder at the behest of the County. Removal and replacement of any Foundation's personnel as used in this Article shall not require the termination and or demotion of such Foundation's personnel.
- c) The Foundation agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Foundation agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- d) The Foundation warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- e) The Foundation shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- f) The Foundation shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement, including, but not limited to, applicable background screenings of its employees, volunteers, subcontractors, and independent contractors who work directly with, or who may come into contact with youth under 18 years of age, persons ages 65 years old or older, or persons of any age that have disabilities.

#### **ARTICLE 11. EMPLOYEES OF THE FOUNDATION**

All employees of the Foundation shall be considered to be, at all times, employees of the Foundation under its sole direction and not employees or agents of the County. The Foundation shall supply competent employees. The County may require the Foundation to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

#### **ARTICLE 12. INDEPENDENT FOUNDATION RELATIONSHIP**

The Foundation is, and shall be, in the performance of all work services and activities under this Agreement, an independent organization, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Foundation's sole direction, supervision and control. The Foundation shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Foundation's relationship and the relationship of its employees to the County shall be that of an independent organization and not as employees and agents of the County. The Foundation does not have the power or authority to bind the County in

any promise, agreement or representation other than specifically provided for in this Agreement.

**ARTICLE 13. AUTHORITY OF THE COUNTY'S PROJECT MANAGER**

- a) The Foundation hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Agreement; negligence, fraud or misrepresentation before or subsequent to acceptance of the Foundation's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Foundation shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Foundation agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Foundation must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Foundation and the Project Manager are unable to resolve their difference, the Foundation may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- d) In the event of such dispute, the parties to this Agreement authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Mayor within 10 days of the occurrence, event or act out of which the dispute arises.
- e) The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Foundation's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Foundation to the County Mayor for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Foundation. Except as such remedies may be limited or waived elsewhere in the Agreement, Foundation reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

**ARTICLE 14. MUTUAL OBLIGATIONS**

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained in this Agreement. The Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the Parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.

**ARTICLE 15. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING**

The Foundation shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. Subject to, and notwithstanding anything to the contrary in Chapter 119, Florida Statutes, Public Records, the Foundation 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 three (3) years from the expiration date of this Agreement and any extension thereof.

**ARTICLE 16. AUDITS**

The County, or its duly authorized representative, shall until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Foundation's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to Section 2-481 of the Code of Miami-Dade County, the Foundation will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Foundation agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

**ARTICLE 17. SUBSTITUTION OF PERSONNEL**

In the event the Foundation wishes to substitute personnel for the key personnel identified by the Foundation's Scope of Services, the Foundation must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

**ARTICLE 18. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT**

The Foundation shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

**ARTICLE 19. SUBCONTRACTUAL RELATIONS**

- a) If the Foundation will cause any part of this Agreement to be performed by a Subcontractor, 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 Foundation; and the Foundation 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 Foundation. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Foundation.
- b) The Foundation, 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 do, 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 Foundation not to award any subcontract to a person, firm or corporation disapproved by the County.
- c) Before entering into any subcontract hereunder, the Foundation 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. Such Services performed by such Subcontractor will strictly comply with the requirements of this Agreement.
- d) In order to qualify as a Subcontractor satisfactory to the County, 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 that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.
- e) 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 Foundation's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. The Foundation shall furnish to the County copies of all subcontracts between Foundation and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Foundation in breach of this Agreement, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County 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 hereunder as more fully described herein.

**ARTICLE 20. LIENS**

The Foundation is prohibited from placing a lien on County property. This prohibition shall apply to all subcontractors.

