

Date: September 15, 2020

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

From: Carlos A. Gimenez 
Mayor

Subject: Resolution Retroactively Approving Grant Awards in Response to the COVID-19
Pandemic for Community-based Organizations That Provide Bulk Food and Produce
Distribution and Authorizing Application, Receipt and Expenditure of Federal or State
Funds for Same Purpose

Special Item No. 7

Resolution No. R-901-20

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution which retroactively approves grant awards in response to the COVID-19 pandemic to the following Community-based Organizations (CBOs) that provide bulk food and produce distribution programs: Farm Share, Inc., Curley's House of Style, Inc., Feeding South Florida, Inc. and the Coalition of Florida Farmworker Organizations, Inc. This recommendation retroactively approves the grant award agreements in the total amount of \$1,794,200 from the County's Coronavirus Aid, Relief, and Economic Security Act (CARES Act) allocation to the aforementioned CBOs. In addition, it authorizes the County Mayor or County Mayor's designee to apply for, receive and expend any federal and state funds that may become available in the future to support and provide bulk food and produce distribution services, and to execute any necessary documents for this purpose as well as exercise all rights contained therein.

Scope

These grant awards have and will continue to serve residents throughout the County with fresh produce and bulk food, therefore the scope of this item is countywide in nature.

Fiscal Impact/Funding Source

In response to the sudden economic effect of the COVID-19 pandemic across our County, the administration responded to address the immediate need for food and fresh produce across our County. The fiscal impact to Miami-Dade County for these food and produce distribution agreements is \$1,794,200 to be funded through the CARES Act.

Track Record/Monitor

Staff from the Office of Management and Budget and Assistant Director, Daniel T. Wall, will be responsible for monitoring and compliance with all local, state and federal programmatic, fiscal and administrative requirements.

Delegation of Authority

The Board is authorizing the County Mayor or County Mayor's designee to apply for, receive and expend additional future federal or state funds that may become available for additional bulk food and produce distribution services; to execute such contracts, agreements and documents as may be necessary for the receipt of additional future funds, subject to approval for form and legal sufficiency by the County Attorney's Office; and, to exercise amendments, extensions, renewals, termination, waiver, and other

provisions in such agreements and documents, subject to approval for form and legal sufficiency by the County Attorney's Office.

Background

In April 2020, in response to the growing need for food assistance and distribution caused by the COVID-19 pandemic, Miami-Dade County awarded additional funding to several of its CBOs to provide bulk food and produce distribution services to the residents of Miami-Dade County. The agencies awarded funding through these dollars were local CBOs with existing contracts through the County's Office of Management and Budget-Grants Coordination Division to provide food distribution services to Miami-Dade County residents. These awards are in addition to their original FY 2019-20 CBO grant awards to these same organizations. The additional CBOs allocations are included below:

- Farm Share, Inc. - increased grant award by \$1,000,000, for a total FY 2019-20 grant award of \$1,460,000;
- Curley's House of Style, Inc. - increased grant award by \$482,100, for a total FY 2019-20 grant award of \$682,100;
- Feeding South Florida, Inc. - increased grant award by \$257,100, for a total FY 2019-20 grant award of \$508,140; and
- Coalition of Florida Farmworker Organizations, Inc. - increased grant award by \$55,000, for a total FY 2019-20 grant award of \$106,040.

The agencies awarded funding have and will continue to provide food distribution in various sites throughout the County and shall report the number of households served throughout the duration of their agreements. In addition to these agencies, Farm Share is working directly with various local CBOs, including Joshua's Heart, Richmond Heights Community Association and Victory for Youth (Share Your Heart) to distribute food and produce at their sites. These agreements are in accordance with Implementing Order 3-15 and are set to expire on September 30, 2020.



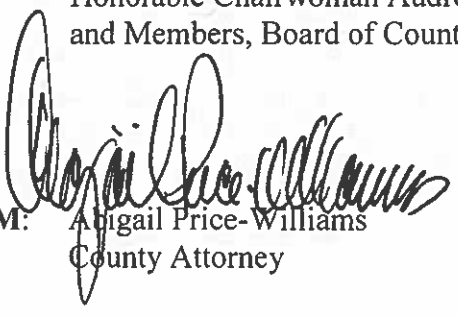
Jennifer Moon
Deputy Mayor



MEMORANDUM (Revised)

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

DATE: September 15, 2020

FROM: 
Abigail Price-Williams
County Attorney

SUBJECT: Special Item No. 7

Please note any items checked.

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

Approved _____ Mayor
Veto _____
Override _____

Special Item No. 7
9-15-20

RESOLUTION NO. _____ R-901-20

RESOLUTION RETROACTIVELY APPROVING GRANT AWARDS IN THE AMOUNT OF \$1,794,200.00 IN CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT (CARES ACT) FUNDS IN RESPONSE TO THE CORONAVIRUS DISEASE 2019 (COVID-19) PANDEMIC TO CERTAIN COMMUNITY-BASED ORGANIZATIONS PROVIDING BULK FOOD AND PRODUCE DISTRIBUTION SERVICES; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO APPLY FOR, RECEIVE, AND EXPEND ADDITIONAL FUTURE FEDERAL OR STATE FUNDS THAT MAY BECOME AVAILABLE FOR BULK FOOD AND PRODUCE DISTRIBUTION SERVICES, AND TO EXECUTE SUCH CONTRACTS, AGREEMENTS AND DOCUMENTS AS MAY BE NECESSARY FOR THE RECEIPT OF ADDITIONAL FUTURE FUNDS, AND TO EXERCISE AMENDMENTS, EXTENSIONS, RENEWALS, TERMINATION, WAIVER, AND OTHER PROVISIONS IN SUCH AGREEMENTS AND DOCUMENTS

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

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

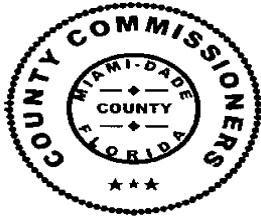
Section 1. This Board retroactively approves grant awards totaling \$1,794,200.00 of Coronavirus Aid, Relief, And Economic Security Act (CARES Act) funds to the following community-based organizations to provide bulk food and produce distribution services during the COVID-19 pandemic: \$1,000,000.00 to Farm Share, Inc.; \$482,100.00 to Curley's House of Style, Inc.; \$257,100.00 to Feeding South Florida, Inc.; and \$55,000.00 to The Coalition of Florida Farmworker Organizations, Inc. The grant awards, in the form of amendments to the grant agreements originally authorized by this Board and executed by the County Mayor or County Mayor's designee, are attached hereto and incorporated herein as exhibits 1 through 8.

Section 2. This Board authorizes the County Mayor or County Mayor's designee to apply for, receive, and expend additional future federal or state funds that may become available for additional bulk food and produce distribution services; to execute such contracts, agreements and documents as may be necessary for the receipt of additional future funds, subject to approval for form and legal sufficiency by the County Attorney's Office; and, to exercise amendments, extensions, renewals, termination, waiver, and other provisions in such agreements and documents, subject to approval for form and legal sufficiency by the County Attorney's Office.

The foregoing resolution was offered by Commissioner **Barbara J. Jordan** , who moved its adoption. The motion was seconded by Commissioner **Joe A. Martinez** 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	aye
Daniella Levine Cava	aye
Sally A. Heyman	absent
Barbara J. Jordan	aye
Jean Monestime	aye
Sen. Javier D. Souto	aye

The Chairperson thereupon declared this resolution duly passed and adopted this 15th day of September, 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

20-COFF

**AMENDMENT #1
TO FY 2019-2020 CONTRACT BETWEEN
MIAMI-DADE COUNTY
AND
COALITION OF FLORIDA FARMWORKER ORGANIZATIONS, INC.**

Miami-Dade County by and through its Office of Management and Budget – Grants Coordination located at 111 N.W. 1st Street, 22nd Floor, Miami, FL 33128 (hereinafter called “the County”) and **COALITION OF FLORIDA FARMWORKER ORGANIZATIONS, INC.**, located at 778 West Palm Drive, Florida City, FL 33034 (hereinafter called “the Provider”) hereby agree on this ____ day of _____, 2020 to amend the Grant Agreement dated January 22, 2020 between the County and the Provider (hereinafter called “the Agreement”) and therefore makes the following recitals.

WHEREAS, the County and the Provider entered into the Agreement for the provision of Human and Social Services;

WHEREAS pursuant to the Agreement, the Provider provides the following program:

COVID-19 Bulk Produce Distribution

WHEREAS, the current Coronavirus disease 2019 (COVID-19) pandemic has resulted in business closures and employment layoffs, which place a further strain on already limited financial and nutritional resources for impoverished households in Miami-Dade County and a noncompetitive procurement is necessary and appropriate in light of the existing public health emergency of unknown duration, the severely limited time remaining in the growing season before produce spoils in the field, and that existing contractors have been found to be free of conflict and have successfully met due diligence requirements;

WHEREAS, the Agreement allows for amendment by written consent of the County and the Provider;

WHEREAS, the parties wish to include an additional program, Program B, in the Agreement for Bulk Produce Distribution Services and to attach and incorporate herein Attachment A(1) Scope of Work, and Attachment B(2) Line Item Budget, all of which said new attachments shall pertain to Program B and to the period from October 1, 2019 through September 30, 2020, in order to reflect the additional services and funds provided pursuant to this Amendment,

WHEREAS, the County intends to actively seek federal reimbursement of these unbudgeted emergency expenses as appropriate; and

NOW, THEREFORE, in consideration of the mutual covenants recorded herein and made part of this Amendment, the County and the Provider agree to amend the Agreement as follows:

- I. The “whereas” clauses above are fully incorporated and adopted herein as if fully set forth herein.
- II. **Article 2. Amount Payable** shall be amended to include Program B: Bulk Produce Distribution Program and to increase the amount payable for the services rendered under this Agreement as follows:

Program B: COVID-19 Bulk Produce Distribution\$40,000

The rest of Article 2 shall remain unchanged.

III. Throughout the Agreement, all references to:

- (1) "Attachment A" and "Scope of Work" shall refer both to Attachment A and Attachment A(1), which is attached hereto and incorporated herein and shall pertain to the period of time from October 1, 2019 to September 30, 2020; and
- (2) "Attachment B" and "Budget" shall refer both to Attachment B and Attachment B(2), which is attached hereto and incorporated herein and shall pertain to the period of time from October 1, 2019 to September 30, 2020.

IV. **Article 25, Miscellaneous, Subsection J. Totality of Agreement/Severability of Provisions.** is hereby amended as follows:

- (1) "Attachment A(1): Scope of Work" is hereby listed beneath "Attachment A: Scope of Work"; and
- (2) "Attachment B(2): Line Item Budget" is hereby listed beneath "Attachment B: Line Item Budget."
- (3) Attachment M: Federal Terms and Certifications is hereby attached and incorporated herein.

V. Other than as expressly amended herein, all other terms and conditions of the Agreement shall remain in full force and effect. If any conflict in language exists between the Agreement and this Amendment #1, the language in this Amendment #1 shall prevail.

VI. This Amendment #1 is hereby made a part of the Agreement and is binding upon the County and the Provider. This Amendment #1 shall be effective once it has been signed by both parties, and shall expire on September 30, 2020.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment #1 to the Agreement to be executed by their officials thereunto duly authorized.

COALITION OF FLORIDA FARMWORKER ORGANIZATIONS, INC.

By: [Signature]
Name: Arturo Lopez
Title: Executive Director
Date: 4/15/2020

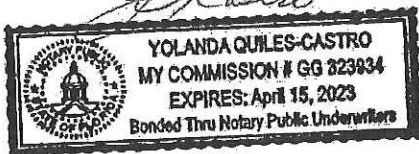
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on this 15th day of April, 2020, by (name) Arturo Lopez as (title) Executive Director for Coalition of Florida Farmworker Orgs Inc. Said person is ☒ personally known or ☐ produced the following identification _____

Attest:

Notary Public - State of
Florida, Miami-Dade
County _____

Print
Name: Yolanda G Castro

Notary Seal/Stamp:



MIAMI-DADE COUNTY

By: [Signature]
Name: Jennifer Moon MAURICE L. KEMP
Title: Mayor's Designee DEPUTY MAYOR
Date: 4/21/2020 MIAMI-DADE CTY. FL

Attest: HARVEY RUVIN, Clerk
Board of County Commissioners

By: [Signature]
Print Name: Gene Spencer



ATTACHMENT A (1)
MIAMI-DADE COUNTY OFFICE OF MANAGEMENT AND BUDGET
GRANTS COORDINATION

SECTION 1: GENERAL INFORMATION

Name of Organization:	Coalition of Florida Farmworker Organizations, Inc.		
Program Name:	COVID-19 Bulk Produce Distribution		
Program Funding Amount:	\$40,000	Contract Period:	Oct. 1, 2019 – Sept. 30, 2020

SECTION 2: PROGRAM PLAN

2.1 - Program Narrative/Summary

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

COFFO has been successfully running a recovery and distribution food pantry for 20 years. This grant will enable the organization to continue and to expand services to 1,200 families and children during the contract period to assist with persons affected during the COVID-19 pandemic. Over 33,000 pounds of food which represents 35 lbs per box.
COFFO will recognize Miami-Dade County in any and all notices, announcements, press releases and on-site during food distribution.

2.2 – Client Eligibility and Demographics

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

Local population including anyone in need.
--

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

0-100

ATTACHMENT A (B) - SCOPE OF WORK

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

Individuals, families and children in need.

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

Countywide: ☐	District 1: ☐	District 2: ☐	District 3: ☐
District 4: ☐	District 5: ☐	District 6: ☐	District 7: ☐
District 8: ☐	District 9: ☒	District 10: ☒	District 11: ☐
District 12: ☐	District 13: ☐		

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

1,200 households.

