

MEMORANDUM

Special Item No. 1

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, West Perrine Community
Redevelopment Agency

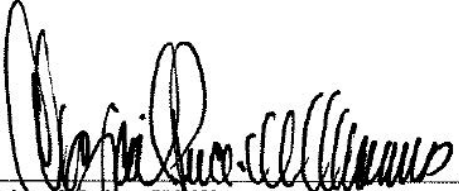
DATE: July 21, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution of the Board of
Commissioners of the West
Perrine Community
Redevelopment Agency
("Agency") approving a grant
agreement by and among the
agency and Mz. Goose Inc., a
Florida not-for-profit
corporation, in an amount not
to exceed \$75,000.00 for
operational and maintenance
support to the Historic Bethel
House Museum; and authorizing
the County Mayor to execute
said agreement on behalf of the
agency and to exercise
amendments, modifications,
cancellation or termination
clauses contained therein

RESOLUTION NO. CRA-1-20 WEST PERRINE

The accompanying resolution was prepared by the Office of Management and Budget Department and placed on the agenda at the request of Prime Sponsor Commissioner Dennis C. Moss.


Abigail Price-Williams
County Attorney

APW/cp

Memorandum



Date: July 21, 2020

To: Honorable Chairwoman Audrey M. Edmonson
and Members, West Perrine Community Redevelopment Agency

From: Carlos A. Gimenez 
Mayor

Subject: Grant Agreement with Mz. Goose, Inc., a Florida Not for Profit Corporation

Recommendation

It is recommended that the Board of the West Perrine Community Redevelopment Agency (Agency) adopt the attached resolution approving a Grant Agreement (Agreement) by and among the Agency and Mz. Goose, Inc., a Florida not for profit corporation, in an amount not to exceed \$75,000 for operational and maintenance support to the Historic Bethel House Museum (Bethel House). It is further recommended that the Board authorize the County Mayor or the County Mayor's designee to execute the Agreement on behalf of the Agency and to exercise amendments, modifications cancellation or termination clauses contained therein.

Scope

This resolution approves a grant agreement with Mz. Goose, Inc. for operational and maintenance support of Bethel House, which is located within the West Perrine Community Redevelopment Area (Area), which lies entirely within County Commission District 9, represented by Commissioner Dennis C. Moss.

Fiscal Impact / Funding Source

The grant to Mz. Goose, Inc. in an amount not to exceed \$75,000 will be funded from the Agency's Tax Increment Trust Fund.

Track Record / Monitor

Staff from the County's Office of Management and Budget will monitor the agreement.

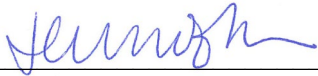
Background

Bethel House, which is operated by MZ Goose, Inc., is a historical structure and museum in the Area that celebrates the Bahamian roots of the West Perrine Community. Miami-Dade County's Historic Preservation Board designated Bethel House a historic site in 1996, which enabled the relocation and preservation of the structure. With assistance from Miami Habitat for Humanity that donated the lot the cottage presently occupies and support from Miami-Dade County, the cottage was moved two blocks to the west of its original location. A restoration program was created with a vision that included the use of both interior and outdoor areas for educational demonstrations. With funding from the County, including from County Commissioner Dennis C. Moss and other contributors, the project took shape and the rehabilitation was completed in 2006.

The Agency has funded needed repairs to maintain the functionability of the historic wooden structure. By providing funding for operational support as detailed in Attachment 1, and having accessible funding to address maintenance issues due to the natural deterioration of a wooden structure in the Florida climate, the Agency will contribute toward its mission of preserving historical dwellings that promote cultural and educational programs in the Perrine community. These programs are available to residents, students and tourists interested in learning about the Bahamian American immigrants who settled in the Area in the early 1900s. The term of the agreement is one year with two one-year options.

Honorable Chairwoman Audrey M. Edmonson
and Members, West Perrine Community Redevelopment Agency
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Mz. Goose, Inc. is dedicated to continuing the legacy of the Bethel House. The organization prides itself in preserving a piece of history that was almost lost in the Perrine community, even as the sturdy little house withstood the destructive force of Hurricane Andrew in 1992. Through financial contributions from corporate sponsors and the organization's board members, Mz. Goose, Inc. has met the operational and maintenance needs to keep the Bethel House open to the public. However, financial contributions have been sparse in recent times, creating the need to reach out to the Agency for funding to address necessary operational and maintenance expenses. The Bethel House is the only historic cultural facility serving the underprivileged youth in the redevelopment area. MZ Goose, Inc. also has an outreach program with community schools, senior centers and churches to bring visitors to the tour and learn about Bahamian-American culture.



Jennifer Moon
Deputy Mayor

Attachment

RESOLUTION NO. CRA-1-20 WEST PERRINE

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE WEST PERRINE COMMUNITY REDEVELOPMENT AGENCY (“AGENCY”) APPROVING A GRANT AGREEMENT BY AND AMONG THE AGENCY AND MZ. GOOSE INC., A FLORIDA NOT FOR PROFIT CORPORATION, IN AN AMOUNT NOT TO EXCEED \$75,000.00 FOR OPERATIONAL AND MAINTENANCE SUPPORT TO THE HISTORIC BETHEL HOUSE MUSEUM; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR’S DESIGNEE TO EXECUTE SAID AGREEMENT ON BEHALF OF THE AGENCY AND TO EXERCISE AMENDMENTS, MODIFICATIONS, CANCELLATION OR TERMINATION CLAUSES CONTAINED THEREIN

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 COMMISSIONERS OF THE WEST PERRINE COMMUNITY REDEVELOPMENT AGENCY, that:

Section 1. The matters contained in the foregoing recitals are incorporated in this resolution by reference.

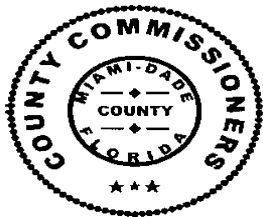
Section 2. This Board approves the grant agreement (“Agreement”) in an amount not to exceed \$75,000.00 by and among the West Perrine Community Redevelopment Agency (“Agency”) and MZ Goose, Inc. for the purpose of providing operational and maintenance support to the Historic Bethel House Bahamian Museum, in substantially the form attached hereto as Exhibit A. This Board further authorizes the County Mayor or the County Mayor’s designee to

execute the Agreement on behalf of the Agency and to exercise amendments modifications, cancellation or termination clauses contained therein.