**ARTICLE 21. SEVERABILITY**

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

**ARTICLE 22. TERMINATION AND SUSPENSION OF WORK**

- a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.
- b) The County may, as a further sanction, terminate or cancel any other agreement(s) or contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- c) The foregoing notwithstanding, any individual, corporation or other entity which 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 in accordance with the County debarment procedures. The Foundation may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the Code of Miami-Dade County.
- d) In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Foundation.
- e) In the event that the County exercises its right to terminate this Agreement, the Foundation shall, upon receipt of such notice, unless otherwise directed by the County:
  - i. stop work on the date specified in the notice ("the Effective Termination Date");
  - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
  - iii. cancel orders;
  - iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
  - v. take no action which will increase the amounts payable by the County under this Agreement; and
  - vi. comply with Article 35. Public Records.
- f) In the event that the County exercises its right to terminate this Agreement, the Foundation will be compensated as stated in the payment Articles herein for the:
  - i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
  - ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.
  - iii. All compensation pursuant to this Article are subject to audit.

**ARTICLE 23. EVENT OF DEFAULT**

- a) An Event of Default shall mean a breach of this Agreement by the Foundation. Without limiting the generality of the foregoing, and in addition to those instances referred to herein as a breach, an Event of Default shall include the following:
- i. the Foundation has not delivered Deliverables on a timely basis;
  - ii. the Foundation has refused or failed to supply enough properly skilled staff personnel;
  - iii. the Foundation has failed to make prompt payment to subcontractors or suppliers for any Services;
  - iv. the Foundation has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Foundation's creditors, or the Foundation has taken advantage of any insolvency statute or debtor/creditor law or if the Foundation's affairs have been put in the hands of a receiver;
  - v. the Foundation has failed to obtain the approval of the County where required by this Agreement;
  - vi. the Foundation has failed to provide "adequate assurances" as required under subsection b below;
  - vii. the Foundation has failed in the representation of any warranties stated herein.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Foundation's ability to perform the Services or any portion thereof, the County may request that the Foundation, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Foundation's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Foundation for portions of the Services which the Foundation has not performed. In the event that the Foundation fails to provide to the County the requested assurances within the prescribed timeframe, the County may:
- i. treat such failure as a repudiation of this Agreement; and
  - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

In the event the County shall terminate this Agreement for default, the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

**ARTICLE 24. NOTICE OF DEFAULT - OPPORTUNITY TO CURE**

If an Event of Default occurs in the determination of the County, the County may so notify the Foundation ("Default Notice"), specifying the basis for such default, and advising the Foundation that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Foundation to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may

grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Foundation has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date the Foundation shall discontinue the Services upon the Termination Date.

#### **ARTICLE 25. REMEDIES IN THE EVENT OF DEFAULT**

If an Event of Default occurs, the Foundation shall be liable for all damages resulting from the default, including but not limited to:

- i. lost revenues;
- ii. the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and
- iii. such other direct damages.

The Foundation shall also remain liable for any liabilities and claims related to the Foundation's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

#### **ARTICLE 26. PATENT AND COPYRIGHT INDEMNIFICATION**

- a) The Foundation shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third-party proprietary rights in the performance of the Work.
- b) The Foundation warrants that all Deliverables furnished hereunder, including but not limited to: equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.
- c) The Foundation shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Foundation at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.
- d) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Foundation shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Foundation's expense, the rights provided under this Agreement to use the item(s).
- e) The Foundation shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright



infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Foundation shall enter into agreements with all suppliers and subcontractors at the Foundation's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