2.3 – Program Detail

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

N/A

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

N/A

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

ATTACHMENT A (B) - SCOPE OF WORK

Limited, short-term program.	
2.4 – Profile of Services	
Activity #1	Bulk Produce Distribution
Location(s)	Rural Neighborhoods (ECA) 19308 SW 380 Street Florida City, Florida 33034
	South Dade Farmworker Ctr. 31220 sw 134 Avenue Homestead, Florida 33030
	Redland Farmworker Ctr 29355 S. Federal Hwy Homestead, Florida 33033
	Florida Harvest Center 1250 SW 4th Street Homestead, Florida 33030
	Merritt Place 701 SW 12 Street Florida City, Florida 33034
Number of unduplicated clients	1,200 households
Frequency	Once per client

ATTACHMENT A (B) - SCOPE OF WORK

Objective	
Output→	1,200 new clients provided up to 33,00 lbs. of food
Anticipated Outcome→	100% of eligible clients will receive food assistance.
Method of Measurement →	Vehicle count or household count

2.5 – Staffing Plan

Note: The Staffing Plan only needs to be updated and submitted if any changes have been made since the line-item budget was last approved.

Include the following elements in the staffing plan:

- Position Vacancy
- Change of Personnel

Please include ONLY the position(s), Agency (ies) or Subcontractor(s) that funded by Miami-Dade County, which identified in your Line Item Budget.

Position(s)/ Agency(ies)/ Subcontractor(s)	If filled, provide person's name. If vacant, provide anticipated hire date. For Subcontractor(s), provide name of entity providing service	Key Responsibilities	Licenses/ Certifications (if applicable)	Employee (Full- Time, Part-Time), Subcontractor

ATTACHMENT A (1)

SECTION 3: ORGANIZATIONAL SUPPORT ACTIVITIES

3.1 - Describe how your organization will publicize availability of this program to the community

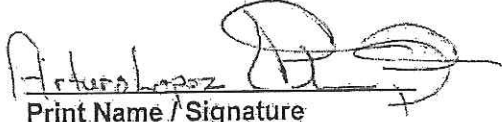
How the target population will be recruited and retained: COFFO has a list of clients and with the assistance of the local Creole and Spanish speaking radio stations, will be giving PSAs about the dates and locations of our food giveaways, classes on nutrition and financial literacy, and other services.

COFFO will recognize Miami-Dade County in any and all notices, announcements, press releases and on-site during food distribution.

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

COFFO's fiscal records are maintained in accordance with generally accepted accounting principles. COFFO's Fiscal Manager is responsible for ensuring proper financial control, meeting all federal and state accounting standards and audit responsibilities, and ensuring that there is no co-mingling of grant monies. A subcontracted independent auditor audits COFFO's records on an annual basis, pursuant to the Single Audit Act. Accounting and fiscal manuals ensure that internal controls are adequate and up to date. Most of COFFO's funding sources periodically monitor the results of COFFO programs to ensure that the program meets its contractual obligations. They have given COFFO excellent periodic reviews of its program and fiscal reports, its delivery of proposed services, and its tracking of measurable outcomes.

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

CBO	 Print Name / Signature	<u>4/15/2020</u> Date
Miami-Dade County	 Print Name / Signature	<u>4/20/20</u> Date

ATTACHMENT B - BUDGET

COBALTION OF FLORIDA FARMWORKER ORGANIZATIONS, INCORPORATED

Agency Approval: _____
County Approval: _____

Signature: _____
Print Name: Arturo Lopez
Date: 4/20/2020

Object Class Categories	Total Cost to Agency by Revenue Source										Total Cost to Agency by Budget Period	% Charged to County Funding Sources	Total % to County Funding	Unification			
	Food Recovery and Distribution		COVID-19 Bulk Produce Distribution		County		Program D Name		Program E Name						Other Funding Sources		
	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%					Amount	%	
DIRECT COSTS:																	
Program Manager/ Mafis Avila	14,040	42.5%		0.0%		0.0%		0.0%		0.0%	18,720	57.1%	32,760	42.5%	57.1%	100%	35 hours per week x \$180/hr. x 53 weeks per year. Payroll is processed bi-weekly. This grants will cover 15 hrs/week @ \$18
Fringe Benefits	5,785	42.5%		0.0%		0.0%		0.0%		0.0%	7,709	57.1%	13,489	42.5%	57.1%	100%	FICA (7.65%), HealthGroup Insurance (\$7,269), Retirement (5%), Worker's Comp (1.77%), Unemployment (Base \$7,000 x 10%)
Program Support/ Yeli Barreal	5,200	26.6%		0.0%		0.0%		0.0%		0.0%	15,600	75.6%	20,800	25.0%	75.6%	100%	40 hours per week x \$10/hr. x 53 weeks per year. Payroll is processed bi-weekly. This grants will cover 10 hrs/week @ \$10
Fringe Benefits	1,534	25.0%		0.0%		0.0%		0.0%		0.0%	4,603	75.0%	6,137	25.0%	75.0%	100%	FICA (7.65%), HealthGroup Insurance (6.85%), Retirement (4%), Worker's Comp (1.77%), Unemployment (Base \$7,000 x 10%)
Packer/Driver/ Nathaniel Hernandez	3,800	100.0%		0.0%		0.0%		0.0%		0.0%		0.0%	3,900	100.0%	0.0%	100%	40 hours per week x \$10/hr. x 53 weeks per year. Payroll is processed bi-weekly. This grants will cover 10hrs/week @ \$10
Fringe Benefits	371	100.0%		0.0%		0.0%		0.0%		0.0%		0.0%	371	100.0%	0.0%	100%	FICA (7.65%), HealthGroup Insurance (6%), Retirement (4%), Worker's Comp (1.77%), Unemployment (Base \$3,500 x 10%)
Program Supplies	882	100.0%		0.0%		0.0%		0.0%		0.0%		0.0%	882	100.0%	0.0%	100%	Reasonable and necessary program supplies to be used for the program in accordance with the scope of work (see attachment A)
Transportation & Maintenance	1,462	100.0%		0.0%		0.0%		0.0%		0.0%		0.0%	1,462	100.0%	0.0%	100%	Gasoline for food pick-up and vehicle maintenance (all charge and lease up)
Food	9,124	100.0%		0.0%		0.0%		0.0%		0.0%		0.0%	9,124	100.0%	0.0%	100%	Plasma, canned food, dairy, cereal, milk, beans, vegetables, mixed fruit and yeast, food, juices, etc.
Utilities	330	100.0%		0.0%		0.0%		0.0%		0.0%		0.0%	330	100.0%	0.0%	100%	Electricity, water, and postage/dispatch
Telephone	765	13.6%		0.0%		0.0%		0.0%		0.0%	4,850	85.4%	5,615	13.6%	86.4%	100%	Telephone services used for program purposes to provide information to clients
Bulk Produce		0.0%	36,000	88.1%		0.0%		0.0%		0.0%	4,850	11.9%	40,850	88.1%	11.9%	100%	To be used for the purchase of produce for distribution to needy clients
	43,388		36,000								59,332		135,720				
SUBTOTAL																	
INDIRECT COSTS:																	
Executive Director/ Arturo Lopez	1,040	1.6%		0.0%		0.0%		0.0%		0.0%	65,220	98.4%	66,260	1.6%	98.4%	100%	32 hours per week x \$160/hr. x 53 weeks per year. Payroll is processed bi-weekly. This grants will cover 1 hr/biweekly @ \$40 x 26 period
Fringe Benefits	162	1.6%		0.0%		0.0%		0.0%		0.0%	11,120	96.4%	11,602	1.6%	96.4%	100%	FICA (7.65%), HealthGroup Insurance (6%), Retirement (4%), Worker's Comp (1.77%), Unemployment (Base \$7,000 x 10%)
Fiscal Officer/ Patricia Rodriguez	1,765	3.1%		0.0%		0.0%		0.0%		0.0%	64,808	96.9%	66,576	3.1%	96.9%	100%	32 hours per week x \$180/hr. x 53 weeks per year. Payroll is processed bi-weekly. This grants will cover 1 hr/biweek @ \$34.52 x 26
Fringe Benefits	520	3.1%		0.0%		0.0%		0.0%		0.0%	16,068	95.9%	16,589	3.1%	95.9%	100%	FICA (7.65%), HealthGroup Insurance (6.85%), Retirement (4%), Worker's Comp (1.77%), Unemployment (Base \$7,000 x 10%)
Program Coordinator/ Yolanda Quiles-Castro	572	1.8%		0.0%		0.0%		0.0%		0.0%	36,036	98.4%	36,608	1.6%	98.4%	100%	32 hours per week x \$22/hr. x 53 weeks per year. Payroll is processed bi-weekly. This grants will cover 1 hr/biweekly @ \$22 x 26 period
Fringe Benefits	260	3.6%		0.0%		0.0%		0.0%		0.0%	17,528	98.4%	17,908	1.6%	98.4%	100%	FICA (7.65%), HealthGroup Insurance (6.85%), Retirement (4%), Worker's Comp (1.77%), Unemployment (Base \$7,000 x 10%)
Bookkeeper/ Martha Sanchez	884	3.1%		0.0%		0.0%		0.0%		0.0%	37,404	96.9%	38,288	3.1%	96.9%	100%	32 hours per week x \$17/hr. x 53 weeks per year. Payroll is processed bi-weekly. This grants will cover 1 hr/biweek @ \$17 x 26
Fringe Benefits	383	3.1%		0.0%		0.0%		0.0%		0.0%	11,657	95.9%	12,250	3.1%	95.9%	100%	FICA (7.65%), HealthGroup Insurance (6.85%), Retirement (4%), Worker's Comp (1.77%), Unemployment (Base \$7,000 x 10%)
Payroll Charges	213	10.2%		0.0%		0.0%		0.0%		0.0%	1,867	86.6%	2,080	10.2%	86.8%	100%	Payroll Process Fees, 0.00% of Total Gross Salaries
Audit	400	5.0%		0.0%		0.0%		0.0%		0.0%	7,600	95.0%	8,000	5.0%	95.0%	100%	Audit Annual Cost \$8,000
Liability	1,400	6.4%		0.0%		0.0%		0.0%		0.0%	20,800	93.6%	22,000	6.4%	93.6%	100%	Liability Annual Cost \$22,000
Administration		0.0%	4,000	18.3%		0.0%		0.0%		0.0%	20,800	81.7%	24,800	16.3%	83.7%	100%	Administrative staff to manage the distribution of produce
	7,642		4,000								347,752		300,062				
SUBTOTAL																	
TOTAL AWARD:																	

Federal Terms and Certifications

By signing this document, the vendor Coalition of Fl. Farmworker Orgs. ("Vendor"), hereby acknowledges and accepts the contract provisions and requirement listed below for compliance with the Federal Emergency Management Agency's (FEMA) reimbursement requirements, as set forth in 2 CFR 200.326 and 2 CFR Part 200 Appendix II. for Contract / Purchase Order _____ ("Contract").

This document also deletes and modifies the standard Miami-Dade County terms and conditions and, to the extent that a standard County contract was entered into prior to the date of execution hereof, Vendor and the County understand and agree that this form shall amend the standard County contract and shall be deemed to be effective as of the later of the date of execution of the Contract or January 27, 2020. If there are any conflicts or inconsistencies with the standard County terms and this document, the County and Vendor agree that all terms and provisions of this document shall govern and control. All references to Vendor in this document shall mean the same as "Contractor" or "Servicer" or any other term used to refer to the party contracting with the County in the standard County contract.

I. Additions:

The following provisions shall be added to the Contract and, where there is a direct conflict or inconsistency with existing terms in the Contract, the following provisions shall supersede existing provisions in the Contract:

A. BREACHES AND DISPUTE RESOLUTION. For all purchases in excess of the simplified acquisition threshold, currently \$150,000, the following provisions shall apply:

- (1) Disputes and Remedies - Disputes arising in the performance of this Contract which are not resolved by the Contractor and the County's project manager or contractor manager, shall be referred, in writing, to the authorized representative of the County Mayor for a decision. If there is a disagreement among the parties regarding the decision of the County Mayor's representative, then either party may submit any claim, counterclaim, dispute and other matters in question between the County and the Contractor arising out of or relating to this Contract or its breach to a court of competent jurisdiction within Miami-Dade County.
- (2) Performance During Dispute - Unless otherwise directed by the County, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- (3) Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages

therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

B. TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this Contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the Contractor shall not incur any additional costs under this Contract. The County shall be liable only for reasonable costs incurred by the Contractor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

C. DEFAULT; REMEDIES; TERMINATION FOR CAUSE

The County reserves the right to terminate this contract, in part or in whole, or place the Contractor on probation, or to avail itself of all other remedies available at law and equity, inclusive injunctive relief and specific performance, in the event the Contractor fails to perform in accordance with the terms and conditions stated herein. Following breach of the Contract by the Contractor, the County shall provide written notice specifying the breach to the Contractor and advising the Contractor that the breach must be cured immediately or this Agreement may be terminated by the County. The County further reserves the right to suspend or debar the Contractor in accordance with the appropriate County ordinances, resolutions and/or administrative/implementing orders. The vendor will be notified by letter of the County's intent to terminate if, following the initial notice of breach, the Contractor fails to timely or adequately and to the satisfaction of the County cure said breach. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the terminated Contractor.

D. EQUAL EMPLOYMENT OPPORTUNITY

- (1) In connection with the performance of this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, ancestry, marital status, pregnancy, sexual orientation, veteran's status, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, age, disability, ancestry, marital status, pregnancy, sexual orientation, veteran's status, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeships. Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. The Contractor agrees to post in conspicuous places, available to

employees and applicants for employment, notices to be provided by MDC setting forth the provisions of this Equal Opportunity clause.

- (2) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the Equal Opportunity clauses of this Contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive

Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (8) The Contractor will include the provisions of this Equal Opportunity clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each of Contractor's vendors and subcontractors. The Contractor will take such action with respect to any subcontract or purchase order as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance.

E. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148) and COPELAND "ANTI-KICKBACK" ACT (18 USC § 40 U.S.C. 3145). The Davis-Bacon Act and the Copeland Anti-Kickback Act only apply to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. They do not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program. Accordingly, if applicable to this Contract:

- (1) All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").
 - a) In accordance with the statute, and if applicable, the Contractor must pay all laborers and mechanics employed or working upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor pursuant to 29 CFR part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) at rates not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The County will attach a copy of the current prevailing wage determination issued by the Department of Labor to this form.
 - b) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of 29 CFR §5.5; also, regular contributions made or costs

incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4).