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

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

The Chairperson thereupon declared this resolution duly passed and adopted this 21st day of July, 2020.



WEST PERRINE COMMUNITY
REDEVELOPMENT AGENCY BY
ITS BOARD OF COMMISSIONERS

HARVEY RUVIN, CLERK

By: **Melissa Adames**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Terrence A. Smith

EXHIBIT A

West Perrine Community Redevelopment Agency Tax Increment Financing Trust Fund Resolution

AGREEMENT

This Agreement made and entered into as of this _____ day of _____, by and between West Perrine Community Redevelopment Agency, a public body corporate and politic, through the Miami-Dade County Office of Management and Budget, Community Redevelopment and Municipal Services Division Coordinator (hereinafter referred to as "CRA," or "CRA Coordinator"), having its principal office at 111 NW 1st Street, 22nd Floor, Miami, Florida 33128, and Mz. Goose, Inc., a non-profit organization organized and existing under the laws of the State of Florida, having its principal office at 10203 SW 169th Terrace, Miami, Florida 33157 (hereinafter referred to as "Provider"), states conditions and covenants for the rendering of human and social services (hereinafter referred to as "Services") for the CRA.

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

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

WHEREAS, the CRA has appropriated grant funds for the proposed services;

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

ARTICLE 1. DEFINITIONS

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

- a) The words "Agreement" "Contract" or "Contract Documents" shall mean collectively these terms and conditions, the Scope of Work and the Budget Summary (Attachment A) Document and all other attachments hereto, as well as all amendments or budget modifications issued hereto.
- b) The words "Contract Manager" shall mean West Perrine CRA's Coordinator or the designee, or the duly authorized representative designated to manage the Contract.
- c) The word "Days" shall mean Calendar Days, unless otherwise specifically noted.
- d) The word "Deliverables" shall mean all documentation and any items of any nature submitted by the Provider to the CRA's Contract Manager for review and approval pursuant to the terms of this Agreement.
- e) 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 CRA's Contract Manager;

and similarly the words "approved", "acceptable", "satisfactory", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the sole discretion of the CRA's Contract Manager.

- f) The words "Effective Term" shall mean the date on which this Agreement is effective, including start date and end date.
- g) The words "Extra Work" or "Change Order" or "Additional Work" shall mean resulting in 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 CRA.
- h) "HIPAA" means Health Insurance Portability and Accountability Act of 1996.
- i) The words "Scope of Work" shall mean the document appended hereto as Attachment A, which details the work to be performed by the Provider.
- j) The word "subcontractor" or "subconsultant", shall mean any person, entity, firm or corporation, other than the employees of the Provider or contractors working in a programmatic role, who furnishes labor toward, or who performs some aspect of, the Scope of Work or the administrative aspects described in this Agreement.
- k) The words "Work", "Services," "Program", or "Project" shall mean all matters and things required to be done by the Provider in accordance with the provisions of this Agreement.
- l) The word "review" shall mean inspection of original documentation and retention of copies of such documents associated with the administrative, fiscal, and programmatic functions of the program(s) supported by the CRA's Grant Award.
- m) The term "administrative budget" shall refer to costs that are not tied to the direct provision of services funded under this agreement. These costs may include: 1) the portion of payroll of the Provider's salaried administrative personnel and compensation of Provider's subcontracted administrative personnel (i.e., executive directors, agency heads, management and business consultants, information technology (IT) consultants, clerical, or other administrative personnel) payment for the administrative (non-program) portion of their duties; 2) overhead costs not related to the direct provision of services (i.e., administrative office space and related maintenance, utilities and supplies, insurance, advertising, marketing and fundraising costs, staff training, accounting and tax preparation services, and audit fees).
- n) The term "arm's length transaction" shall refer to any transaction in which the buyers and sellers of a product act independently and have no relationship to each other to ensure that both parties in the transaction are acting in their own self-interest and are not subject to any pressure or duress from the other party.
- o) The term "related party transaction" shall refer to a business deal or arrangement between two parties who are joined by a special relationship (family member or relative, stockholder, related corporation) prior to the deal or arrangement.
- p) The term "program income" shall refer to the income received by the Provider directly from the activities funded under this agreement, or generated as a result of the use of the CRA's Grant award.

- q) The term “programmatic role” shall mean an employee or subcontractor funded under this Agreement to provide direct services pursuant to the Scope of Work.

ARTICLE 2. AMOUNT PAYABLE

Subject to available funds, the maximum amount payable for services rendered under this contract shall not exceed: \$75,000.00 for the term of this Agreement.

Both parties expressly acknowledge availability of funding under this contract is at the CRA's sole discretion. Both parties agree that should CRA funding be reduced, the amount payable under this Contract may be proportionately reduced at the sole discretion and option of the CRA.

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

It is the ongoing responsibility of the Provider to maintain sufficient financial resources to meet expenses incurred during the period between the provision of services and payment by the CRA.

ARTICLE 3. EFFECTIVE TERM

Both parties agree that this is a thirty six month contract and that the effective term of this Agreement shall commence upon execution by both parties and terminate thirty six months, thereafter, regardless of when this Agreement is executed.

ARTICLE 4. SCOPE OF WORK

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

The Provider shall implement the Scope of Work as described in Attachment A in a manner deemed satisfactory to the CRA. Any modification or amendment to the Scope of Work shall not be effective until approved by the Coordinator and the Provider in writing.

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

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

ARTICLE 5. BUDGET SUMMARY

The Provider agrees that all expenditures or costs shall be made in accordance with the Budget, which is attached herein and incorporated hereto as Attachment A. The Provider will also submit a project budget which shall be sufficiently detailed to show: (i) the total project cost; (ii) the amount of funds to be used for administrative and overhead costs; (iii) whether the CRA funds will be “gap” funds, meaning that they would be the last remaining funds needed to ensure funding for the total project cost; (iv) any profit to be made by the Provider; and (v) the amount of funds devoted toward the provision of the desired services or activities.

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

The Provider may shift funds between existing line items in Attachment A: 1) without a budget modification, or 2) with a budget modification requested by the Provider's designated representative as stated on the Authorized Signature Form attached hereto, and approved by the CRA Coordinator, if the changes to a line item exceed fifteen percent (15%). A budget modification is also required in order to add new line items.