## **ARTICLE 27. VENDOR REGISTRATION/CONFLICT OF INTEREST**

a) Vendor Registration: The Foundation shall be a registered vendor with the County – Internal Services Department, Strategic Procurement Division, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade County, the Foundation confirms its knowledge of and commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit** (Section 2-8.1 of the Code of Miami-Dade County)
2. **Miami-Dade County Employment Disclosure Affidavit** (Section 2.8.1(d)(2) of the Code of Miami-Dade County)
3. **Miami-Dade County Employment Drug-free Workplace Certification** (Section 2-8.1.2(b) of the Code of Miami-Dade County)
4. **Miami-Dade County Disability and Nondiscrimination Affidavit** (Section 2-8.1.5 of the Code of Miami-Dade County)
5. **Miami-Dade County Debarment Disclosure Affidavit** (Section 10.38 of the Code of Miami-Dade County)
6. **Miami-Dade County Vendor Obligation to County Affidavit** (Section 2-8.1 of the Code of Miami-Dade County)
7. **Miami-Dade County Code of Business Ethics Affidavit** (Sections 2-8.1(i), 2-11.1(b)(1) through (6) and (9), and 2-11.1(c) of the Code of Miami-Dade County)
8. **Miami-Dade County Family Leave Affidavit** (Article V of Chapter 11 of the Code of Miami-Dade County)
9. **Miami-Dade County Living Wage Affidavit** (Section 2-8.9 of the Code of Miami-Dade County)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit** (Article VIII, Section 11A-60 - 11A-67 of the Code of Miami-Dade County)
11. **Miami-Dade County E-Verify Affidavit** (Executive Order 11-116)
12. **Miami-Dade County Pay Parity Affidavit** (Resolution R-1072-17)
13. **Miami-Dade County Suspected Workers' Compensation Fraud Affidavit** (Resolution R-919-18)
14. **Subcontracting Practices** (Section 2-8.8 of the Code of Miami-Dade County)
15. **Subcontractor/Supplier Listing** (Section 2-8.1 of the Code of Miami-Dade County)
16. **Form W-9 and 147c Letter** (as required by the Internal Revenue Service)
17. **FEIN Number or Social Security Number**. In order to establish a file, the Foundation's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Foundation's "County Vendor Number". To comply

with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- Identification of individual account records
- To make payments to individual/Foundation for goods and services provided to Miami-Dade County
- Tax reporting purposes
- To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records

18. **Office of the Inspector General** (Section 2-1076 of the Code of Miami-Dade County)

19. **Small Business Enterprises.** The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.1.1.1.1, 2-8.1.1.1.2 and 2-8.2.2 of the Code of Miami-Dade County and Title 49 of the Code of Federal Regulations.

20. **Antitrust Laws.** By acceptance of any contract, the Foundation agrees to comply with all antitrust laws of the United States and the State of Florida.

- b) Conflict of Interest and Code of Ethics: Section 2-11.1(d) of the Code of Miami-Dade County requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. All autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Code of Miami-Dade County relating to Conflict of Interest and Code of Ethics. In accordance with Section 2-11.1 (y), the Miami-Dade County Commission on Ethics and Public Trust (Ethics Commission) shall be empowered to review, interpret, render advisory opinions and letters of instruction and enforce the Conflict of Interest and Code of Ethics Ordinance.

## **ARTICLE 28. INSPECTOR GENERAL REVIEWS**

### **Independent Private Sector Inspector General Reviews**

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Foundation shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Foundation's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Foundation, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Foundation in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Foundation or any third party.

**Miami-Dade County Inspector General Review**

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Foundation. The audit cost shall also be included in all change orders and all contract renewals and extensions.

**Exception:** The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Implementing Order 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. **Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.**

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Foundation, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Foundation from the Inspector General or IPSIG retained by the Inspector General, the Foundation shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Foundation's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

**ARTICLE 29. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS**

The Foundation agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances,

rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

- a) Executive Order 11246 "Equal Employment Opportunity", as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR chapter 60), as well as the Americans with Disabilities Act of 1990 and implementing regulations, the Rehabilitation Act of 1973, as amended, chapter 553, Florida Statutes, and any and all other local, State and Federal directives, ordinances, rules, orders, and laws relating to people with disabilities and Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as may be applicable.
- b) Miami-Dade County Small Business Enterprises Development Participation Provisions, as applicable to this Agreement.
- c) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics."
- d) Section 10-38 of the Code of Miami-Dade County, "Debarment of Foundations from County Work."
- e) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave."
- f) Section 21-255 of the Code of Miami-Dade County, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- g) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited."
- h) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 et seq.) "Discrimination; "
- i) Chapter 22 of the Code of Miami-Dade County (§ 22-1 et seq.) "Wage Theft."
- j) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 et seq.) "Business Regulations."
- k) Any other laws prohibiting wage rate discrimination based on sex.
- l) Title VII of the Civil Rights Act of 1968, as amended; the Age Discrimination Act of 1975, 42 U.S.C. § 6101, as amended.