- c) Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of 29 CFR § 5.5) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (2) The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.

Contractors and Subcontractors are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Contractor or subcontractor shall insert in any subcontracts the clause in these subparagraphs (G)(1) and (2), and also a clause requiring the subcontractors to include this clause in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with this clause. A breach of this clause may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

F. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT OF 1962, 40 U.S.C. §§ 3702 AND 3704.

If applicable, the Contractor and all of its subcontractors shall comply with the Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. §§ 3702 and 3704, requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a workweek. In the event of any violation of the preceding clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the County for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth herein, in the sum of \$10 for

each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided herein. The Contractor or subcontractor shall insert in any subcontracts this clause set forth in subsection (F) herein also a clause requiring the subcontractors to include this clause in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in herein.

G. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AWARD.

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the County wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the County must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

H. THE CLEAN AIR ACT OF 1955, as amended, 42 U.S.C. §§7401-7671q and the FEDERAL WATER POLLUTION CONTROL ACT, as amended, 33 U.S.C. §§ 1251-1387.

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §1251 et. seq.
- (2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

I. ENERGY CONSERVATION.

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance

with the Energy Policy and Conservation Act (42 U.S.C. Section 6321 et seq.) and (42 U.S.C. 6201).

J. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION.

- (1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and shall include a provision requiring such compliance in its lower tier covered transactions.
- (2) By signing and submitting this form, the Contractor shall also execute and provide the County with, and require all lower tiered contractors to also execute, the certification set out in "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower tier Covered Transaction" attached hereto. The Contractor shall require all lower tier participants to agree that they:
 - a. shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the County;
 - and ii. they will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion", and the certification form, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. The Contractor may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The Contractor may decide the method and frequency by which it determines the eligibility of its principals. The Contractor may, but is not required to check the Non-procurement List issued by U.S. General Service Administration. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of

the Contractor and any other participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

If the Contractor or any other lower tier participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the County may pursue available remedies including suspension and/or debarment.

K. BYRD ANTI-LOBBYING CERTIFICATION AND DISCLOSURE STATEMENTS.

Contractors who apply or bid for or have received an award of \$100,000 or more shall file the required and attached certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

L. RECYCLED PRODUCTS/RECOVERED MATERIALS

The Contractor agrees to comply with all the requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. § 6962), including but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. All goods and/or services to be purchased as a result of any award under this Contract shall be in accordance with all applicable governmental standards, including, but not limited to those issued by the Occupation Safety and Health Administration (OSHA), the National Institute of Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). It shall be the responsibility of the Contractor and vendors to be regularly informed to conform to any changes in standards issued by any regulatory agencies that govern the commodities or services applicable to this solicitation, during the term of any contract resulting from this solicitation. In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired:

- (1) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (2) Meeting Contract performance requirements; or
- (3) At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/regulatory-background-comprehensive-procurement-guideline-program-cpg>.

M. CONTRACTING WITH SMALL AND MINORITY BUSINESS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS, C.F.R. § 200.321(G).

Pursuant to C.F.R. 200.321 (g), the County will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.

N. ACCESS TO RECORDS. In addition to the provisions contained in the Contract, the following access to records requirements apply to this Contract:

- (1) The Contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OF RELATED ACTS. The Contractor hereby acknowledges that 31 U.S.C. Chap. 38

(Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to the Contract.

P. DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Q. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.⁹⁹

R. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

S. CHANGES

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract.

II. Deletions from the standard County contract:

A. Prompt Payment Terms

Payment terms under Sections 2-8.1.1.1.1 or 2-8.1.1.1.2 of the Code of Miami-Dade County, Florida ("County Code") that are for a Small Business Enterprise ("SBE") contract set-aside, bid preference or contain a subcontractor goal, shall NOT apply to this Contract or group, as applicable.

B. Local Preference

Section 2-8.5 of the County Code, which provides that preference shall be given to local businesses, shall NOT apply to this Contract or group, as applicable.

C. County User Access Program ("UAP")

The UAP fee in the amount of two percent (2%) shall NOT apply to this Contract or group, as applicable and the County shall not withhold any portion of payment due to Vendor for payment of the UAP fee.

D. SBE Measures

SBE Measures under Sections 2-8.1.1.1.1, 2-10.4.01, and 10-33.02 of the County Code and any other bid preferences or set-asides under an SBE program shall NOT apply to this Contract or group, as applicable.

E. Local Certified Veteran Business Enterprise Preference

Section 2-8.5.1 of the County Code which provides that certified veteran businesses enterprises shall be given a preference shall NOT apply to this Contract or group, as applicable.

F. First Source Hiring Referral Program ("FSHRP")

Section 2-2113 of the County Code which provides that County contractors to use a local workforce referral agency for job postings and to use good faith efforts to fill fifty percent (50%) of job vacancies through such local workforce referral agency, shall NOT apply to this group.

III. Modifications from the standard County contract:

A. Inspector General

The cost of random audits of one quarter (1/4) of one (1) percent will be NOT be incorporated into the contract price of this Contract or group, as applicable nor shall such audit cost be deducted from payment to the Vendor. All other provisions in the Contract pertaining to the Inspector General remain the same.

Firm/Company Name: Coalition of Florida Farmworkers Orgs,

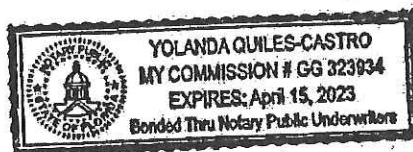
Authorized Representative: Arden Lopez
Printed Name

Authorized Representative: [Signature]
Signature

Title: Executive Director

Date: 4/15/2020

Attest: [Signature]
Corporate Secretary/Notary



Attachment: Affidavits

Byrd Anti-Lobbying Amendment Certification Form

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

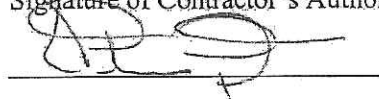
The undersigned Contractor certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official



Name and Title of Contractor's Authorized Official

Arturo Lopez Exec. Dir.

Date

4/15/2020

Suspension and Debarment Certification Form

(1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions."

Signature of Contractor's Authorized Official



Name and Title of Contractor's Authorized Official

Arturo Lopez, Exec. Dir.

Date

4/15/2020

20-COFF

**AMENDMENT #2
TO FY 2019-2020 CONTRACT BETWEEN
MIAMI-DADE COUNTY
AND
COALITION OF FLORIDA FARMWORKER ORGANIZATIONS, INC.**

Miami-Dade County by and through its Office of Management and Budget – Grants Coordination located at 111 N.W. 1st Street, 22nd Floor, Miami, FL 33128 (hereinafter called “the County”) and **COALITION OF FLORIDA FARMWORKER ORGANIZATIONS, INC.**, located at 778 West Palm Drive, Florida City, FL 33034 (hereinafter called “the Provider”) hereby agree on this 30 day of JUNE, 2020 to amend the Grant Agreement dated January 22, 2020, between the County and the Provider (hereinafter called “the Agreement”) and therefore makes the following recitals.

WHEREAS, the County and the Provider entered into the Agreement for the provision of Human and Social Services;

WHEREAS pursuant to the Agreement, the Provider provides the following program:

COVID-19 Bulk Food Purchase

WHEREAS, the current Coronavirus disease 2019 (COVID-19) pandemic has resulted in business closures and employment layoffs, which place a further strain on already limited financial and nutritional resources for impoverished households in Miami-Dade County and a noncompetitive procurement is necessary and appropriate in light of the existing public health emergency of unknown duration, and that existing contractors have been found to be free of conflict and have successfully met due diligence requirements;

WHEREAS, the Agreement allows for amendment by written consent of the County and the Provider;

WHEREAS, the parties wish to include an additional program, Program C, in the Agreement for Bulk Food Purchase and to attach and incorporate herein Attachment A(2) Scope of Work, and Attachment B(3) Line Item Budget, all of which said new attachments shall pertain to Program C and to the period from October 1, 2019 through September 30, 2020, in order to reflect the additional services and funds provided pursuant to this Amendment,

WHEREAS, the County intends to actively seek federal reimbursement of these unbudgeted emergency expenses as appropriate; and

NOW, THEREFORE, in consideration of the mutual covenants recorded herein and made part of this Amendment, the County and the Provider agree to amend the Agreement as follows:

- I. The “whereas” clauses above are fully incorporated and adopted herein as if fully set forth herein.
- II. **Article 2. Amount Payable** shall be amended to include Program C: Bulk Food Purchase and to increase the amount payable for the services rendered under this Agreement as follows:

Program C: COVID-19 Bulk Food Purchase \$15,000

The rest of Article 2 shall remain unchanged.

III. Throughout the Agreement, all references to:

- (1) "Attachment A" and "Scope of Work" shall refer to Attachment A, Attachment A(1), and Attachment A(2), which is attached hereto and incorporated herein and shall pertain to the period of time from October 1, 2019 to September 30, 2020; and
- (2) "Attachment B" and "Budget" shall refer to Attachment B, Attachment B(2), and Attachment B(3) which is attached hereto and incorporated herein and shall pertain to the period of time from October 1, 2019 to September 30, 2020.

IV. **Article 25, Miscellaneous, Subsection J. Totality of Agreement/Severability of Provisions.** is hereby amended as follows:

- (1) "Attachment A(2): Scope of Work" is hereby listed beneath "Attachment A(1): Scope of Work"; and
- (2) "Attachment B(3): Line Item Budget" is hereby listed beneath "Attachment B(2): Line Item Budget."

- V. Other than as expressly amended herein, all other terms and conditions of the Agreement shall remain in full force and effect. If any conflict in language exists between the Agreement and this Amendment #2, the language in this Amendment #2 shall prevail.
- VI. This Amendment #2 is hereby made a part of the Agreement and is binding upon the County and the Provider. This Amendment #2 shall be effective once it has been signed by both parties, and shall expire on September 30, 2020.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment #2 to the Agreement to be executed by their officials thereunto duly authorized.

COALITION OF FLORIDA FARMWORKER ORGANIZATIONS, INC.

By: [Signature]
Name: Arturo Lopez
Title: Executive Director
Date: 6/23/20

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on this 23rd day of June, 2020, by (name) Arturo Lopez as (title) Exec. Director for (name of agency) _____.

Said person is ☒ personally known or ☐ produced the following identification _____.

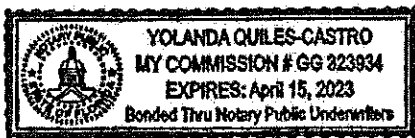
Attest:

[Signature]
Notary Public - State of
Florida, Miami-Dade
County _____

Print
Name:

Yolanda O Castro

Notary Seal/Stamp:



MIAMI-DADE COUNTY

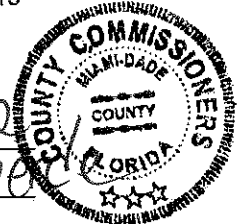
By: [Signature]
Name: Jennifer Moon
Title: Mayor's Designee
Date: 06/30/2020

Attest: HARVEY RUVIN, Clerk
Board of County Commissioners

By:

Print Name:

[Signature]
Olga Valverde



ATTACHMENT A (2) - SCOPE OF WORK

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

SECTION 1: GENERAL INFORMATION

Name of Organization:	Coalition of Florida Farmworker Organizations, Inc.		
Program Name:	COVID-19 Bulk Produce Distribution		
Program Funding Amount:	\$15,000	Contract Period:	Oct. 1, 2019 – Sept. 30, 2020

SECTION 2: PROGRAM PLAN

2.1 - Program Narrative/Summary

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

COFFO has been successfully running a recovery and distribution food pantry for 20 years. This grant will enable the organization to continue and to expand services to 667 families during the contract period to assist with persons affected during the COVID-19 pandemic. This program will provide up to 667 Households with 45 pounds of vegetables purchased and non-perishables (from donations).

COFFO will distribute food and may provide personal toiletries and paper products throughout Miami-Dade County. This money, when combined with additional cash and in-kind match (donations), will assist up to 667 families COFFO will recognize Miami-Dade County in any and all notices, announcements, press releases and on-site during food distribution.

2.2 – Client Eligibility and Demographics

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

Local population including anyone in need.

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

1 month to 100 years old.

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

Individuals, families and children in need.

ATTACHMENT A (2) - SCOPE OF WORK

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

Countywide:	☐	District 1:	☐	District 2:	☐	District 3:	☐
District 4:	☐	District 5:	☒	District 6:	☐	District 7:	☐
District 8:	☐	District 9:	☒	District 10:	☒	District 11:	☐
District 12:	☐	District 13:	☐				

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

667 families

2.3 – Program Detail

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

N/A

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

N/A

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

Limited, short-term program.

2.4 – Profile of Services

Activity #1	Bulk Food Distribution
Location(s)	Rural Neighborhoods (ECA) 19308 SW 380 Street Florida City, Florida 33034 South Dade Farmworker Ctr. 31220 SW 134 Avenue

ATTACHMENT A (2) - SCOPE OF WORK

	Homestead, Florida 33030 Florida Harvest Center 1250 SW 4th Street Homestead, Florida 33030 Goulds Farmworker Housing 11968 SE 223 Street Goulds, Florida 33170
Number of unduplicated clients	Up to 667 families
Frequency	Once per client
Objective	
Output→	Assist up to 667 families (in combination with additional cash and in-kind match (donations)).
Anticipated Outcome→	100% of eligible clients will receive assistance.
Method of Measurement →	Vehicle count or household count

ATTACHMENT A (2) - SCOPE OF WORK

2.5 – Staffing Plan

Note: The Staffing Plan only needs to be updated and submitted if any changes have been made since the line-item budget was last approved.

Include the following elements in the staffing plan:

- Position Vacancy
- Change of Personnel

Please include **ONLY** the position(s), Agency (ies) or Subcontractor(s) that funded by Miami-Dade County, which identified in your Line Item Budget.