ARTICLE 6. INDEMNIFICATION BY PROVIDER

A. If the Provider is a Government Entity. Government entity shall indemnify and hold harmless the County and CRA and their officers, employees, agents, and instrumentalities from any and all liability, losses, or damages, including attorney's fees and costs of defense, which the County and CRA or their 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 government entity or its employees, agents, servants, partners, principals or subcontractors. Government entity 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 and CRA, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that Statute, as may be amended, whereby the government entity shall not be held liable to pay a personal injury or property damage claim or judgment by a party which exceeds the statutory cap for personal injury or property damage claims, liabilities, losses, or causes of action which may arise as a result of the negligence of the government entity. Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider or self-insurance shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the County and CRA or their officers, employees, agents and instrumentalities as herein provided.

B. All Other Providers. Provider shall indemnify and hold harmless the County and CRA 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 and CRA or their officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Provider or its employees, agents, servants, partners principals, or subcontractors. Provider 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 and the CRA, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the County and the CRA or their officers, employees, agents, and instrumentalities as herein provided.

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

ARTICLE 7. INSURANCE

If the total dollar value of all CRA contracts with the Provider exceeds \$25,000 then the following insurance coverage is required:

A. **Government Entity.** If the Provider is the State of Florida or an agency or political subdivision of the State as defined by Section 768.28, Florida Statutes, the Provider shall furnish the CRA, upon request, written verification of liability protection in accordance with Section 768.28, Florida Statutes. Nothing herein shall be construed to extend any party's liability beyond that provided in Section 768.28, Florida Statutes. The Provider shall also furnish the CRA, upon request, written verification of Worker's Compensation protection in accordance with Florida Statutes, Chapter 440.

B. **All Other Providers.**

Minimum Insurance Requirements: Certificates of Insurance. The Provider shall submit to West Perrine Community Redevelopment Agency c/o Office of Management and Budget (OMB), 111 N.W. 1st Street, 22nd Floor, Miami, Florida 33128-1994, original Certificate(s) of Insurance indicating that insurance coverage has been obtained which meets the requirements as outlined below:

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

Miami-Dade County
111 N.W. 1st Street, Suite 2340
Miami, Florida 33128

West Perrine Community Redevelopment Agency
c/o Office of Management and Budget
111 N.W. 1st Street, Suite 2210
Miami, Florida 33128

2. Worker's Compensation Insurance for all employees of the PROVIDER as required by Florida Statutes, Chapter 440.
3. Commercial General Liability Insurance in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. **must be shown as an additional insured with respect to this coverage.**
4. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Work provided under this Agreement, in an amount not less than \$300,000* combined single limit per occurrence for bodily injury and property damage.

*NOTE: For PROVIDERS supplying vans or mini-buses with seating capacities of fifteen (15) passengers or more, the limit of liability required for Auto Liability is \$500,000.

5. Professional Liability Insurance in the name of the PROVIDER, when applicable, in an amount not less than \$250,000.

6. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:
 - a) The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the 's Risk Management Division
- OR
- b) The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida," issued by the State of Florida Department of Financial Services.
7. Compliance with the foregoing requirements shall not relieve the PROVIDER of its liability and obligations under this Section or under any other section of this Agreement.
8. The reserves the right to inspect the PROVIDER'S original insurance policies at any time during the term of this Agreement.
9. Applicability of this section of the Agreement affects PROVIDERS whose combined total award for all services funded under this Agreement exceed a \$25,000 threshold. If the PROVIDER's original total combined award is less than \$25,000, but the PROVIDER receives additional funding during the contract period which makes the total combined award exceed \$25,000, then the requirements of this section shall apply.
10. Failure to Provide Certificates of Insurance. The Provider shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the effective term of this Agreement. If insurance certificates are scheduled to expire during the effective term, the Provider shall be responsible for submitting new or renewed insurance certificates to the County prior to expiration.

In the event that expired certificates are not replaced with new or renewed certificates which cover the effective term, the CRA may suspend the Agreement until such time as the new or renewed certificates are received by the in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the CRA may, at its sole discretion, terminate this Agreement.

ARTICLE 8. STAFFING REQUIREMENTS

The Provider shall maintain an organizational structure and adequate programmatic, administrative, and support staff sufficient to fulfill its obligations under this Agreement. The Provider shall ensure that employees responsible for program compliance have sufficient qualifications and experience, and receive appropriate grant administrative and program compliance training. Funded personnel shall occupy positions and perform duties consistent with

their assigned job descriptions. The Provider shall report to the CRA Coordinator, on a monthly basis, any staffing changes affecting the funded program(s), including funded employee(s) separation, termination, new hires, and change in duties/positions.

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

ARTICLE 9. PROOF OF LICENSURE AND BACKGROUND SCREENING

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

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

B. Background Screening. As a requirement of this Agreement, even if such screening is not otherwise required by applicable law, the Provider agrees ensure that employees, subcontractors, volunteers, and independent contractors that work directly with, or who may come into direct contact with, youths under 18 years of age, persons ages 65 years old and older, persons of any age that have disabilities, victims of domestic violence, and/or any vulnerable persons, as defined by Section 435.02, Florida Statutes, satisfactorily complete and pass Level 2 background screening before working or volunteering with such persons.

The Provider shall furnish the CRA with proof that such employees, subcontractors, volunteers, and independent contractors satisfactorily passed Level 2 background screening, pursuant to Chapter 435, Florida Statutes, as may be amended from time to time. If the Provider fails to furnish to the CRA proof that an employee, subcontractor, volunteer, or independent contractor's Level 2 or other required background screening was satisfactorily passed and completed prior to that employee, subcontractor, volunteer, or independent contractor working or volunteering with or in the vicinity of youths under 18 years of age, persons ages 65 years old and older, persons of any age that have disabilities, victims of domestic violence, and/or any vulnerable persons, the CRA shall not disburse any further funds and this Contract may be subject to termination at the sole discretion of the CRA.

As a requirement of this Agreement, even if such screening is not otherwise required by applicable law, the Provider agrees to conduct pre-employment criminal background screenings of all its employees, subcontractors, volunteers, and independent contractors who are providing services in accordance with this Agreement; to update those background checks at least once every five (5) years; and to maintain documentation of the criminal background screening on file.