Pursuant to Resolution R-1072-17, by entering into this Agreement, the Foundation is certifying that the Foundation is in compliance with, and will continue to comply with, the provisions of items "h" through "k" above.

The Foundation shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Foundation for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Foundation. The Project Manager shall verify the certification(s), license(s), permit(s), etc. for the Foundation prior to authorizing work and as needed.

Notwithstanding any other provision of this Agreement, the Foundation 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 Foundation, constitute a violation of any law or regulation to which Foundation is subject, including but not limited to laws and regulations requiring that Foundation conduct its operations in a safe and sound manner.

**ARTICLE 30. NONDISCRIMINATION**

During the performance of this Agreement, the Foundation agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Agreement, the Foundation attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Foundation or any owner, subsidiary or other firm affiliated with or related to the Foundation is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Agreement void. This Agreement shall be void if the Foundation submits a false affidavit or the Foundation violates the Act or the Resolution during the term of this Agreement, even if the Foundation was not in violation at the time it submitted its affidavit.

**ARTICLE 31. CONFLICT OF INTEREST**

The Foundation represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- b) There are no undisclosed persons or entities interested with the Foundation in this Agreement. This Agreement is entered into by the Foundation without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
  - (i.) is interested on behalf of or through the Foundation directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
  - (ii.) is an employee, agent, advisor, or consultant to the Foundation or to the best of the Foundation's knowledge any subcontractor or supplier to the Foundation.
- c) Neither the Foundation nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Foundation shall have an interest which is in conflict with the Foundation's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Foundation provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Foundation has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, the Foundation shall promptly bring such information to the attention of the County's Project Manager. The Foundation shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Foundation receives from the Project Manager in regard to remedying the situation.

### **ARTICLE 32. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION**

Under no circumstances shall the Foundation without the express written consent of the County. Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Foundation first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable.

### **ARTICLE 33. BANKRUPTCY**

The County reserves the right to terminate this Agreement, if, during the term of any contract the Foundation has with the County, the Foundation becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Foundation under federal bankruptcy law or any state insolvency law.

### **ARTICLE 34. GOVERNING LAW**

This Agreement, including appendices, and all matters relating to this Agreement (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County, Florida.

### **ARTICLE 35. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY**

The Foundation shall comply with the Public Records Laws of the State of Florida, including but not limited to, 1) keeping and maintaining all public records that ordinarily and necessarily would be required by the County in order to perform the service; 2) providing the County, upon the request from the County's custodian of public records identified herein, 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) ensuring 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 Foundation does not transfer the records to County; and upon completion of the contract, transferring, at no cost, to the County, all public records in possession of the Foundation or keep and maintain public records required by the County to perform the service. If the Foundation transfers all public records to the County upon completion of this Agreement, the Foundation shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Foundation keeps and maintains public

records upon completion of the contract, the Foundation shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to 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. The Foundation’s failure to comply with the public records requirements 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. The Foundation shall be responsible for indemnifying the County in any litigation resulting from its failure to comply with the Public Records laws and 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 FOUNDATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FOUNDATION’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

Miami-Dade County  
Office of Management and Budget-Grants Coordination  
111 N.W. 1st Street, 22nd Floor  
Miami, Florida 33128  
Attention: Barbara Soto  
Email: [Barbara.Soto@miamidade.gov](mailto:Barbara.Soto@miamidade.gov)

**ARTICLE 36. SURVIVAL**

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Foundation and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

***SIGNATURES APPEAR ON THE FOLLOWING PAGE***

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Agreement date herein above set forth.

Foundation

Miami-Dade County

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: Carlos A. Gimenez  
Title: Mayor  
Date: \_\_\_\_\_  
Attest: \_\_\_\_\_  
Clerk of the Board

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_ (name) \_\_\_\_\_ as \_\_\_\_\_ (title) \_\_\_\_\_ for \_\_\_\_\_ (name of agency) \_\_\_\_\_. Said person is personally known or produced the following identification \_\_\_\_\_.