Position(s)/ Agency(ies)/ Subcontractor(s)	If filled, provide person's name. If vacant, provide anticipated hire date. For Subcontractor(s), provide name of entity providing service	Key Responsibilities	Licenses/ Certifications (if applicable)	Employee (Full- Time, Part-Time), Subcontractor

ATTACHMENT A (2) - SCOPE OF WORK

SECTION 3: ORGANIZATIONAL SUPPORT ACTIVITIES

3.1 - Describe how your organization will publicize availability of this program to the community

COFFO has a list of clients and with the assistance of the local Creole and Spanish speaking radio stations, will be giving PSAs about the dates and locations of our food giveaways, classes on nutrition and financial literacy, and other services.

COFFO will recognize Miami-Dade County in any and all notices, announcements, press releases and on-site during food distribution.

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

COFFO's fiscal records are maintained in accordance with generally accepted accounting principles. COFFO's Fiscal Manager is responsible for ensuring proper financial control, meeting all federal and state accounting standards and audit responsibilities, and ensuring that there is no co-mingling of grant monies.

A subcontracted independent auditor audits COFFO's records on an annual basis, pursuant to the Single Audit Act. Accounting and fiscal manuals ensure that internal controls are adequate and up to date. Most of COFFO's funding sources periodically monitor the results of COFFO programs to ensure that the program meets its contractual obligations. They have given COFFO excellent periodic reviews of its program and fiscal reports, its delivery of proposed services, and its tracking of measurable outcomes.

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

CBO

Arturo Lopez
Print Name / Signature

6/23/20
Date

Miami-Dade
County


Print Name / Signature

6/29/20
Date

CHIEF OF BUDGET
 DEPARTMENT OF
 COMMUNITY DEVELOPMENT
 10/1/2019 to 9/30/2020

ATTACHMENT B(3) - BUDGET

Organization Name	Organization Name
Coalition of Florida Farmworker Organizations, Incorporated	

Agency Approval: _____
 County Approval: _____

Signature Date: _____
 Print Name: Arlene Lopez

6/29/20
 6/29/20

Official Class Categories	Total Cost to Agency by Revenue Source														Total Cost to Agency by Budget Period	% Changed to Other Funding Sources	% Changed to County Funding	Justification
	County																	
	Program A Food Recovery and Distribution	Program B Subsidized Food	Program C Non-Perishable	Program D Homes	Program E Homes	Program F Homes	Program G Homes	Program H Homes	Program I Homes	Program J Homes	Program K Homes	Program L Homes	Program M Homes	Program N Homes				
OBJECT CLASS	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%
Program Manager/ Maria Avila	14,640	42.5%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	18,770	57.1%	32,760	42.0%	37.1%	100%	23 hours per week x \$14/hr. x 23 weeks per year. Payroll is processed bi-weekly. This grant will cover 11 months @ \$11	
Fringe Benefits	5,789	42.5%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	7,709	57.1%	13,498	42.0%	57.1%	100%	PCA (7.5%), HealthGroup Insurance (27.5%), Retirement (6%), Worker's Corp (1.7%), Unemployment (Base \$1,000 x 10%)	
Program Support/ Yeni Bernal	5,200	25.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	13,400	75.0%	20,600	25.0%	75.0%	100%	40 hours per week x \$10/hr. x 23 weeks per year. Payroll is processed bi-weekly. This grant will cover 11 months @ \$10	
Fringe Benefits	1,624	26.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	4,603	75.0%	6,127	26.0%	75.0%	100%	PCA (7.5%), HealthGroup Insurance (18.0%), Retirement (6%), Worker's Corp (1.7%), Unemployment (Base \$1,000 x 10%)	
Program Support/ Nathaniel Hernandez	3,999	100.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	3,999	100.0%	3,999	100.0%	0.0%	100%	10 hours per week x \$10/hr. x 23 weeks per year. Payroll is processed bi-weekly. This grant will cover 11 months @ \$10	
Fringe Benefits	371	100.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	371	100.0%	371	100.0%	0.0%	100%	PCA (7.5%), HealthGroup Insurance (7%), Retirement (6%), Worker's Corp (1.7%), Unemployment (Base \$1,000 x 10%)	
Program Support	862	100.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	862	100.0%	862	100.0%	0.0%	100%	Responsible and necessary program supplies to be used for the program in accordance with the scope of work (see Attachment 1)	
Transportation & Maintenance	1,482	100.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	1,482	100.0%	1,482	100.0%	0.0%	100%	Gasoline for food pick-up and vehicle maintenance (oil change and tune up)	
Food	9,124	100.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	9,124	100.0%	9,124	100.0%	0.0%	100%	Produce, canned food, chips, cereal, milk, beans, vegetables, mixed fruit and lunch, fruit, lunch, etc.	
Utilities	330	100.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	330	100.0%	330	100.0%	0.0%	100%	Electricity, water, and garbage disposal	
Telephone	768	100.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	768	100.0%	768	100.0%	0.0%	100%	Telephone landlines used for program purposes to provide information to clients.	
Bank Products	-	0.0%	38,000	88.1%	-	0.0%	-	0.0%	-	0.0%	4,650	11.9%	40,650	88.1%	11.9%	100%	To be used for the purchase of non-perishable food and other items described in the scope of work for distribution to needy clients	
Non-Perishable Food	-	0.0%	-	0.0%	13,500	73.8%	-	0.0%	-	0.0%	4,650	26.4%	18,150	73.8%	26.4%	100%	To be used for the purchase of non-perishable food and other items described in the scope of work for distribution to needy clients	
SUBTOTAL	43,398		38,000		13,500		-		-		8,192		144,410					
INDIRECT COSTS:																		
Executive Director/ Arlene Lopez	1,040	1.6%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	5,520	94.4%	66,480	1.6%	94.4%	100%	20 hours per week x \$10/hr. x 23 weeks per year. Payroll is processed bi-weekly. This grant will cover 11 months @ \$10 x 23 weeks	
Fringe Benefits	162	1.6%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	11,420	96.4%	11,602	1.6%	96.4%	100%	PCA (7.5%), HealthGroup Insurance (6%), Retirement (6%), Worker's Corp (1.7%), Unemployment (Base \$1,000 x 10%)	
Fiscal Officer/ Patricia Rodriguez	1,744	3.1%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	54,898	93.9%	56,376	3.1%	94.3%	100%	20 hours per week x \$10/hr. x 23 weeks per year. Payroll is processed bi-weekly. This grant will cover 11 months @ \$10 x 23 weeks	
Fringe Benefits	520	3.1%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	10,080	93.9%	10,569	3.1%	96.9%	100%	PCA (7.5%), HealthGroup Insurance (6%), Retirement (6%), Worker's Corp (1.7%), Unemployment (Base \$1,000 x 10%)	
Program Coordinator/ Volanda Quiles-Castro	572	1.6%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	38,004	94.4%	38,608	1.6%	94.4%	100%	20 hours per week x \$10/hr. x 23 weeks per year. Payroll is processed bi-weekly. This grant will cover 11 months @ \$10 x 23 weeks	
Fringe Benefits	260	1.6%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	17,628	94.4%	17,908	1.6%	94.4%	100%	PCA (7.5%), HealthGroup Insurance (6%), Retirement (6%), Worker's Corp (1.7%), Unemployment (Base \$1,000 x 10%)	
Bookkeeper/ Marcia Sanchez	864	3.1%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	27,464	94.4%	28,288	3.1%	94.3%	100%	20 hours per week x \$10/hr. x 23 weeks per year. Payroll is processed bi-weekly. This grant will cover 11 months @ \$10 x 23 weeks	
Fringe Benefits	383	3.1%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	11,967	96.5%	12,250	3.1%	96.9%	100%	PCA (7.5%), HealthGroup Insurance (6%), Retirement (6%), Worker's Corp (1.7%), Unemployment (Base \$1,000 x 10%)	
Payroll Charges	213	10.2%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	1,987	89.8%	2,060	10.2%	89.8%	100%	Payroll Process Fee, 9.8% of Total Direct Salaries	
Audit	400	5.0%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	7,650	95.0%	8,000	5.0%	95.0%	100%	100% Audit Annual Cost \$8,000	
Liability	1,400	6.4%	-	0.0%	-	0.0%	-	0.0%	-	0.0%	20,000	90.6%	22,000	6.4%	93.6%	100%	Liability Annual Cost \$22,000	
Administration	-	0.0%	4,000	15.3%	1,500	5.7%	-	0.0%	-	0.0%	20,500	78.9%	28,100	21.1%	78.9%	100%	Administrative used to manage the distribution of products and comparable food items	
SUBTOTAL	7,842		4,000		1,500		-		-		104,562		144,410					
TOTAL AWARD:	\$1,848		40,600		13,500		-		-		104,562		144,410					
IEC %																		

20-CURL

**AMENDMENT #1
TO FY 2019-2020 CONTRACT BETWEEN
MIAMI-DADE COUNTY
AND
CURLEY'S HOUSE OF STYLE, INC.**

Miami-Dade County by and through its Office of Management and Budget – Grants Coordination located at 111 N.W. 1st Street, 22nd Floor, Miami, FL 33128 (hereinafter called "the County") and **CURLEY'S HOUSE OF STYLE INC.**, located at 6025 NW 6 Court, Miami, FL 33127 (hereinafter called "the Provider") hereby agree on this ____ day of _____, 2020 to amend the Grant Agreement dated **February 25th, 2020**, between the County and the Provider (hereinafter called "the Agreement") and therefore makes the following recitals.

WHEREAS, the County and the Provider entered into the Agreement for the provision of Human and Social Services;

WHEREAS pursuant to the Agreement, the Provider provides the following program:

COVID-19 Bulk Produce Distribution

WHEREAS, the current Coronavirus disease 2019 (COVID-19) pandemic has resulted in business closures and employment layoffs, which place a further strain on already limited financial and nutritional resources for impoverished households in Miami-Dade County and a noncompetitive procurement is necessary and appropriate in light of the existing public health emergency of unknown duration, the severely limited time remaining in the growing season before produce spoils in the field, and that existing contractors have been found to be free of conflict and have successfully met due diligence requirements;

WHEREAS, the Agreement allows for amendment by written consent of the County and the Provider;

WHEREAS, the parties wish to include an additional program, Program B, in the Agreement for Bulk Produce Distribution Services and to attach and incorporate herein Attachment A(1) Scope of Work, and Attachment B(2) Line Item Budget, all of which said new attachments shall pertain to Program B and to the period from October 1, 2019 through September 30, 2020, in order to reflect the additional services and funds provided pursuant to this Amendment,

WHEREAS, the County intends to actively seek federal reimbursement of these unbudgeted emergency expenses as appropriate; and

NOW, THEREFORE, in consideration of the mutual covenants recorded herein and made part of this Amendment, the County and the Provider agree to amend the Agreement as follows:

- I. The "whereas" clauses above are fully incorporated and adopted herein as if fully set forth herein.
- II. **Article 2. Amount Payable** shall be amended to include Program B: Bulk Produce Distribution Program and to increase the amount payable for the services rendered under this Agreement as follows:

Program B: COVID-19 Bulk Produce Distribution \$250,000

The rest of Article 2 shall remain unchanged.

III. Throughout the Agreement, all references to:

- (1) "Attachment A" and "Scope of Work" shall refer both to Attachment A and Attachment A(1), which is attached hereto and incorporated herein and shall pertain to the period of time from October 1, 2019 to September 30, 2020; and
- (2) "Attachment B" and "Budget" shall refer both to Attachment B and Attachment B(2), which is attached hereto and incorporated herein and shall pertain to the period of time from October 1, 2019 to September 30, 2020.

IV. **Article 25, Miscellaneous, Subsection J. Totality of Agreement/Severability of Provisions.** is hereby amended as follows:

- (1) "Attachment A(1): Scope of Work" is hereby listed beneath "Attachment A: Scope of Work"; and

- (2) "Attachment B(2): Line Item Budget" is hereby listed beneath "Attachment B: Line Item Budget."

- (3) Attachment M: Federal Terms and Certifications is hereby attached and incorporated herein.

V. Other than as expressly amended herein, all other terms and conditions of the Agreement shall remain in full force and effect. If any conflict in language exists between the Agreement and this Amendment #1, the language in this Amendment #1 shall prevail.

VI. This Amendment #1 is hereby made a part of the Agreement and is binding upon the County and the Provider. This Amendment #1 shall be effective once it has been signed by both parties, and shall expire on September 30, 2020.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment #1 to the Agreement to be executed by their officials thereunto duly authorized.

CURLEY'S HOUSE OF STYLE, INC.

By: _____

Name: Laven Spicer

Title: Executive Director

Date: 4/15/2020

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on this 15th day of

April, 2020, by _____ as _____
(name) LAVEN SPICER (title) Executive Director for
(name of agency) Curley's House of Style, Inc.

Said person is ☐ personally known or ☒ produced the following identification

DL # S126-538-65-767-0

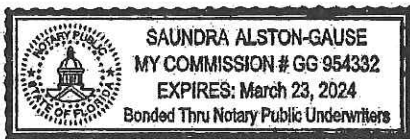
Attest: _____

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

Print

Name: SAUNDRA ALSTON GAUSE

Notary Seal/Stamp:



MIAMI-DADE COUNTY

By: _____

Name: Jennifer Moon

MAURICE L.

Title: Mayor's Designee

DEPUTY MAYOR

Date: 4/21/2020

MIAMI-DADE CTY. FL

Attest: _____

HARVEY RUVIN, Clerk

Board of County Commissioners

By: _____

Print Name: Gene Spencer



ATTACHMENT A (1)
MIAMI-DADE COUNTY OFFICE OF MANAGEMENT AND BUDGET
GRANTS COORDINATION

SECTION 1: GENERAL INFORMATION

Name of Organization: Curley's House of Style, Inc.

Program Name: COVID-19 Bulk Produce Distribution

Program Funding Amount: \$250,000 Contract Period: October 1, 2019-
September 30, 2020

SECTION 2: PROGRAM PLAN**2.1 - Program Narrative/Summary**

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

The goal of this program is to provide food baskets for 10,000-20,000 members of the community who are needing assistance due to the COVID-19 pandemic. These food baskets will be distributed at various food distribution sites located throughout Miami-Dade County.

Curley's House of Style will recognize Miami-Dade County in any and all notices, announcements, press releases and on-site during food distribution.

2.2 - Client Eligibility and Demographics

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

Residents of Miami-Dade County

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

0-100

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

Individuals, families and children in need.