The Provider will permit only employees, subcontractors, volunteers, and independent contractors with a satisfactory national criminal background check conducted through an appropriate screening agency (i.e., the Florida Department of Juvenile Justice, Florida Department of Law Enforcement or Federal Bureau of Investigation), to work or volunteer in direct contact with or in the vicinity of youths under 18 years of age, persons ages 65 years old and older, persons of any age that have disabilities, victims of domestic violence, and/or any vulnerable persons. The Provider shall also comply with Section 943.059, Florida Statutes, regarding court-ordered sealing of criminal history records, and Section 943.0585, Florida Statutes, regarding court-ordered expunction of criminal history records, as may be applicable.

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

Provider's failure to comply with any applicable laws, regulations, ordinances and resolutions regarding background screening of employees, volunteers, subcontractors, and independent contractors is grounds for a material breach and termination of this contract at the sole discretion of the CRA.

ARTICLE 10. CONFLICT OF INTEREST

A. The Provider agrees to abide by and be governed by the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance codified at Section 2-11.1 et al. of the Code of Miami-Dade County ("County Code"), as amended, as well as with Section 617.0832, Florida Statutes, regarding director conflict of interests, which are incorporated herein by reference as if fully set forth herein, in connection with the Provider's contract obligations hereunder. Additionally, the Provider agrees to:

1. Prohibit members of the Provider's board of directors from voting on matters relating to this Agreement which may result in the board member directly or indirectly receiving funds paid by the Provider under this Agreement.
2. Prohibit members of the Provider's board of directors from voting on any matters in which they are related to the person or entity seeking a benefit as 1) an officer, director, partner, of counsel, consultant, employee, fiduciary, beneficiary, or 2) a stockholder, bondholder, debtor, or creditor.
3. Prohibit members of the Provider's board of directors from directly or indirectly receiving any funds paid by the CRA to the Provider under this Agreement.
4. Prohibit employees of the Provider from directly or indirectly receiving any funds paid by the CRA to the Provider under this Agreement, with the exception of the employee's salary and fringe benefits or portion of the employee's salary and fringe benefits included in Attachment A.

NOTE: "Indirectly" for purposes of this section includes payment of funds paid by the CRA to the Provider under this Agreement to an organization in which the

employee or board member has a "controlling financial interest," referring to ownership, directly or indirectly, to ten percent (10%) or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten percent (10%) or more in a firm, partnership, or other business entity or nonprofit organization.

5. Maintain a written conflict of interest policy that applies to hiring, providing services to clients, and procuring supplies or equipment.
6. Immediately disclose and justify in writing to the CRA any business transactions between the Provider, on one side, and Board members or staff, on another side, as well as all related-party transactions with shareholders, partners, officers, directors, or employees of any entity that is doing business with the Provider.
7. Implement procedures to protect against fraud and co-mingling of funds in regards to credit card purchases, if credit cards are utilized by the Provider.
8. If the CRA determines the Provider has breached this section, the CRA shall suspend payment until the matter has been resolved to the CRA's satisfaction.
9. The CRA may request an opinion from the Miami-Dade Commission on Ethics and Public Trust regarding questions arising under this section.

B. No person, including but not limited to any officer, member of a board of directors, manager, or supervisor employed by the Provider, who is in the position of authority, and who exercises any function or responsibilities in connection with this Agreement, has at the time this Agreement is entered into, or shall have during the term of this Agreement, received any of the services funded under this agreement, or direct or instruct any employee under their supervision to provide such services as described in this Agreement. Notwithstanding the before mentioned provision, any officer, member of a board of directors, manager or supervisor employed by the Provider, who is eligible to receive any of the services described herein may utilize such services if he or she can demonstrate that he or she does not have direct supervisory responsibility over the Provider's employee(s) or service program and that such utilization is permissible pursuant to Section 2-11.1 et al. of the County Code.

C. All transactions associated with this Agreement that do not meet the criteria of an Arm's Length Transaction must be immediately disclosed and justified in writing to the CRA.

D. The Provider is required to immediately disclose to the CRA any related party transactions (for example (but not limited to), situations such as where the Provider leases office space from one of the Provider's Board members or employees) that occur throughout the duration of this agreement.

ARTICLE 11. CIVIL RIGHTS

The Provider agrees to abide by Chapter 11A of the County Code, as amended, which prohibits discrimination in employment, housing and public accommodations on the basis of race, creed, religion, color, sex, familial status, marital status, sexual orientation, gender identity, gender expression, status as a victim of domestic violence, dating violence or stalking, pregnancy, age, ancestry, national origin, disability, or source of income; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment and public accommodation; the Age Discrimination Act of 1975, 42 U.S.C. § 6101, as amended, which prohibits discrimination in

employment because of age; the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which prohibits discrimination on the basis of disability; the Americans with Disabilities Act, 42 U.S.C. § 1201 et seq., which prohibits discrimination in employment and public accommodations because of disability; the Federal Transit Act, 49 U.S.C. § 1612, as amended; and the Fair Housing Act, 42 U.S.C. § 3601 et seq. It is expressly understood that the Provider must submit an affidavit attesting that it is not in violation of the Acts. If the Provider or any owner, subsidiary, or other firm affiliated with or related to the Provider is found by the responsible enforcement agency, the Courts or the County to be in violation of these acts, the County will conduct no further business with the Provider.

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

The Provider agrees that it is in compliance with the Domestic Violence Leave, codified as § 11A-60 et seq. of the Miami-Dade County Code, which requires an employer, who in the regular course of business has fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks to provide domestic violence leave to its employees.

Failure to comply with this local law may be grounds for voiding or terminating this Agreement or for commencement of debarment proceedings against Provider.

ARTICLE 12. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Any person or entity that performs or assists the CRA with a function or activity involving the use or disclosure of “individually identifiable health information” (IIHI) and/or “Protected Health Information” (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Miami-Dade County Privacy Standards Administrative Order and any other applicable laws regarding confidential information. 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 the CRA 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 Provider and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the client for review and amendment; and incorporating any amendments requested by the client as may be required by law;
7. Making PHI available to the CRA for an accounting of disclosures; and
8. Making internal practices, books, and records related to PHI available to the CRA 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 Provider must give its clients 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. Provider must post, and

distribute upon request to service recipients, a copy of the Miami-Dade County's Notice of Privacy Practices.