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

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

Notary Seal/Stamp:

Approved as to form and legal  
sufficiency

\_\_\_\_\_  
Assistant County Attorney



# Miami Community Ventures

**BUSINESS PLAN 2019 – 2020**

THE BEACON COUNCIL FOUNDATION | 80 SW 8th Street, Miami, Florida 33130

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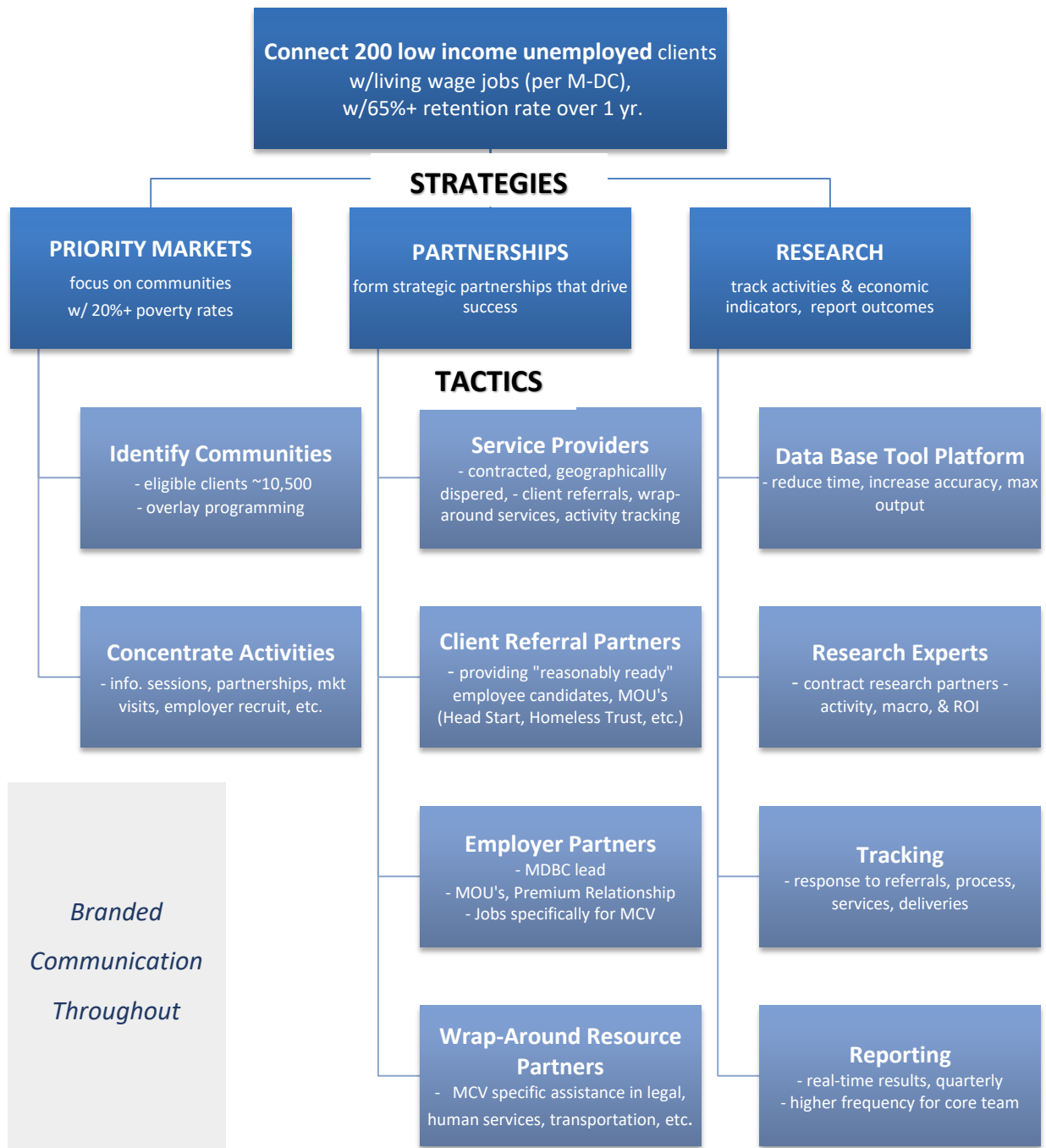
# PLAN FY 2019/20

## STRATEGIC MAP

### GOAL

Reduce poverty and crime in the most under-served communities in Miami-Dade County. Transition our under-served residents from poverty to sustainable prosperity building.