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

Countywide: ☒	District 1: ☒	District 2: ☒	District 3: ☒
District 4: ☐	District 5: ☐	District 6: ☒	District 7: ☒
District 8: ☐	District 9: ☒	District 10: ☐	District 11: ☒
District 12: ☐	District 13: ☒		

ATTACHMENT A (1) - SCOPE OF WORK

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

10,000-20,000 persons

2.3 – Program Detail

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

N/A

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

N/A

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

Limited, short-term program.

2.4 – Profile of Services

Activity #1	Bulk Produce Distribution
Location(s)	ST. Monica Gardens 3425 N.W. 189 ST. MIAMI, FL. 33055 ARCH BISHOP MCCARTHY RESIDENCE 13201 N.W. 28TH AVE OPA LOCKA , FL 33054 el triufo cristo ministerio internacional 254 Curtiss Parkway Miami Springs Florida, 33166 10550 NW 77TH CT

ATTACHMENT A (1) - SCOPE OF WORK

	HIALEAH GARDEN, 33016 NEW LIFE PENTECOSTAL CHURCH 116 SOUTH 61 ST HOLLYWOOD FL. NEW PROVIDENCE CHURCH 760 NW 53RD ST. MIAMI FL. GLORY MINISTRIES LATTER 21910 SW 120TH AVE GOULDS FL. 33170 GLORY TEMPLE MINISTRIES COOPER TEMPLE MINISTRIES 3800 NW 199 ST ST. PAUL A.M.E. 1866 NW 51 ST MIAMI FL. 33055 GOSPEL TABERNACLE FAITH OD DELIVERANCE 331 NW 189 ST MIAMI FL. 33055 MEEK MANOR 330 NW 19ST MIAMI, FL 33136 LENORD BATZ CENTER 150 NE 69 TR NORTRA DAME D' HAITI CATHOLIC CHURCH 110 NE 62ND ST MIAMI, FL 33138 SECOND BAPTIST CHURCH 11111 PINKSON HEIGHT DR. RICHMOND HEIGHTS
Number of unduplicated clients	10,000-20,000
Frequency	Weekly (Monday through Friday)

ATTACHMENT A (1) - SCOPE OF WORK

Objective	
Output→	10,000-20,000 people will be provided with food baskets
Anticipated Outcome→	One hundred percent (100 %) will sign-in and out to receive food
Method of Measurement →	Vehicle count or household count

ATTACHMENT A (1) - SCOPE OF WORK

2.5 – Staffing Plan

Note: The Staffing Plan only needs to be updated and submitted if any changes have been made since the line-item budget was last approved. Include the following elements in the staffing plan:

- Position Vacancy
- Change of Personnel

Please include **ONLY** the position(s), Agency (ies) or Subcontractor(s) that funded by Miami-Dade County, which identified in your Line Item Budget.

Position(s)/ Agency(ies)/ Subcontractor(s)	If filled, provide person's name. If vacant, provide anticipated hire date. For Subcontractor(s), provide name of entity providing service	Key Responsibilities	Licenses/ Certifications (if applicable)	Employee (Full-Time, Part-Time), Subcontractor

ATTACHMENT A (1)

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

Email marketing; flyers; sign-up sheets at Curley's House and partnering agencies.

Curley's House will recognize Miami-Dade County in any and all notices, announcements, press releases and on-site during food distribution.

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

Staff will be trained on the appropriate methods of community engagement. All data collected will be entered into a shared drive to capture deliverables associated with the program. Evaluations of the program will be conducted monthly.

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

CBO

Print Name / Signature

Date

Miami-Dade
County

Print Name / Signature

Date

- ☒ ORIGINAL BUDGET
☐ BUDGET MODIFICATION #1
☐ BUDGET MODIFICATION #2

Budget Period
 10/1/2019 to 9/30/2020

Organization Name
 Curley's House of Style, Inc.

Agency Approval:

Signature / Date:

Print Name: Laverne Spicer

County Approval:

Fiscal (cost basis only): Accountant: Supervisor:

Object Class Categories	Total Cost to Agency by Revenue Source							Total Cost to Agency For the Budget Period	% Charged to County	% Charged to Other Funding Sources	Total % All Funding	Justification
	Food Program		County		Other Funding Source(s)							
	Amount	%	Amount	%	Amount	%	%					
DIRECT COSTS:												
Operations Manager/ Arthur Spicer	36,830	87.7%			0.0%	5,170	12.3%	87.7%	12.3%	100%	\$3,500 per month (Independent Contractor)	
Project Director Laverne Holliday	15,500	50.0%			0.0%	15,500	50.0%	50.0%	50.0%	100%	\$2,583.33 per month (Independent Contractor)	
Behavioral Health Care Coordinator/ Ginou Baptiste	26,760	89.2%			0.0%	3,240	10.8%	89.2%	10.8%	100%	\$2,500 per month (Independent Contractor)	
Bulk Food	73,986	94.9%			0.0%	4,000	5.1%	94.9%	5.1%	100%	Approximately 46,898 lbs of food at an average cost of \$1.67 per pound	
Non-Capital Equipment	1,000	100.0%			0.0%		0.0%	100.0%	0.0%	100%	Computer for clients to access benefit programs	
Rent	7,869	37.7%			0.0%	13,011	62.3%	37.7%	62.3%	100%	Current monthly rent is \$1,740 for approximately 2,229 square feet of office and warehouse space.	
Electricity	2,262	37.7%			0.0%	3,738	62.3%	37.7%	62.3%	100%	Approximately \$ 500 per month for electricity	
Client Transportation	3,920	100.0%			0.0%		0.0%	100.0%	0.0%	100%	35 monthly bus passes x \$112	
Supermarket Gift cards	3,000	100.0%			0.0%		0.0%	100.0%	0.0%	100%	60 supermarket gift cards @ \$50 each	
Telephone & Internet	923	37.7%			0.0%	1,525	62.3%	37.7%	62.3%	100%	Approximately \$ 204 per month for telephone and internet	
Program Supplies	4,000	53.9%			0.0%	3,427	46.1%	53.9%	46.1%	100%	Approximately \$ 619 per month for Program Supplies.	
Bulk Produce		0.0%	212,500	100.0%			0.0%	100.0%	0.0%	100%	To be used for the purchase of produce for distribution to needy clients	
SUBTOTAL	176,050		212,500			49,611						
INDIRECT COSTS:												
Fiscal Administrator/ Keisha Gabbidon	14,200	94.7%			0.0%	800	5.3%	94.7%	5.3%	100%	\$1,250 per month (Independent Contractor)	
Insurance & Permits	3,000	50.0%			0.0%	3,000	50.0%	50.0%	50.0%	100%	This reflects an annual premium amount	
Case Management Software (CRM)	6,750	100.0%			0.0%		0.0%	100.0%	0.0%	100%	Software system of client management; approximately \$562.50 per month	
Administration		0.0%	37,500	100.0%			0.0%	100.0%	0.0%	100%	Administrative cost to manage the distribution of produce	
SUBTOTAL	23,950		37,500			3,800						
TOTAL AWARD:	200,000		250,000			53,411						

IDC %

Federal Terms and Certifications

By signing this document, the vendor _____ ("Vendor"), hereby acknowledges and accepts the contract provisions and requirement listed below for compliance with the Federal Emergency Management Agency's (FEMA) reimbursement requirements, as set forth in 2 CFR 200.326 and 2 CFR Part 200 Appendix II, for Contract / Purchase Order _____ ("Contract").

This document also deletes and modifies the standard Miami-Dade County terms and conditions and, to the extent that a standard County contract was entered into prior to the date of execution hereof, Vendor and the County understand and agree that this form shall amend the standard County contract and shall be deemed to be effective as of the later of the date of execution of the Contract or January 27, 2020. If there are any conflicts or inconsistencies with the standard County terms and this document, the County and Vendor agree that all terms and provisions of this document shall govern and control. All references to Vendor in this document shall mean the same as "Contractor" or "Servicer" or any other term used to refer to the party contracting with the County in the standard County contract.

I. Additions:

The following provisions shall be added to the Contract and, where there is a direct conflict or inconsistency with existing terms in the Contract, the following provisions shall supersede existing provisions in the Contract:

A. BREACHES AND DISPUTE RESOLUTION. For all purchases in excess of the simplified acquisition threshold, currently \$150,000, the following provisions shall apply:

- (1) Disputes and Remedies - Disputes arising in the performance of this Contract which are not resolved by the Contractor and the County's project manager or contractor manager, shall be referred, in writing, to the authorized representative of the County Mayor for a decision. If there is a disagreement among the parties regarding the decision of the County Mayor's representative, then either party may submit any claim, counterclaim, dispute and other matters in question between the County and the Contractor arising out of or relating to this Contract or its breach to a court of competent jurisdiction within Miami-Dade County.
- (2) Performance During Dispute - Unless otherwise directed by the County, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- (3) Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages

therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

B. TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this Contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the Contractor shall not incur any additional costs under this Contract. The County shall be liable only for reasonable costs incurred by the Contractor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

C. DEFAULT; REMEDIES; TERMINATION FOR CAUSE

The County reserves the right to terminate this contract, in part or in whole, or place the Contractor on probation, or to avail itself of all other remedies available at law and equity, inclusive injunctive relief and specific performance, in the event the Contractor fails to perform in accordance with the terms and conditions stated herein. Following breach of the Contract by the Contractor, the County shall provide written notice specifying the breach to the Contractor and advising the Contractor that the breach must be cured immediately or this Agreement may be terminated by the County. The County further reserves the right to suspend or debar the Contractor in accordance with the appropriate County ordinances, resolutions and/or administrative/implementing orders. The vendor will be notified by letter of the County's intent to terminate if, following the initial notice of breach, the Contractor fails to timely or adequately and to the satisfaction of the County cure said breach. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the terminated Contractor.

D. EQUAL EMPLOYMENT OPPORTUNITY

- (1) In connection with the performance of this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, ancestry, marital status, pregnancy, sexual orientation, veteran's status, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, age, disability, ancestry, marital status, pregnancy, sexual orientation, veteran's status, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeships. Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. The Contractor agrees to post in conspicuous places, available to

employees and applicants for employment, notices to be provided by MDC setting forth the provisions of this Equal Opportunity clause.

- (2) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the Equal Opportunity clauses of this Contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive

Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (8) The Contractor will include the provisions of this Equal Opportunity clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each of Contractor's vendors and subcontractors. The Contractor will take such action with respect to any subcontract or purchase order as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance.

E. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148) and COPELAND "ANTI-KICKBACK" ACT (18 USC § 40 U.S.C. 3145). The Davis-Bacon Act and the Copeland Anti-Kickback Act only apply to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. They do not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program. Accordingly, if applicable to this Contract:

- (1) All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").
- a) In accordance with the statute, and if applicable, the Contractor must pay all laborers and mechanics employed or working upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor pursuant to 29 CFR part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) at rates not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The County will attach a copy of the current prevailing wage determination issued by the Department of Labor to this form.
 - b) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of 29 CFR §5.5; also, regular contributions made or costs

incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4).

- c) Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of 29 CFR § 5.5) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (2) The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.

Contractors and Subcontractors are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Contractor or subcontractor shall insert in any subcontracts the clause in these subparagraphs (G)(1) and (2), and also a clause requiring the subcontractors to include this clause in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with this clause. A breach of this clause may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

F. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT OF 1962, 40 U.S.C. §§ 3702 AND 3704.

If applicable, the Contractor and all of its subcontractors shall comply with the Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. §§ 3702 and 3704, requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a workweek. In the event of any violation of the preceding clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the County for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth herein, in the sum of \$10 for

each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided herein. The Contractor or subcontractor shall insert in any subcontracts this clause set forth in subsection (F) herein also a clause requiring the subcontractors to include this clause in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in herein.

G. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AWARD.

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the County wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the County must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

H. THE CLEAN AIR ACT OF 1955, as amended, 42 U.S.C. §§7401-7671q and the FEDERAL WATER POLLUTION CONTROL ACT, as amended, 33 U.S.C. §§ 1251-1387.

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §1251 et seq.
- (2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

I. ENERGY CONSERVATION.

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance

with the Energy Policy and Conservation Act (42 U.S.C. Section 6321 et seq.) and (42 U.S.C. 6201).

J. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION.

- (1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and shall include a provision requiring such compliance in its lower tier covered transactions.
- (2) By signing and submitting this form, the Contractor shall also execute and provide the County with, and require all lower tiered contractors to also execute, the certification set out in "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower tier Covered Transaction" attached hereto. The Contractor shall require all lower tier participants to agree that they:
 - a. shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the County;
 - and ii. they will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion", and the certification form, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. The Contractor may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The Contractor may decide the method and frequency by which it determines the eligibility of its principals. The Contractor may, but is not required to check the Non-procurement List issued by U.S. General Service Administration. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of

the Contractor and any other participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

If the Contractor or any other lower tier participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the County may pursue available remedies including suspension and/or debarment.

K. BYRD ANTI-LOBBYING CERTIFICATION AND DISCLOSURE STATEMENTS.

Contractors who apply or bid for or have received an award of \$100,000 or more shall file the required and attached certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

L. RECYCLED PRODUCTS/RECOVERED MATERIALS

The Contractor agrees to comply with all the requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. § 6962), including but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. All goods and/or services to be purchased as a result of any award under this Contract shall be in accordance with all applicable governmental standards, including, but not limited to those issued by the Occupation Safety and Health Administration (OSHA), the National Institute of Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). It shall be the responsibility of the Contractor and vendors to be regularly informed to conform to any changes in standards issued by any regulatory agencies that govern the commodities or services applicable to this solicitation, during the term of any contract resulting from this solicitation. In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired:

- (1) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (2) Meeting Contract performance requirements; or
- (3) At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/regulatory-background-comprehensive-procurement-guideline-program-cpg>.

M. CONTRACTING WITH SMALL AND MINORITY BUSINESS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS, C.F.R. § 200.321(G).

Pursuant to C.F.R. 200.321 (g), the County will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.

N. ACCESS TO RECORDS. In addition to the provisions contained in the Contract, the following access to records requirements apply to this Contract:

- (1) The Contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OF RELATED ACTS. The Contractor hereby acknowledges that 31 U.S.C. Chap. 38

(Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to the Contract.

P. DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Q. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

R. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

S. CHANGES

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract.

II. Deletions from the standard County contract:

A. Prompt Payment Terms

Payment terms under Sections 2-8.1.1.1.1 or 2-8.1.1.1.2 of the Code of Miami-Dade County, Florida ("County Code") that are for a Small Business Enterprise ("SBE") contract set-aside, bid preference or contain a subcontractor goal, shall NOT apply to this Contract or group, as applicable.

B. Local Preference

Section 2-8.5 of the County Code, which provides that preference shall be given to local businesses, shall NOT apply to this Contract or group, as applicable.

C. County User Access Program ("UAP")

The UAP fee in the amount of two percent (2%) shall NOT apply to this Contract or group, as applicable and the County shall not withhold any portion of payment due to Vendor for payment of the UAP fee.

D. SBE Measures

SBE Measures under Sections 2-8.1.1.1.1, 2-10.4.01, and 10-33.02 of the County Code and any other bid preferences or set-asides under an SBE program shall NOT apply to this Contract or group, as applicable.

E. Local Certified Veteran Business Enterprise Preference

Section 2-8.5.1 of the County Code which provides that certified veteran businesses enterprises shall be given a preference shall NOT apply to this Contract or group, as applicable.

F. First Source Hiring Referral Program ("FSHRP")

Section 2-2113 of the County Code which provides that County contractors to use a local workforce referral agency for job postings and to use good faith efforts to fill fifty percent (50%) of job vacancies through such local workforce referral agency, shall NOT apply to this group.

III. Modifications from the standard County contract:

A. Inspector General

The cost of random audits of one quarter (1/4) of one (1) percent will be NOT be incorporated into the contract price of this Contract or group, as applicable nor shall such audit cost be deducted from payment to the Vendor. All other provisions in the Contract pertaining to the Inspector General remain the same.

Firm/Company Name: Curley's House of Style, Inc

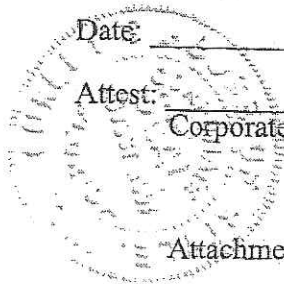
Authorized Representative: Laura Spicer
Printed Name

Authorized Representative: [Signature]
Signature

Title: Executive Director

Date: 4/15/2020

Attest: Corporate Secretary/Notary



Attachment: Affidavits

Byrd Anti-Lobbying Amendment Certification Form

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

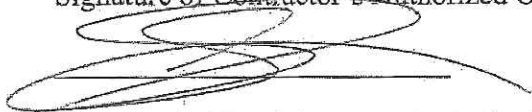
The undersigned Contractor certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official



Name and Title of Contractor's Authorized Official

Lavern Spicer Executive Director

Date

4/15/2020

Suspension and Debarment Certification Form

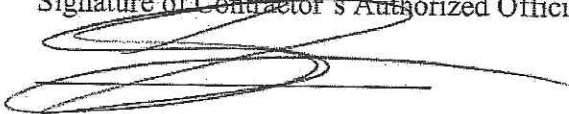
(1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions."

Signature of Contractor's Authorized Official



Name and Title of Contractor's Authorized Official

Dawn Spicer Executive Director

Date

4/15/2020

**AMENDMENT #2
TO FY 2019-2020 CONTRACT BETWEEN
MIAMI-DADE COUNTY
AND
CURLEY'S HOUSE OF STYLE, INC.**

Miami-Dade County by and through its Office of Management and Budget – Grants Coordination located at 111 N.W. 1st Street, 22nd Floor, Miami, FL 33128 (hereinafter called “the County”) and **CURLEY'S HOUSE OF STYLE INC.**, located at 6025 NW 6 Court, Miami, FL 33127 (hereinafter called “the Provider”) hereby agree on this ____ day of _____, 2020 to amend the Grant Agreement dated **February 25th, 2020**, between the County and the Provider (hereinafter called “the Agreement”) and therefore makes the following recitals.

WHEREAS, the County and the Provider entered into the Agreement for the provision of Human and Social Services;

WHEREAS pursuant to the Agreement, the Provider provides the following program:

COVID-19 Bulk Food Purchase

WHEREAS, the current Coronavirus disease 2019 (COVID-19) pandemic has resulted in business closures and employment layoffs, which place a further strain on already limited financial and nutritional resources for impoverished households in Miami-Dade County and a noncompetitive procurement is necessary and appropriate in light of the existing public health emergency of unknown duration, and that existing contractors have been found to be free of conflict and have successfully met due diligence requirements;

WHEREAS, the Agreement allows for amendment by written consent of the County and the Provider;

WHEREAS, the parties wish to include an additional program, Program C, in the Agreement for Bulk Food Purchase and to attach and incorporate herein Attachment A(2) Scope of Work, and Attachment B(3) Line Item Budget, all of which said new attachments shall pertain to Program C and to the period from October 1, 2019 through September 30, 2020, in order to reflect the additional services and funds provided pursuant to this Amendment,

WHEREAS, the County intends to actively seek federal reimbursement of these unbudgeted emergency expenses as appropriate; and

NOW, THEREFORE, in consideration of the mutual covenants recorded herein and made part of this Amendment, the County and the Provider agree to amend the Agreement as follows:

- I. The “whereas” clauses above are fully incorporated and adopted herein as if fully set forth herein.
- II. **Article 2. Amount Payable** shall be amended to include Program C: Bulk Food Purchase and to increase the amount payable for the services rendered under this Agreement as follows:

Program C: COVID-19 Bulk Food Purchase \$232,100

The rest of Article 2 shall remain unchanged.

III. Throughout the Agreement, all references to:

- (1) "Attachment A" and "Scope of Work" shall refer to Attachment A, Attachment A(1), and Attachment A(2) which is attached hereto and incorporated herein and shall pertain to the period of time from October 1, 2019 to September 30, 2020; and
- (2) "Attachment B" and "Budget" shall refer to Attachment B, Attachment B(2), and Attachment B(3) which is attached hereto and incorporated herein and shall pertain to the period of time from October 1, 2019 to September 30, 2020.

IV. **Article 25, Miscellaneous, Subsection J. Totality of Agreement/Severability of Provisions.** is hereby amended as follows:

- (1) "Attachment A(2): Scope of Work" is hereby listed beneath "Attachment A(1): Scope of Work"; and
- (2) "Attachment B(3): Line Item Budget" is hereby listed beneath "Attachment B(2): Line Item Budget."

V. Other than as expressly amended herein, all other terms and conditions of the Agreement shall remain in full force and effect. If any conflict in language exists between the Agreement and this Amendment #2, the language in this Amendment #1 shall prevail.

VI. This Amendment #2 is hereby made a part of the Agreement and is binding upon the County and the Provider. This Amendment #2 shall be effective once it has been signed by both parties, and shall expire on September 30, 2020.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment #2 to the Agreement to be executed by their officials thereunto duly authorized.

CURLEY'S HOUSE OF STYLE, INC.

By: _____

Name: Lavern Spicer

Title: Executive Director

Date: 6/29/2020

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on this 29th day of

June, 2020, by _____ (name) Lavern Spicer as _____

(title) Executive Director for Director (name of agency) Curley's House

Said person is ☐ personally known or ☒ produced the following identification

DL# _____

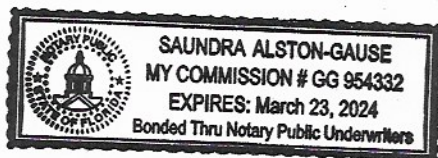
Attest: _____

Notary Public - State of
Florida, Miami-Dade
County _____

Print

Name: SAUNDRA ALSTON-GAUSE

Notary Seal/Stamp:



MIAMI-DADE COUNTY

By: _____

Name: Jennifer Moon

Title: Mayor's Designee

Date: _____

Attest: _____

HARVEY RUVIN, Clerk
Board of County Commissioners

By: _____

Print Name: _____

ATTACHMENT A (2)
MIAMI-DADE COUNTY OFFICE OF MANAGEMENT AND BUDGET
GRANTS COORDINATION

SECTION 1: GENERAL INFORMATION

Name of Organization: Curley's House of Style, Inc.

Program Name: COVID-19 Bulk Food Distribution

Program Funding Amount: \$232,100 Contract Period: October 1, 2019-
September 30, 2020

SECTION 2: PROGRAM PLAN**2.1 - Program Narrative/Summary**

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

The goal of this program is to provide food baskets for 1,000 members of the community who are needing assistance due to the COVID-19 pandemic. These food baskets will be distributed at various food distribution sites located throughout Miami-Dade County.

Curley's House of Style, Inc. will distribute food and may provide personal toiletries and paper products throughout Miami-Dade County. Curley's House of Style, Inc. will recognize Miami-Dade County in any and all notices, announcements, press releases and on-site during food distribution.

2.2 – Client Eligibility and Demographics

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

Residents of Miami-Dade County

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

0-100

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

Individuals, families and children in need.

ATTACHMENT A (2) - SCOPE OF WORK

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

Countywide: ☒	District 1: ☐	District 2: ☐	District 3: ☐
District 4: ☐	District 5: ☐	District 6: ☐	District 7: ☐
District 8: ☐	District 9: ☐	District 10: ☐	District 11: ☐
District 12: ☐	District 13: ☐		

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

1,000 households

2.3 – Program Detail

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

N/A

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

N/A

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

Limited, short-term program.

2.4 – Profile of Services

Activity #1	Bulk Food
Location(s)	ST. Monica Gardens 3425 N.W. 189 ST. MIAMI, FL. 33055 ARCH BISHOP MCCARTHY RESIDENCE 13201 N.W. 28TH AVE OPA LOCKA , FL 33054 el triufo cristo ministerio internacional 254 Curtiss Parkway Miami Springs Florida, 33166 10550 NW 77TH CT

ATTACHMENT A (2) - SCOPE OF WORK

	HIALEAH GARDENS, 33016	
	NEW PROVIDENCE CHURCH 760 NW 53RD ST. MIAMI FL	
	GLORY MINISTRIES LATTER 21910 SW 120TH AVE GOULDS, FL 33170	
	GLORY TEMPLE MINISTRIES	
	COOPER TEMPLE MINISTRIES 3800 NW 199 ST	
	ST. PAUL A.M.E. 1866 NW 51 ST MIAMI FL. 33055	
	GOSPEL TABERNACLE FAITH OF DELIVERANCE 331 NW 189 ST MIAMI FL. 33055	
	MEEK MANOR 330 NW 19ST MIAMI, FL 33136	
	LENORD BATZ CENTER 150 NE 69 TR	
	NORTRA DAME D' HAITI CATHOLIC CHURCH 110 NE 62ND ST MIAMI, FL 33138	
	SECOND BAPTIST CHURCH 11111 PINKSON HEIGHT DR. RICHMOND HEIGHTS	
Number of unduplicated clients	1,000 households	
Frequency	Weekly (Monday through Friday)	
Objective		

ATTACHMENT A (2) - SCOPE OF WORK

Output→	1,000 households will be provided with food baskets
Anticipated Outcome→	One hundred percent (100 %) will sign-in and out to receive food
Method of Measurement →	Vehicle count or household count

ATTACHMENT A (2) - SCOPE OF WORK

2.5 – Staffing Plan

Note: The Staffing Plan only needs to be updated and submitted if any changes have been made since the line-item budget was last approved. Include the following elements in the staffing plan:

- Position Vacancy
- Change of Personnel

Please include **ONLY** the position(s), Agency (ies) or Subcontractor(s) that funded by Miami-Dade County, which identified in your Line Item Budget.

Position(s)/ Agency(ies)/ Subcontractor(s)	If filled, provide person's name. If vacant, provide anticipated hire date. For Subcontractor(s), provide name of entity providing service	Key Responsibilities	Licenses/ Certifications (if applicable)	Employee (Full-Time, Part-Time), Subcontractor

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

Email marketing; flyers; sign-up sheets at Curley's House and partnering agencies.

Curley's House will recognize Miami-Dade County in any and all notices, announcements, press releases and on-site during food distribution.

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

Staff will be trained on the appropriate methods of community engagement. All data collected will be entered into a shared drive to capture deliverables associated with the program. Evaluations of the program will be conducted monthly.

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

CBO

L. Alvarez
Print Name / Signature

6/29/2020
Date

**Miami-Dade
County**

Print Name / Signature

Date

ATTACHMENT B (3) - BUDGET

☐ ORIGINAL BUDGET
☒ BUDGET MODIFICATION #1
☐ BUDGET MODIFICATION #2

Budget Period

10/1/2018 to 9/30/2019

Organization Name

Curley's House of Style, Inc.