ARTICLE 13. NOTICE REQUIREMENTS

The Provider agrees to notify the CRA of any changes that may affect the CRA supported program(s) under this Agreement within ten (10) days from the date of such a change's occurrence.

It is also understood and agreed between the parties that any written notice addressed to the CRA, which is delivered by U.S. Mail or emailed to the CRA, and any written notice addressed to the Provider, which is delivered by U.S. Mail or by email, shall constitute sufficient notice to either party.

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

(1) To the CRA

ATTENTION: Jorge M. Fernandez, Jr., Coordinator
Office of Management and Budget
111 NW 1st Street, 22nd Floor
Miami, FL 33128-1902
Phone: (305) 375-1543
Fax: (305) 375-5168
Email: jjorge@miamidade.gov

(2) To the Provider

Helen Gage, President/Director
Mz. Goose, Inc.,
10203 SW 169th Terrace
Miami, FL 33157-4223
Phone: (305) 251-2458
Email: Genab46@aol.com

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

ARTICLE 14. AUTONOMY

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

ARTICLE 15. SURVIVAL

The parties acknowledge that any of the obligations in this agreement, including but not limited to Provider's obligation to indemnify the CRA, will survive the term, termination, and cancellation hereof. Accordingly, the respective obligations of the Provider under this agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

ARTICLE 16. BREACH OF AGREEMENT: CRA REMEDIES

A. **Breach.** A breach by the Provider shall have occurred under this Agreement if: (1) the Provider fails to provide the services outlined in the Scope of Work and Budget Summary (Attachment A) or to meet expected performance levels within the effective term of this Agreement; (2) the Provider ineffectively or improperly uses the CRA funds allocated under this Agreement; (3) the Provider does not furnish the Certificates of Insurance required by this Agreement or as determined by Miami-Dade County's Risk Management Division; (4) if applicable, the Provider does not furnish upon request by Miami-Dade County or the CRA proof of licensure/certification or proof of background screening required by this Agreement; (5) the Provider fails to submit, or submits incorrect or incomplete, proof of expenditures to support disbursement requests or advance funding disbursements, or fails to submit or submits incomplete or incorrect detailed reports of expenditures or final expenditure reports; (6) the Provider does not submit, or submits incomplete or incorrect, required reports or reports that indicate that expected performance levels are not being met; (7) the Provider refuses to allow Miami-Dade County or the CRA access to records or refuses to allow Miami-Dade County and/or CRA to monitor, evaluate, and review the Provider's program; (8) the Provider discriminates under any of the laws outlined in Article 11 of this Agreement; (9) the Provider attempts to meet its obligations under this Agreement through fraud, misrepresentation, or material misstatement; (10) the Provider fails to correct deficiencies found during a monitoring, evaluation, or review within the specified time as described in communication from CRA Coordinator; (11) the Provider fails to issue prompt payments to small business subcontractors or follow dispute resolution procedures regarding a disputed payment; (12) the Provider fails to submit the Certificate of Corporate Status, Board of Directors Requirements, or proof of tax status, as required by Article 19 of this Agreement; and (13) the Provider fails to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements, and stipulations in this Agreement; (14) the Provider fails to meet any of the terms and conditions of the Miami-Dade County Vendor Registration, including any and all required Miami-Dade County affidavits, or the State Affidavit (Attachment D); or (15) the Provider fails to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements and stipulations in this Contract. Waiver of breach of any provisions of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

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

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

associated with such termination, including attorney's fees. The CRA may also, in the CRA Coordinator's sole discretion, recapture a proportionate amount of funding if expected performance levels under this Agreement are not met by Provider in the CRA's sole discretion.

2. The CRA may suspend payment in whole or in part under this Agreement by providing written notice to the Provider of such suspension and specifying the effective date thereof, at least five (5) days before the effective date of suspension. If payments are suspended, the CRA shall specify in writing the actions that must be taken by the Provider as condition precedent to resumption of payments and shall specify a reasonable date for compliance. The CRA may also suspend any payments in whole or in part under any other contracts entered into between the CRA and the Provider. The Provider shall be responsible for all direct and indirect costs associated with such suspension, including attorney's fees. The CRA may also, in the CRA's sole discretion, recapture a proportionate amount of funding if expected performance levels under this Agreement are not met by Provider in the CRA Coordinator's sole discretion.

3. The CRA may seek enforcement of this Agreement including but not limited to filing an action in a court of appropriate jurisdiction. The Provider shall be responsible for all direct and indirect costs associated with such enforcement, including attorney's fees.

4. The CRA may debar the Provider from future CRA contracting.

5. If, for any reason, the Provider should attempt to meet its obligations under this Agreement through fraud, misrepresentation, or material misstatement, the CRA shall, whenever practicable, terminate this Agreement by giving written notice to the Provider of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. The CRA may terminate or cancel any other contracts which such individual or entity has with the CRA. Such individual or entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees. Any individual or entity who attempts to meet its contractual obligations with the CRA through fraud, misrepresentation, or material misstatement may be debarred from County and CRA contracting for up to five (5) years.

6. Any other remedy available at law or equity.

C. **Authorization to Terminate Agreement.** The Mayor or the Mayor's designee is authorized to terminate this Agreement on behalf of the CRA.

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

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

attorney's fees.

ARTICLE 17. TERMINATION BY EITHER PARTY

Both parties agree that this Agreement may be terminated without cause by either party hereto by written notice to the other party of such intent to terminate at least thirty (30) days prior to the effective date of such termination. The CRA Coordinator is authorized to terminate this Agreement on the behalf of the CRA.

ARTICLE 18. PAYMENT PROCEDURES

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

ARTICLE 19. ALLOWABLE AND PROHIBITED USE OF FUNDS

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

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

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

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

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

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

ARTICLE 20. REQUIRED DOCUMENTS, RECORDS, REPORTS, AUDITS, MONITORING, REVIEW, REPORT CARDS, AND TRAINING

A. **Certificate of Corporate Status.** The Provider must submit to the CRA Coordinator, within thirty (30) days from the date of execution of this Agreement, a certificate of corporate status in the name of the Provider, which certifies the following: that the Provider is organized under the laws of the State of Florida; that all fees and penalties have been paid; that the Providers most recent annual report has been filed; that its status is active; and that the Provider has not filed Articles of Dissolution.