### OBJECTIVE 2019/20



## GOAL

Reduce poverty and crime in the most under-served communities in Miami-Dade County. Transition our under-served residents from poverty to sustainable prosperity building.

## OBJECTIVE 2019/20

The MCV objective for FY 2019/20 is to connect 200 low income “structurally unemployed” individuals in Miami-Dade County, to sustainable living wage (per M-DC rates.) jobs; with a retention rate of 65%+ in the first year of employment.

Target Audience: Public Assistance Recipients, Returning Citizens, or Disabled; with subgroups, female heads of households, veterans, and youth ages 19-29.

## STRATEGIES / TACTICS

The MCV strategies for FY 2019/20 focus on convening a select group of partners, pooling resources, and achieving sustainable living wage employment for the targeted residents of Miami-Dade County. Specific strategies include **Market Prioritization**, the establishment of **Strategic Partnerships**, and **Research** focused on activity, and return-on-investment (ROI) assessments. Elevated branded communication will be extended throughout. Enhanced infrastructure will facilitate execution. Following are the strategies and supporting tactics.

### Strategy #1: **PRIORITY MARKETS**

The strategic focus is on prioritized communities with the greatest need (20%+ poverty rates). Partnerships with Head Start and other entities listed in the “Partnerships” strategy, have been overlaid to maximize resources and impact. Total eligible clients in targeted communities equal ~10,500. Our placement plan for FY 2019/2020 is 200 clients.

### Tactics

MCV activities are focused on the following priority communities (ranked highest to lowest). Select markets have additional activities taking place, which complement MCV such that together they have the potential to accelerate results – these markets are noted in bold. The specific tactics are listed below.

#### 1. **Identify Communities** (communities with greater than 20% poverty rates)

	<u>Poverty Rate</u>		<u>Poverty Rate</u>		<u>Poverty Rate</u>
○ <b>Opa-locka</b>	50.90%	○ Gladeview	40.40%	○ City of Miami	25.80%
○ <b>Overtown****</b>	49.51%	○ Leisure City	34.70%	○ West Little River	25.40%
○ Brownsville****	47.63%	○ Pinewood****	34.28%	○ Southwest Grove****	23.78%
○ Allapattah****	45.42%	○ Naranja	32.90%	○ Princeton	23.20%
○ Little Haiti****	44.61%	○ West Perrine	31.70%	○ North Miami City	22.70%
○ <b>Liberty City****</b>	44.21%	○ Goulds	31.00%	○ Sweetwater City	22.00%
○ Little Havana****	43.67%	○ <b>Homestead City</b>	27.10%	○ <b>Miami Gardens City</b>	21.50%
○ Florida City	41.20%	○ Hialeah City	25.90%	○ Golden Glades	21.40%

\*\*\*\* Estimates based on data derived from Applied Geographic Solutions 2019.

**Activity Overlays include:** Opa-locka = Homeless Trust location/ Overtown = Homeless Trust locations, Head Start pilot center /Liberty City = Homeless Trust locations, Head Start pilot center / Homestead City = Homeless Trust locations, Head Start pilot center/Miami Gardens = Homeless Trust locations, Head Start pilot center, OIC & UITF activities

Job Developers/Success Coaches will be assigned to the following Head Start centers to facilitate placement of Head Start parents.