Agency Approval:

Signature / Date:

Print Name: Lavern Spicer

County Approval:

Fiscal (cost basis only) - Accountant _____ Supervisor _____

Object Class Categories	Total Cost to Agency by Revenue Source													Justification			
	County																
	Program A Food Program		Program B Bulk Food		Program C Non Perishables		Program D Name		Program E Name		Other Funding Source(s)		Total Cost to Agency For the Budget Period		% Charged to County	% Charged to Other Funding Sources	Total % All Funding
Amount	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%						
DIRECT COSTS:																	
Operations Manager/ Arthur Spicer	36,830	87.7%		0.0%		0.0%		0.0%		0.0%	5,170	12.3%	42,000	87.7%	12.3%	100%	\$3,500 per month (Contractor)
Project Director Laverne Holiday	15,500	50.0%		0.0%		0.0%		0.0%		0.0%	15,500	50.0%	31,000	50.0%	50.0%	100%	\$2,583.33 per month (Contractor)
Coordinator/ Ginou Baptiste	26,760	89.2%		0.0%		0.0%		0.0%		0.0%	3,240	10.8%	30,000	89.2%	10.8%	100%	\$2,500 per month (Contractor)
Bulk Food	73,986	94.9%		0.0%		0.0%		0.0%		0.0%	4,000	5.1%	77,986	94.9%	5.1%	100%	Approximately 46,688 lbs. of food at an average cost of \$1.67 per pound
Non-Capital Equipment	1,000	100.0%		0.0%		0.0%		0.0%		0.0%		0.0%	1,000	100.0%	0.0%	100%	Computer for clients to access benefit programs
Rent	7,869	27.4%		0.0%		0.0%		0.0%		0.0%	20,880	72.6%	28,749	27.4%	72.6%	100%	Current monthly rent is \$1,740 for approximately 2,229 square feet of office and warehouse space.
Electricity	2,262	27.4%		0.0%		0.0%		0.0%		0.0%	6,000	72.6%	8,262	27.4%	72.6%	100%	Approximately \$ 500 per month for electricity
Client Transportation	3,920	100.0%		0.0%		0.0%		0.0%		0.0%		0.0%	3,920	100.0%	0.0%	100%	35 monthly bus passes x \$112
Supermarket Gift cards	3,000	100.0%		0.0%		0.0%		0.0%		0.0%		0.0%	3,000	100.0%	0.0%	100%	60 supermarket gift cards @ \$50 each
Telephone & Internet	923	27.4%		0.0%		0.0%		0.0%		0.0%	2,448	72.6%	3,371	27.4%	72.6%	100%	Approximately \$ 204 per month for telephone and internet
Program Supplies	4,000	53.9%		0.0%		0.0%		0.0%		0.0%	3,427	46.1%	7,427	53.9%	46.1%	100%	Approximately \$ 619 per month for Program Supplies
Bulk Produce		0.0%	212,500	100.0%		0.0%		0.0%		0.0%		0.0%	212,500	100.0%	0.0%	100%	To be used for the purchase of produce for distribution to needy clients
Non Perishable Food		0.0%		0.0%	197,285	100.0%		0.0%		0.0%		0.0%	197,285	100.0%	0.0%	100%	To be used for the purchase of non perishable food and other items described in the Scope of Work for distribution to needy clients
		0.0%		0.0%		0.0%		0.0%		0.0%		0.0%	-	0.0%	0.0%	0%	
SUBTOTAL	176,050		212,500		197,285		-		-		60,665		646,500				

INDIRECT COSTS:																
Fiscal Administrator/ Keisha Gabbidon	14,200	94.7%		0.0%		0.0%		0.0%		800	5.3%	15,000	94.7%	5.3%	100%	\$1,250 per month (Contractor)
Insurance & Permits	3,000	50.0%		0.0%		0.0%		0.0%		3,000	50.0%	6,000	50.0%	50.0%	100%	This reflects an annual premium amount
Case Management Software (CRM)	6,750	100.0%		0.0%		0.0%		0.0%			0.0%	6,750	100.0%	0.0%	100%	Software system of client management; approximately \$562.50 per month
Administration		0.0%	37,500	51.9%	34,815	48.1%		0.0%			0.0%	72,315	100.0%	0.0%	100%	Administrative cost to manage the distribution of produce and non-perishable food items.
		0.0%		0.0%		0.0%		0.0%			0.0%	-	0.0%	0.0%	0%	
SUBTOTAL	23,950		37,500		34,815				-	3,800		100,065				
TOTAL AWARD:	200,000		250,000		232,100					64,465		746,565				
IDC %	12%		15%		15%		#DIV/0!		#DIV/0!	6%		13%				

20-FARM

**AMENDMENT #1
TO FY 2019-2020 CONTRACT BETWEEN
MIAMI-DADE COUNTY
AND
FARM SHARE, INC.**

Miami-Dade County by and through its Office of Management and Budget – Grants Coordination located at 111 N.W. 1st Street, 22nd Floor, Miami, FL 33128 (hereinafter called "the County") and **FARM SHARE, INC.**, located at 14125 SW 320th Street, Homestead, FL 33033 (hereinafter called "the Provider") hereby agree on this 15 day of APRIL, 2020 to amend the Grant Agreement dated February 04, 2020, between the County and the Provider (hereinafter called "the Agreement") and therefore makes the following recitals.

WHEREAS, the County and the Provider entered into the Agreement for the provision of Human and Social Services;

WHEREAS pursuant to the Agreement, the Provider provides the following program:

COVID-19 Bulk Produce Distribution

WHEREAS, the current Coronavirus disease 2019 (COVID-19) pandemic has resulted in business closures and employment layoffs, which place a further strain on already limited financial and nutritional resources for impoverished households in Miami-Dade County and a noncompetitive procurement is necessary and appropriate in light of the existing public health emergency of unknown duration, the severely limited time remaining in the growing season before produce spoils in the field, and that existing contractors have been found to be free of conflict and have successfully met due diligence requirements;

WHEREAS, the Agreement allows for amendment by written consent of the County and the Provider;

WHEREAS, the parties wish to include an additional program, Program B, in the Agreement for Bulk Produce Distribution Services and to attach and incorporate herein Attachment A(1) Scope of Work, and Attachment B(2) Line Item Budget, all of which said new attachments shall pertain to Program B and to the period from October 1, 2019 through September 30, 2020, in order to reflect the additional services and funds provided pursuant to this Amendment,

WHEREAS, the County intends to actively seek federal reimbursement of these unbudgeted emergency expenses as appropriate; and

NOW, THEREFORE, in consideration of the mutual covenants recorded herein and made part of this Amendment, the County and the Provider agree to amend the Agreement as follows:

- I. The "whereas" clauses above are fully incorporated and adopted herein as if fully set forth herein.
- II. **Article 2. Amount Payable** shall be amended to include Program B: Bulk Produce Distribution Program and to increase the amount payable for the services rendered under this Agreement as follows:

Program B: COVID-19 Bulk Produce Distribution \$500,000

The rest of Article 2 shall remain unchanged.

III. Throughout the Agreement, all references to:

- (1) "Attachment A" and "Scope of Work" shall refer both to Attachment A and Attachment A(1), which is attached hereto and incorporated herein and shall pertain to the period of time from October 1, 2019 to September 30, 2020; and
- (2) "Attachment B" and "Budget" shall refer both to Attachment B and Attachment B(2), which is attached hereto and incorporated herein and shall pertain to the period of time from October 1, 2019 to September 30, 2020.

IV. **Article 25, Miscellaneous, Subsection J. Totality of Agreement/Severability of Provisions.** is hereby amended as follows:

- (1) "Attachment A(1): Scope of Work" is hereby listed beneath "Attachment A: Scope of Work"; and
- (2) "Attachment B(2): Line Item Budget" is hereby listed beneath "Attachment B: Line Item Budget."
- (3) Attachment M: Federal Terms and Certifications is hereby attached and incorporated herein.

V. Other than as expressly amended herein, all other terms and conditions of the Agreement shall remain in full force and effect. If any conflict in language exists between the Agreement and this Amendment #1, the language in this Amendment #1 shall prevail.

VI. This Amendment #1 is hereby made a part of the Agreement and is binding upon the County and the Provider. This Amendment #1 shall be effective once it has been signed by both parties, and shall expire on September 30, 2020.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment #1 to the Agreement to be executed by their officials thereunto duly authorized.

FARM SHARE, INC.

By: Charey Block
Name: Charey Block
Title: CFO
Date: 4/15/20

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on this 15th day of April, 2020, by Charey Block (name), CFO (title) for (name of agency) Farm Share. Said person is ☒ personally known or ☐ produced the following identification

Attest:

[Signature]
Notary Public - State of
Florida, Miami-Dade
County

Print
Name: ALFIO FERRE

Notary Seal/Stamp:

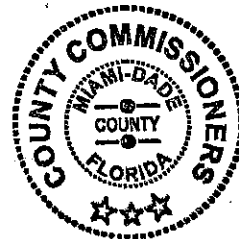


MIAMI-DADE COUNTY

By: [Signature]
Name: Jennifer Moon MAURICE L.
Title: Mayor's Designee DEPUTY M
Date: MIAMI-DADE

Attest: HARVEY RUVIN, Clerk
Board of County Commissioners

By: [Signature]
Print Name: Gene Spencer



ATTACHMENT A(1) - SCOPE OF WORK**MIAMI-DADE COUNTY OFFICE OF MANAGEMENT AND BUDGET
GRANTS COORDINATION****SECTION 1: GENERAL INFORMATION**

Name of Organization:	Farm Share, Inc.		
Program Name:	COVID-19 Bulk Produce Distribution		
Program Funding Amount:	\$500,000	Contract Period:	Oct. 1, 2019 – Sept. 30, 2020

SECTION 2: PROGRAM PLAN**2.1 - Program Narrative/Summary**

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

Farm Share's mission is to alleviate hunger and fight poverty by recovering and distributing healthy and nutritious fruits, vegetables, proteins and other non-perishable food to families, children, seniors and individuals in need. Farm Share, through its partnership with farmers across the state of Florida and the United States, acquires under-utilized fruits, vegetables and other foods and provides them to persons in need free of charge. Farm Share also acquires non-perishable food, proteins and other foods from retailers, wholesalers, brokers, other not for profits and USDA to supplement the healthy and nutritious produce acquired from its partnering farmers.

Farm Share will distribute food throughout Miami-Dade County through partnerships with smaller soup kitchens, food pantries, churches and other agencies as well as directly through Neighborhood Community Food Distributions including Joshua's Heart, Richmond Heights Community Association and Victory for Youth (Share Your Heart). Farm Share will assist between 80,000 and 120,000 households at 15 pounds per household through this program.

2.2 – Client Eligibility and Demographics

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

Families, children, seniors and individuals who are low income or otherwise in need of food.

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

1 month to 100 years old.

ATTACHMENT A(1) - SCOPE OF WORK

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

Individuals, families and children in need

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

Countywide: ☒	District 1: ☐	District 2: ☐	District 3: ☐
District 4: ☐	District 5: ☐	District 6: ☐	District 7: ☐
District 8: ☐	District 9: ☐	District 10: ☐	District 11: ☐
District 12: ☐	District 13: ☐		

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

Farm Share will assist between 80,000 and 120,000 households at 15 pounds per household through this program.

2.3 – Program Detail

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

N/A

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

N/A

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

Limited, short-term program.

ATTACHMENT A(1) - SCOPE OF WORK

2.4 – Profile of Services

Activity #1	Bulk Produce Distribution
Location(s)	Countywide
Number of unduplicated clients	Between 80,000- 120,000 households
Frequency	5 days per week, Monday thru Friday form 8 am to approximately 5 pm.
Objective	
Output→	80,000 and 120,000 households at 15 pounds per household.
Anticipated Outcome→	100% of eligible clients will receive food assistance.
Method of Measurement →	Vehicle count or household count

ATTACHMENT A

2.5 – Staffing Plan

Note: The Staffing Plan only needs to be updated and submitted if any changes have been made since the line-item budget was last approved. Include the following elements in the staffing plan:

- Position Vacancy
- Change of Personnel

Please include ONLY the position(s), Agency (ies) or Subcontractor(s) that funded by Miami-Dade County, which identified in your Line Item Budget.

Position(s)/ Agency(ies)/ Subcontractor(s)	If filled, provide person's name. If vacant, provide anticipated hire date. For Subcontractor(s), provide name of entity providing service	Key Responsibilities	Licenses/ Certifications (if applicable)	Employee (Full- Time, Part-Time), Subcontractor

ATTACHMENT A

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

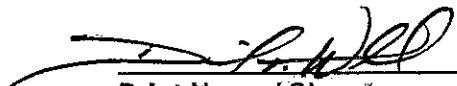
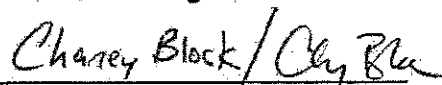
Flyers, website, social media, e-mail, utilization of existing communications networks and notification of events to the local and regional media outlets are ways in which Farm Share publicizes its food distribution events and agency partners.

Farm Share and its partnering agencies receiving produce from this program will recognize Miami-Dade County in any and all notices, announcements, press releases and on-site during food distribution.

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

Farm Share maintains an electronic inventory database that tracks food coming in and going out as well as the counties and districts in which the food is distributed. Farm Share inspects its partner agencies annually to ensure compliance with all applicable rules and regulations as well as requiring all agencies to attend an annual training class. All individual participants who receive food from Farm Share or any of Farm Share's partner agencies are required to sign for all food received to ensure the food is not being misused or wasted.

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

CBO		
	Print Name / Signature	Date
		4/20/20
Miami-Dade County		
	Print Name / Signature	Date
		4/15/20

ATTACHMENT B - BUDGET

ORIGINAL BUDGET
BUDGET MODIFICATION #1
BUDGET MODIFICATION #2

Budget Period
10/1/2019 to 9/30/2020

Organization Name
FARM SHARE, INC.