B. **Board of Director Requirements.** The Provider shall ensure that the Provider's Board of Directors is apprised of the programmatic, fiscal, and administrative obligations under this agreement funded through CRA Funds by passage of a formal resolution authorizing execution of this Agreement with the CRA. A current list of the Provider's Board of Directors and officers must be included with the submission. Said resolution shall, at a minimum, list the name(s) of the Board's President, Vice President, and any other persons authorized to execute this Agreement on behalf of the Provider, and reference the program(s) and dollar amounts in the award, as may be amended. A copy of this corporate resolution must be submitted to the CRA Coordinator prior to contract execution. Through the official signed minutes of its Board meetings, the Provider must also maintain proof that it has been sharing the results of all County / CRA monitoring reports with its Board.

Additionally, the Provider will furnish the CRA Coordinator with copies of the minutes of all Board meetings where a properly constituted quorum was achieved. In order to meet Board meeting requirements a quorum must be achieved. The Provider will furnish the CRA with a current listing of the members of the agency's Board that includes the title, place of employment, and contact information, including home and e-mail addresses, for each Board member.

C. **Proof of Tax Status.** The Provider is required to submit to the CRA Coordinator the following documentation: (a) The I.R.S. tax exempt status determination letter; (b) the most recent I.R.S. Form 990 or I.R.S. Form 990-N; (c) the annual submission of I.R.S. Form 990 or I.R.S. Form 990-N within six (6) months after the Provider's fiscal year end; (d) IRS Form 941 - Quarterly Federal Tax Returns within thirty-five (35) days after the quarter ends and if the Form 941 or RT-6 reflects a tax liability, proof of payment must be submitted within forty-five (45) days after the quarter ends.

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

E. **Accounting Records.** The Provider shall institute internal fiscal controls and shall keep books and accounting records which conform to the Generally Accepted Accounting

Principles (GAAP) in the United States, and identify the CRA funds and the related expenditures, and income. All such records will be retained by the Provider for not less than five (5) years beyond the term of this Agreement, and shall be made available for review upon request from Miami-Dade County or the CRA authorized personnel. The Provider shall reconcile its bank statements within a month after they become available from the bank as attested by the dates, and the signatures or initials of the staff preparing, reviewing, and approving the monthly bank reconciliations. The Provider's checks shall be signed by two authorized check signors as required by the Miami-Dade Administrative Order 3-15.

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

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

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

I. **Quality Assurance / Recordkeeping.** The Provider shall maintain, and shall require that the Provider's subcontractors and suppliers maintain complete and accurate program and fiscal records to substantiate compliance with the requirements set forth in the Scope of Work and Budget Summary (Attachment A). The Provider and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the services furnished under this Agreement, for a period of five (5) years from the expiration date of this Agreement.

The Provider agrees to participate in evaluation studies, quality management activities, Corrective Action Plan activities, and analyses carried out by or on behalf of the CRA to evaluate the effectiveness of client service(s) or the appropriateness and quality of care/service delivery. Accordingly, the Provider shall permit authorized staff involved in such efforts the right of access to the Provider's premises and records.

J. **Confidentiality Requirements.** The Provider shall establish and implement policies and procedures that ensure compliance with the following security standards and any and all applicable State and Federal statutes and regulations for the protection of confidential client records and electronic exchange of confidential information. "Confidential" shall be used in this section to describe information that is confidential under applicable law. The policies and procedures must ensure that:

- (1) There is a controlled and secure area for storing and maintaining active confidential information and files, including but not limited to medical records;
- (2) Confidential records are not removed from the Provider's premises, unless otherwise authorized by law or upon written consent from the CRA;
- (3) Access to confidential information is restricted to authorized personnel of the Provider, the CRA, Miami-Dade County, and/or the United States Office of the Inspector General;
- (4) Records are not left unattended in areas accessible to unauthorized individuals;
- (5) Access to electronic data is controlled;
- (6) Written authorization, signed by the client, is obtained for release of copies of client records and/or information. Original documents must remain on file at the originating provider site;
- (7) An orientation is provided to new staff persons, employees, and volunteers. All employees and volunteers must sign a confidentiality pledge, acknowledging their awareness and understanding of confidentiality laws, regulations, and policies;
- (8) Procedures are developed and implemented that address client chart and medical record identification, filing methods, storage, retrieval, organization and maintenance, access and security, confidentiality, retention, release of information, copying, and faxing.

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

L. **Client Records.** The Provider shall maintain a separate individual client file for each client/family served, where appropriate. This client file shall include all pertinent information regarding case activity. At a minimum, the client file shall contain referral and intake information, treatment plans, and case notes documenting the dates services were provided and the type of service provided. These client files shall be subject to the audit, monitoring and inspection

requirements under Article 19, Sections G, H, I, J, K, L, and M, and any other relevant provisions of this Agreement.

M. **Monitoring: Management Evaluation and Performance Review.** The Provider agrees to permit CRA's authorized personnel to monitor, review, and evaluate the program/work which is the subject of this Agreement.

The CRA Coordinator will also have the right to inspect original documentation regarding administrative, fiscal, and programmatic matters and may retain copies such documentation for verification purposes. Documentation includes but is not limited to employee time records that document work hours spent on direct and indirect duties within the CRA funded program(s), and documentation to show consistency and adherence in implementing the CRA funded program(s) in accordance with the line item budget pursuant to Attachment A of this agreement.

The CRA Coordinator shall monitor fiscal, administrative, and programmatic compliance with all the terms and conditions of the Agreement. The Provider shall permit the CRA Coordinator to conduct site visits, client assessment surveys, and other techniques deemed reasonably necessary to fulfill the monitoring function. A report of the CRA Coordinator's findings will be delivered to the Provider and the Provider will rectify all deficiencies cited within the period of time specified in the report. If such deficiencies are not corrected within the specified time frame, the CRA Coordinator may suspend payments or terminate this Agreement. The CRA Coordinator may conduct one or more formal management evaluation and performance reviews of the Provider. Continuation of this Agreement or future funding is dependent upon satisfactory follow up on any corrective action deemed necessary by CRA Coordinator on the part of the Provider.