<u>Center Name</u>	<u>Community</u>	<u>Zone</u>
o Family Christian, Dr. Simpson, 13850 NW 26th Avenue, Opa-locka, FL	Opa-locka	North
o Easter Seals Liberty Square 6304 NW 14th Avenue, Miami, FL 33147	Liberty City	Central
o Catholic Charities, South Dade, 28520 SW 148th Avenue, Homestead, FL	Homestead	South

2. **Concentrated Activities** – Leverage all tactics listed in strategies #2 and #3 with higher frequency in these priority communities. Although MCV is available throughout the county, it is expected that most clients will come from the noted priority communities.

**Strategy #2: PARTNERSHIPS**

Establish strategic partnerships with entities that drive core success components of the MCV model. The recruitment of both clients and employers, and success wrap-around servicing for the clients pre and post hiring; are key. Following are the supporting tactics.

Tactics

Activities are focused on the development and execution of partnership agreements (contracts or MOU’s) and close working relationships with select entities.

1. **Client Service Providers** – Establishment of contracted relationships with Service Providers that refer and prepare clients for jobs, and once hired, service them with wrap-around/success coaching) for up to one year after hire.

<u>MCV Service Providers (as of 12/16/19)</u>	
o Chapman Partnership	o Opa-locka CDC
o CWTP Inc.	o Overtown Youth Center
o FIU Construction Trades	

2. **Client Referral Partners** – Establishment of relationships with community partners that offer expertise and/or access to eligible client candidates. These partners are in addition to the Service Providers and can feed in strong candidates into the pool.
3. **Employer Partners Recruitment** – Leverage MDBC resources and relationships, formally confirm employer partners with emphasis on the allocation of living wage jobs specifically for MCV candidates, execute MOU’s), and make jobs available to MCV candidates.
4. **Wrap-Around Services Support** – On-going cultivation of existing and new relationships with community organizations that can assist with the delivery of wrap-around services to MCV clients. Each organization is asked to designate an MCV contact who will personalize the assistance provided to MCV Service Providers and Success Coaches.

- |   |   |
|---|---|
| o Branches                              | o Miami-Dade County Community Action and Human Services |
| o Catalyst Miami                        | o Miami-Dade Department of Transportation               |
| o Children’s Trust                      | o Miami-Dade Economic Advocacy Trust                    |
| o Department of Human Services          | o Uber  |
| o Legal Services of Greater Miami, Inc. | o United Way  |
| o Liberty City Trust                    | o See Appendix for full list of 40+ supporters          |

This list is subject to change in response to program needs.

**Strategy #3: RESEARCH**

Track activities and economic indicators throughout the program, providing the foundation for measuring immediate-term results, and longer-term (3rd year) ROI assessments.

**TACTICS**

Activate a research model using technology to collect and combine tracking activity, financial factors, and other key metrics. Eliminate redundancy, increase accuracy, and meet reporting needs of all partners. Included is elevated branded communication and reporting.

1. **Data Base Tool Platform**– Establish platform to facilitate efficient, accurate, real-time tracking. The system will allow for inputs from the Service Providers, Employers, and MCV staff.
2. **Research Experts** – Contract research expert(s) for immediate-term tracking and long-term indicators.
3. **On-Going Reporting** – Research updates will be reported to core team and quarterly to sponsors and other interested parties.

**BRANDED COMMUNICATION (to be developed and implemented over the next three years)**

Basic MCV branded communication guidelines, templates, and materials are to be developed and incorporated throughout; in support of the MCV strategic plan direction.

**Messaging:** Miami Community Ventures (MCV) is collective impact initiative designed to connect low income “structurally unemployed” individuals to living wage jobs. The target audience of eligible participants includes individuals on Public Assistance, Returning Citizens, Disabled; with subgroups made up of female heads of households, veterans, and youth ages 19-29 yrs. The program is open to all residents who meet our definition of “structurally unemployed” in Miami-Dade County, with emphasis on communities having poverty rates of more than 20%. Designed to deliver longer-term economic benefits to our employees, employers, and communities; the program includes a job and wrap-around support services for up to a year after hire.