Provider agrees the CRA Coordinator may make unannounced, on-site visits during normal working hours to the Provider's headquarters and/or any location or site where the services contracted for are performed.

If the CRA Coordinator suspends or stops payment to Provider after advising Provider of concerns arising from Provider's performance, Provider's management of CRA-funded or CRA-partially funded programs, or Provider's compliance with any of the terms of this Agreement, and if the Provider continues to provide services pursuant to this Agreement, the Provider shall do so at its own risk. The Provider understands and agrees that Provider may not be reimbursed or may not receive further payments under this Agreement in the event the CRA Coordinator suspends or stops payment to Provider as described in this paragraph.

N. **Required Training.** The CRA reserves the right to require the Provider to attend mandatory training at any time. The CRA shall notify the Provider in writing of any such required trainings.

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

P. **Public Records.** Pursuant to Section 119.0701 of the Florida Statutes, if the

Provider meets the definition of "Contractor" as defined in Section 119.0701(1)(a), the Provider shall:

(1) Keep and maintain public records that ordinarily and necessarily would be required by the CRA in order to perform the service;

(2) Upon request from the CRA's custodian of public records identified herein, provide the CRA 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 CRA would provide the records and at a cost that does not exceed the cost provided in the Florida Public Records Act, Miami-Dade County Administrative Order No. 4-48, or as otherwise provided by law;

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement's term and following completion of the services under this Agreement if the Provider does not transfer the records to the CRA; and

(4) Upon completion of the Contract, transfer, at no cost, to the CRA all public records created, received, maintained and/or directly related to the performance of this Agreement that are in possession of the Provider, or keep and maintain such public records. If Provider transfers all public records to the CRA upon completion of the Contract, the Provider shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Provider keeps and maintains the public records upon completion of the Contract, the Provider shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CRA, upon request from the CRA's custodian of public records, in a format that is compatible with the information technology systems of the CRA.

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 CRA.

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

In the event the Provider does not comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes, the CRA may, at the CRA's sole discretion, avail itself of any of the remedies for breach set forth under this Agreement or available at law or equity.

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

Miami-Dade County
Office of Management and Budget

111 N.W. 1st Street, 22nd Floor
Miami, Florida 33128
Attention: Jorge Fernandez
Email: jjorge@miamidade.gov

ARTICLE 21. AUDITS AND INTERNAL REVIEWS BY THE OFFICE OF MANAGEMENT AND BUDGET, OFFICE OF MIAMI-DADE COUNTY INSPECTOR GENERAL AND THE COMMISSION AUDITOR

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

Office of the Inspector General. The attention of the Provider is hereby directed to the requirements of Section 2-1076 of the County Code in that the Office of the Miami-Dade County Inspector General (IG) shall have the authority and power to review past, present and proposed County programs, accounts, records, contracts and transactions. The IG shall have the power to subpoena witnesses, administer oaths and require the production of records. Upon ten (10) days written notice to the Provider from IG, the Provider shall make all requested records and documents available to the IG for inspection and copying.

The IG shall have the power to report and/or recommend to the Board of County Commissioners whether a particular project, program, contract or transaction is or was necessary and, if deemed necessary, whether the method used for implementing the project or program is or was efficient both financially and operationally. Monitoring of an existing project or program may include reporting whether the project is on time, within budget and in conformity with plans, specifications, and applicable law. The IG shall have the power to analyze the need for, and reasonableness of, proposed change orders.

The IG may, on a random basis, perform audits on all CRA contracts throughout the duration of said contract (hereinafter "random audits"). This random audit is separate and distinct from any other audit by the CRA. Grant recipients are exempt from paying the cost of the audit which is normally $\frac{1}{4}$ of 1% of the total contract amount.

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

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

The provisions in this section shall apply to the Provider, its subcontractors, and their respective officers, agents, and employees. The Provider shall incorporate the provisions in this section in all contracts and all other agreements executed by its subcontractors in connection with the performance of this Agreement. Any rights that the County has under this Section shall not be the basis for any liability to accrue to the County from the Provider, its subcontractors, or third parties for such monitoring or investigation of for the failure to have conducted such monitoring

or investigation and the County shall have no obligation to exercise any of its rights for the benefit of the Provider, its contractors or third parties.

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

ARTICLE 22. SUBCONTRACTORS AND ASSIGNMENTS

A. **Subcontracts.** The parties agree that no assignment or subcontract agreement will be made or let in connection with this Agreement without the prior written approval of the CRA Coordinator in its sole discretion, which shall not be unreasonably withheld, and that all subcontractors or assignees shall be governed by all of the terms and conditions of this Agreement. The Provider will request three quotes for all proposed subcontracts that are partially or fully funded by the CRA, valued at \$1,000 and above, and maintain documentation of all three (3) requests and related documents, including quotes received, on file. Three quotes will not be required for subcontractors working in programmatic roles.

- 1) If the Provider 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 Provider; and the Provider will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Provider. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Provider.
- 2) The Provider, before making any subcontract for any portion of the services, will state in writing to the CRA Coordinator the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to perform, the place of business of such Subcontractor, and such other information as the CRA Coordinator may require. The CRA Coordinator will have the right to require the Provider not to award any subcontract to a person, firm, or corporation disapproved by the CRA Coordinator in its sole discretion.
- 3) Before entering into any subcontract hereunder, the Provider will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Agreement.
- 4) In order to qualify as a Subcontractor satisfactory to the CRA Coordinator in its sole discretion, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the CRA Coordinator 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 CRA Coordinator in its sole discretion that it has

satisfactorily performed services of the same general type which is required to be performed under this Agreement.

- 5) The CRA Coordinator shall have the right to withdraw its consent to a subcontract if it appears to the CRA Coordinator that the subcontract will delay, prevent, or otherwise impair the performance of the Provider's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the CRA's and CRA's proprietary and confidential information. Provider shall furnish to the CRA Coordinator copies of all subcontracts between Provider and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the CRA permitting the CRA to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event the CRA Coordinator finds the Provider in breach of its obligations, the option to pay the Subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the CRA to any subcontractor.