**Sample Materials:**

- Spec Sheet
- Templates – press release, presentation deck
- Website Page – general information
- MCV Employer of Choice (MCV-EOC) materials
- Banner, tablecloth,
- Jobs Flyer
- Video – success stories

**TRACKING**

The MCV model includes a shared priority focus on the implementation of the Miami Community Ventures program and on the continuous tracking of all program activities and results. The aim is to maximize deliveries for all MCV clients – employee, employer, and community.

Activity assessments and conclusions begin immediately upon the launch of the program. Included is the tracking of qualitative variables such as the experiences and perceptions of employees, employers, service providers and public perception. Primary tracking metrics include # of Job Placements, Retention (1yr.+), and Wages (living wage+ per M-DC rates).

## BUDGET

### Projections

The Budget for FY 2019/20 is \$1.310 M, impacting 200 M-DC residents. The program's ability to impact under-served unemployed members of the Miami-Dade Community will favorably impact poverty, unemployment, crime and recidivism rates, for our community.

	2019/20	Notes
Total Budget:	<b>\$1,310,000</b>	
*Budgeted MCV Job Placements	<b>200</b>	~cost per job \$6,500 - Plan for 2019-20 is 200 jobs
USES		
*Services	<b>\$501,429</b>	wrap-around services including, success coaching, transportation, uniforms, tools, childcare, emergency assistance, selected training, other TBD
**Training-Employers Specific OJT	<b>\$331,391</b>	OJT – funded by CSSFL
***Administration	<b>\$477,180</b>	2 fulltime staff – Administration at Beacon Council Foundation 2 job developer/success coach consultants ( <b>funded by CSSFL</b> ) to coordinate access at 3 Head Start locations
Total All Uses	<b>\$1,310,000</b>	

\* Transportation, Wrap-Around Services, Success Coaching, Childcare

\*\* On-the-Job Training Grants

\*\*\*Talent, Benefits, Consultants

Note: Budget is subject to change depending on program needs

	2019-20	Notes
<b>Funding Sources</b>		
Career Source South Florida	\$500,000	Employer OJT funding - \$400,000  Two (2) job developer/success coach consultants to coordinate access at three (3) Head Start locations - \$100,000
Florida Blue Foundation	\$150,000	All other program related costs
Miami-Dade County	\$500,000	All other program related costs
Baptist Health	\$100,000	All other program related costs
Bank United	\$10,000	All other program related costs
OIC	\$50,000	Support with Ex-offender job candidates
<b>Total Sources</b>	<b>\$1,310,000</b>	~cost per job \$6,500 - Plan for 2019-20 is 200 jobs

Budget Detail

Services	2019-20	Notes
Total Transportation	\$201,429	Bus passes, gas cards, carpools, other TBD
Total - Soft Skills	\$50,000	Softs skills prep/training
Total Wrap-around Services	\$75,000	Case management, tracking, tools, uniforms, etc.
Total Success Coaching	\$75,000	Success coaching from service providers
Total Childcare	\$100,000	
<b>Total Wraparound Services</b>	<b>\$501,429</b>	

Training-Employers Specific	2019-20	Notes
All OJT	\$331,391	Max allowable per job - \$5,000
Total All Employers	<b>\$331,391</b>	Funded by CSSFL

Job Title	2019-20 Annual Salary	2019-20 Benefits Cost (27% budgeted)	2019-20 Total Annual Compensation
VP-Executive Director	\$110,772	\$29,908	\$140,680
Program Manager	\$50,000	\$12,500	\$62,500
	\$160,772	\$42,408	<b>\$203,180</b>

Administration = Staff Compensation + Consultants = \$477,180

	2019-20	Notes
<b>Consulting</b>		
Interns	\$5,000	
Research	\$25,000	Data collection and analysis
IT support	\$1,500	Tech Support
MCV Implementation Support	\$5,000	Salesforce expert
SalesForce	\$4,500	Implementation support - Tech
Accountant	\$60,000	
Job Developer/Success Coach	\$135,000	Support for Head Start locations (2 at \$50K, fringes), CSSFL funded
Operating Expenses		
Travel	\$3,000	
Equipment	\$5,000	
Contingency	\$30,000	
<b>Total all consultants</b>	<b>\$ 274,000</b>	