B. Prompt Payments to Subcontractors. The Provider shall issue prompt payments to subcontractors that are small businesses (meaning annual gross sales of \$750,000 or less with its principal place of business in Miami-Dade County) and shall have a dispute resolution procedure in place to address disputed payments. Pursuant to the County's Sherman S. Winn Prompt Payment Ordinance (Ordinance No. 94-40), Section 2-8.1.4 of the County Code, Administrative Order No. 3-19, and the Florida Prompt Payment Act, payments must be made within thirty (30) days of receipt of a proper invoice. Failure to issue prompt payments to small business subcontractors or adhere to dispute resolution procedures may be grounds for suspension or termination of this Agreement or debarment.

ARTICLE 23. PURCHASES

The Provider will request three (3) quotes for all single-item purchases that are partially or fully funded by the CRA and valued at \$1,000 or above, and maintain documentation of all three (3) requests and associated documentation, including quotes received, on file.

ARTICLE 24. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

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

- a) Miami-Dade County Florida, Department of Business Development Participation Provisions, as applicable to this Agreement.
- b) Chapter 11A, Article 3 of the County Code. All Providers and Subcontractors performing work in connection with this Agreement shall provide equal opportunity for employment and services without regard to race, creed, religion, color, sex, familial status, marital status, sexual orientation, gender identity or gender expression, status as a victim of domestic violence, dating violence or stalking, pregnancy, age, ancestry, national origin or disability. 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 Provider agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Miami-Dade County Commission on Human Rights or other authority having jurisdiction.

- c) "Conflicts of Interest," Section 2-11 of the County Code, and Ordinance No. 01-199, as well as the Miami-Dade County False Claims Ordinance.
- d) "Debarment," Section 10-38 of the County Code.
- e) Miami-Dade County Ordinance No. 99-5, codified at 11A-60 et. seq. of the County Code pertaining to complying with the County's Domestic Leave Ordinance. Failure to comply with this local law may be grounds for voiding or terminating this Agreement or for commencement of debarment proceedings against Provider.
- f) Part III, Ch. 2, Art. 1 and Ch. 11A of the County Code, and any payment and performance bond requirements if applicable under the Florida Statutes and F.A.R. 52.222 if applicable.
- g) Miami-Dade County Ordinance No. 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- h) Provider shall also develop and implement a written Code of Business Ethics and Conduct that will consist of a training program and an internal control system that:
 - a. Are suitable to the size of the Provider and extent of its involvement in government contracting,
 - b. Facilitate timely discovery and disclosure of improper conduct in connection with government contracts, and
 - c. Ensure corrective measures are promptly instituted and carried out.

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

ARTICLE 25. MISCELLANEOUS

A. **Publicity.** It is understood and agreed between the parties hereto that this Provider is funded by CRA. Further, by the acceptance of these funds, the Provider agrees that events funded by this Agreement shall recognize and adequately reference the CRA as a funding source. The Provider shall ensure that all publicity, public relations, advertisements and signs recognizes and references the CRA for the support of all contracted activities. This is to include, but is not limited to, all posted signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions, and stationery. The use of the official CRA logo is permissible for the publicity purposes stated herein. Provider shall submit sample or mock up of such publicity or materials to the CRA for review and approval. The Provider

shall ensure that all media representatives, when inquiring about the activities funded by this contract, are informed that the CRA is its funding source.

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

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

The CRA and Provider mutually agree that modification of the Scope of Work, schedule of payments, billing and cash payment procedures, set forth herein and other such revisions may be made as a written amendment to this Agreement executed by both the parties.

The Mayor or the Mayor's designee is authorized to make modifications to this Agreement as described herein on behalf of the CRA.

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

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

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

F. Pre-condition to CRA's Execution of this Agreement. The Provider acknowledges that prior to the CRA Coordinator executing this Agreement, the OMB-Community Redevelopment and Municipal Services Division shall engage in a due diligence effort and review ("the Due Diligence Effort and Review") which includes but is not limited to researching background information on the Provider, ensuring the Provider is not in non-compliance with other County contracts, and reviewing the Provider's Scope of Work, budget, affidavits, responses to affidavits and any other proposed or required attachments to this Agreement. If the CRA, through the OMB-CRMS, in consultation with the CRA Coordinator is concerned regarding findings of the Due Diligence Effort and Review, the CRA Coordinator shall present findings of the Due Diligence Effort and Review to the West Perrine CRA Board of Commissioners with the CRA Coordinator recommendation as to how to proceed, and the West Perrine CRA Board of Commissioners shall then direct the CRA's Coordinator or designee whether or not to execute this Agreement with Provider by taking action on the recommendation. All services undertaken by the Provider before the CRA's execution of this Agreement shall be at the Provider's risk and expense.

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

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

I. **Review of this Agreement.** Each party hereto represents and warrants that they have consulted with their own attorney concerning and participated in the drafting of each of the terms contained in this Agreement. No inference, assumption, or presumption shall be drawn from the fact that one party or its attorney prepared this Agreement. It shall be conclusively presumed that each party participated in the preparation and drafting of this Agreement.

J. **Totality of Agreement / Severability of Provisions.** This Agreement and Attachments, with its recitals on the first page of the Agreement and with its attachments as referenced below contain all the terms and conditions agreed upon by the parties:

Attachment A: Scope of Work and Budget Summary

Attachment B: Payment Procedures

Attachment C: Due Diligence Affidavit

Attachment D: State Public Entities Crime Affidavit

Attachment E: Background Screening Affidavit

Attachment F: Monthly Payment Request

Attachment G: Monthly Progress Report

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

SIGNATURES APPEAR ON THE FOLLOWING PAGE

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

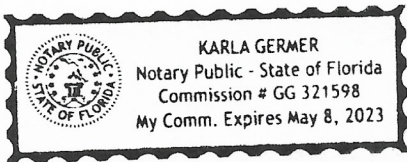
NAME OF AGENCY

By: Mz Goose Inc
Name: Helen Gage
Title: Director / CEO
Date: 05/14/2020

Attest: Karla Germer
Authorized Person OR
Notary Public

Print Name: Karla Germer
Title: Notary Public

Corporate Seal OR Notary Seal/Stamp:



**WEST PERRINE Community
Redevelopment Agency**

By: _____
Name: Jorge M. Fernandez, Jr.
Title: CRA Coordinator
Date: _____

Attest: HARVEY RUVIN, Clerk
Board of CRA Commissioners

By: _____
Print Name: _____

Approved as to form and legal
sufficiency:

By: _____
Terrence A. Smith
Assistant County Attorney