Agency Approval

County Approval

Signature / Date:

Print Name: CHANEY BLOOM, CFO

4/15/20
4/20/20

Object Class Categories	Total Cost to Agency by Revenue Source													Total Cost to Agency for the Budget Period	% Charged to County Funding	% Charged to Other Funding Sources	Total % All Funding	Justification
	County					Other Funding Sources												
	Countywide Food Distribution		COVID-19 Bulk Produce Distribution		PROJECT PEACE	Other Funding Sources				Other Funding Sources								
	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%						
DIRECT COSTS:																		
Food Distribution Coordinator, Luis Erickson	35,000	100%		0%	0%		0%		0%		35,000	100%	0%	100%	40 hours per week x \$16.87 / Hr. x 52 weeks per year. Payroll is processed bi-weekly.			
Fringe Benefits	11,425	100%		0%	0%		0%		0%		11,425	100%	0%	100%	FICAM/ICA Health (\$705.55/month), Dental/Vision/Life (\$19.03/month)			
Transportation Specialist, Nelson Reyes	28,060	100%		0%	0%		0%		0%		28,060	100%	0%	100%	40 hours per week x \$13.50 / Hr. x 52 weeks per year. Payroll is processed bi-weekly.			
Fringe Benefits	10,886	100%		0%	0%		0%		0%		10,886	100%	0%	100%	FICAM/ICA Health (\$705.55/month), Dental/Vision/Life (\$19.03/month)			
Transportation Specialist, Leopoldo Godinez	31,200	100%		0%	0%		0%		0%		31,200	100%	0%	100%	40 hours per week x \$15.00 / Hr. x 52 weeks per year. Payroll is processed bi-weekly.			
Fringe Benefits	11,135	100%		0%	0%		0%		0%		11,135	100%	0%	100%	FICAM/ICA Health (\$705.55/month), Dental/Vision/Life (\$19.03/month)			
Transportation Specialist, Jorge Orma	29,120	100%		0%	0%		0%		0%		29,120	100%	0%	100%	40 hours per week x \$14.00 / Hr. x 52 weeks per year. Payroll is processed bi-weekly.			
Fringe Benefits	10,976	100%		0%	0%		0%		0%		10,976	100%	0%	100%	FICAM/ICA Health (\$705.55/month), Dental/Vision/Life (\$19.03/month)			
Warehouse Assistant, Charles Valdez	20,800	100%		0%	0%		0%		0%		20,800	100%	0%	100%	40 hours per week x \$10 / Hr. x 52 weeks per year. Payroll is processed bi-weekly.			
Fringe Benefits	10,339	100%		0%	0%		0%		0%		10,339	100%	0%	100%	FICAM/ICA Health (\$705.55/month), Dental/Vision/Life (\$19.03/month)			
Assistant Warehouse Manager, Nick Sanchez	35,880	100%		0%	0%		0%		0%		35,880	100%	0%	100%	40 hours per week x \$17.25 / Hr. x 52 weeks per year. Payroll is processed bi-weekly.			
Fringe Benefits	11,493	100%		0%	0%		0%		0%		11,493	100%	0%	100%	FICAM/ICA Health (\$705.55/month), Dental/Vision/Life (\$19.03/month)			
Workers Compensation	13,000	20%		0%	0%		0%		0%		52,000	80%	20%	100%	This fee/benefit covers a portion of the agency's expenses for worker's compensation insurance as required by state law and Miami-Dade County.			
Trucking & Hauling	60,000	20%		0%	3%		0%		0%		230,000	77%	23%	100%	Transportation & distribution expenditures, including but not limited to contracted drivers, transportation brokers, tolls and other funding costs.			
Warehouse Supplies	10,000	20%		0%	10,000		20%		0%		30,000	60%	40%	100%	Consumable warehouse & equipment supplies for storing and packaging food and tools for the facility used to warehouse and distribute the food.			
Fuel/Oil	77,000	20%		0%	8,000		2%		0%		300,000	78%	22%	100%	Fuelcell expenses for operating Farm Share vehicles.			
Propane	3,000	20%		0%	0%		0%		0%		12,000	80%	20%	100%	Propane expense for operating trailers which are needed to load/unload food.			
Utilities	23,000	20%		0%	8,000		7%		0%		82,000	75%	25%	100%	Electric expenses for the facilities used to warehouse and distribute food. Water charges required to maintain environment in which to house and distribute food. Security for safety and monitoring.			
Telephone & Internet	9,000	20%		0%			0%		0%		38,000	80%	20%	100%	Telephone & Internet expenses required for scheduling pick-up and delivery of food, as well as maintaining contact with Miami-Dade County recipients, agencies and donors.			
Bulk Produce	441,344	0%	425,000	100%			0%		0%		742,000	0%	100%	100%	To be used for the purchase of produce for distribution to needy clients.			
SUBTOTAL			425,000		36,000						425,000							
INDIRECT COSTS:																		
Vehicle Repair & Maintenance	18,555	10%		0%			0%		0%		187,913	90%	10%	100%	Maintain/repair/maintain Farm Share vehicles which are required for the pick-up and delivery of Farm Share food in accordance with our program goals.			
Administration		0%	75,000	100%			0%		0%		75,000	0%	100%	100%	Administrative cost to manage the distribution of produce.			
		0%		0%			0%		0%		167,913	0%	32%	32%				
SUBTOTAL	18,555		75,000								167,913							
TOTAL AWARD:	480,000		500,000	15%	36,000	0%	0%	0%	0%	19%	909,913		14%					
100%																		

Federal Terms and Certifications

By signing this document, the vendor Farm Share, Inc. ("Vendor"), hereby acknowledges and accepts the contract provisions and requirement listed below for compliance with the Federal Emergency Management Agency's (FEMA) reimbursement requirements, as set forth in 2 CFR 200.326 and 2 CFR Part 200 Appendix II. for Contract / Purchase Order 20 - FARM ("Contract").

This document also deletes and modifies the standard Miami-Dade County terms and conditions and, to the extent that a standard County contract was entered into prior to the date of execution hereof, Vendor and the County understand and agree that this form shall amend the standard County contract and shall be deemed to be effective as of the later of the date of execution of the Contract or January 27, 2020. If there are any conflicts or inconsistencies with the standard County terms and this document, the County and Vendor agree that all terms and provisions of this document shall govern and control. All references to Vendor in this document shall mean the same as "Contractor" or "Servicer" or any other term used to refer to the party contracting with the County in the standard County contract.

I. Additions:

The following provisions shall be added to the Contract and, where there is a direct conflict or inconsistency with existing terms in the Contract, the following provisions shall supersede existing provisions in the Contract:

A. BREACHES AND DISPUTE RESOLUTION. For all purchases in excess of the simplified acquisition threshold, currently \$150,000, the following provisions shall apply:

- (1) Disputes and Remedies - Disputes arising in the performance of this Contract which are not resolved by the Contractor and the County's project manager or contractor manager, shall be referred, in writing, to the authorized representative of the County Mayor for a decision. If there is a disagreement among the parties regarding the decision of the County Mayor's representative, then either party may submit any claim, counterclaim, dispute and other matters in question between the County and the Contractor arising out of or relating to this Contract or its breach to a court of competent jurisdiction within Miami-Dade County.
- (2) Performance During Dispute - Unless otherwise directed by the County, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- (3) Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages

therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

B. TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this Contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the Contractor shall not incur any additional costs under this Contract. The County shall be liable only for reasonable costs incurred by the Contractor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

C. DEFAULT; REMEDIES; TERMINATION FOR CAUSE

The County reserves the right to terminate this contract, in part or in whole, or place the Contractor on probation, or to avail itself of all other remedies available at law and equity, inclusive injunctive relief and specific performance, in the event the Contractor fails to perform in accordance with the terms and conditions stated herein. Following breach of the Contract by the Contractor, the County shall provide written notice specifying the breach to the Contractor and advising the Contractor that the breach must be cured immediately or this Agreement may be terminated by the County. The County further reserves the right to suspend or debar the Contractor in accordance with the appropriate County ordinances, resolutions and/or administrative/implementing orders. The vendor will be notified by letter of the County's intent to terminate if, following the initial notice of breach, the Contractor fails to timely or adequately and to the satisfaction of the County cure said breach. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the terminated Contractor.

D. EQUAL EMPLOYMENT OPPORTUNITY

- (1) In connection with the performance of this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, ancestry, marital status, pregnancy, sexual orientation, veteran's status, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, age, disability, ancestry, marital status, pregnancy, sexual orientation, veteran's status, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeships. Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. The Contractor agrees to post in conspicuous places, available to

employees and applicants for employment, notices to be provided by MDC setting forth the provisions of this Equal Opportunity clause.

- (2) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the Equal Opportunity clauses of this Contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive

Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (8) The Contractor will include the provisions of this Equal Opportunity clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each of Contractor's vendors and subcontractors. The Contractor will take such action with respect to any subcontract or purchase order as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance.

E. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148) and **COPELAND "ANTI-KICKBACK" ACT** (18 USC § 40 U.S.C. 3145). The Davis-Bacon Act and the Copeland Anti-Kickback Act only apply to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. They do not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program. Accordingly, if applicable to this Contract:

- (1) All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").
- a) In accordance with the statute, and if applicable, the Contractor must pay all laborers and mechanics employed or working upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor pursuant to 29 CFR part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) at rates not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The County will attach a copy of the current prevailing wage determination issued by the Department of Labor to this form.
- b) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of 29 CFR §5.5; also, regular contributions made or costs

incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4).

- c) Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of 29 CFR § 5.5) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (2) The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.

Contractors and Subcontractors are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Contractor or subcontractor shall insert in any subcontracts the clause in these subparagraphs (G)(1) and (2), and also a clause requiring the subcontractors to include this clause in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with this clause. A breach of this clause may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

F. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT OF 1962, 40 U.S.C. §§ 3702 AND 3704.

If applicable, the Contractor and all of its subcontractors shall comply with the Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. §§ 3702 and 3704, requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a workweek. In the event of any violation of the preceding clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the County for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth herein, in the sum of \$10 for

each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided herein. The Contractor or subcontractor shall insert in any subcontracts this clause set forth in subsection (F) herein also a clause requiring the subcontractors to include this clause in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in herein.

G. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AWARD.

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the County wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the County must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

H. THE CLEAN AIR ACT OF 1955, as amended, 42 U.S.C. §§7401-7671q and the FEDERAL WATER POLLUTION CONTROL ACT, as amended, 33 U.S.C. §§ 1251-1387.

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §1251 et. seq.
- (2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

I. ENERGY CONSERVATION.

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance

with the Energy Policy and Conservation Act (42 U.S.C. Section 6321 et seq.) and (42 U.S.C. 6201).

J. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION.

- (1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and shall include a provision requiring such compliance in its lower tier covered transactions.
- (2) By signing and submitting this form, the Contractor shall also execute and provide the County with, and require all lower tiered contractors to also execute, the certification set out in "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower tier Covered Transaction" attached hereto. The Contractor shall require all lower tier participants to agree that they:
 - a. shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the County;
 - and ii. they will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion", and the certification form, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. The Contractor may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The Contractor may decide the method and frequency by which it determines the eligibility of its principals. The Contractor may, but is not required to check the Non-procurement List issued by U.S. General Service Administration. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of

the Contractor and any other participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

If the Contractor or any other lower tier participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the County may pursue available remedies including suspension and/or debarment.

K. BYRD ANTI-LOBBYING CERTIFICATION AND DISCLOSURE STATEMENTS.

Contractors who apply or bid for or have received an award of \$100,000 or more shall file the required and attached certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

L. RECYCLED PRODUCTS/RECOVERED MATERIALS

The Contractor agrees to comply with all the requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. § 6962), including but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. All goods and/or services to be purchased as a result of any award under this Contract shall be in accordance with all applicable governmental standards, including, but not limited to those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). It shall be the responsibility of the Contractor and vendors to be regularly informed to conform to any changes in standards issued by any regulatory agencies that govern the commodities or services applicable to this solicitation, during the term of any contract resulting from this solicitation. In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired:

- (1) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (2) Meeting Contract performance requirements; or
- (3) At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/regulatory-background-comprehensive-procurement-guideline-program-cpg>.

M. CONTRACTING WITH SMALL AND MINORITY BUSINESS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS, C.F.R. § 200.321(G).

Pursuant to C.F.R. 200.321 (g), the County will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.

N. ACCESS TO RECORDS. In addition to the provisions contained in the Contract, the following access to records requirements apply to this Contract:

- (1) The Contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OF RELATED ACTS. The Contractor hereby acknowledges that 31 U.S.C. Chap. 38

(Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to the Contract.

P. DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Q. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

R. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

S. CHANGES

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract.

II. Deletions from the standard County contract:

A. Prompt Payment Terms

Payment terms under Sections 2-8.1.1.1.1 or 2-8.1.1.1.2 of the Code of Miami-Dade County, Florida ("County Code") that are for a Small Business Enterprise ("SBE") contract set-aside, bid preference or contain a subcontractor goal, shall NOT apply to this Contract or group, as applicable.

B. Local Preference

Section 2-8.5 of the County Code, which provides that preference shall be given to local businesses, shall NOT apply to this Contract or group, as applicable.

C. County User Access Program ("UAP")

The UAP fee in the amount of two percent (2%) shall NOT apply to this Contract or group, as applicable and the County shall not withhold any portion of payment due to Vendor for payment of the UAP fee.

D. SBE Measures

SBE Measures under Sections 2-8.1.1.1.1, 2-10.4.01, and 10-33.02 of the County Code and any other bid preferences or set-asides under an SBE program shall NOT apply to this Contract or group, as applicable.

E. Local Certified Veteran Business Enterprise Preference

Section 2-8.5.1 of the County Code which provides that certified veteran businesses enterprises shall be given a preference shall NOT apply to this Contract or group, as applicable.

F. First Source Hiring Referral Program ("FSHRP")

Section 2-2113 of the County Code which provides that County contractors to use a local workforce referral agency for job postings and to use good faith efforts to fill fifty percent (50%) of job vacancies through such local workforce referral agency, shall NOT apply to this group.

III. Modifications from the standard County contract:

A. Inspector General

The cost of random audits of one quarter (1/4) of one (1) percent will be NOT be incorporated into the contract price of this Contract or group, as applicable nor shall such audit cost be deducted from payment to the Vendor. All other provisions in the Contract pertaining to the Inspector General remain the same.

Firm/Company Name: Farm Share, Inc.
Authorized Representative: Charney Block
Printed Name
Authorized Representative: [Signature]
Signature
Title: BFO
Date: 4/15/2020
Attest: [Signature]
Corporate Secretary/Notary

Attachment: Affidavits



Byrd Anti-Lobbying Amendment Certification Form

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Chane Block

Name and Title of Contractor's Authorized Official

Chane Block, CFO

Date

4/15/20

Suspension and Debarment Certification Form

- (1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions."

Signature of Contractor's Authorized Official

Chane Block

Name and Title of Contractor's Authorized Official

Chane Block, CFO

Date

4/15/20

20-FARM

**AMENDMENT #2
TO FY 2019-2020 CONTRACT BETWEEN
MIAMI-DADE COUNTY
AND
FARM SHARE, INC.**

Miami-Dade County by and through its Office of Management and Budget – Grants Coordination located at 111 N.W. 1st Street, 22nd Floor, Miami, FL 33128 (hereinafter called "the County") and **FARM SHARE, INC.**, located at 14125 SW 320th Street, Homestead, FL 33033 (hereinafter called "the Provider") hereby agree on this 18th day of June, 2020 to amend the Grant Agreement dated February 04, 2020, between the County and the Provider (hereinafter called "the Agreement") and therefore makes the following recitals.

WHEREAS, the County and the Provider entered into the Agreement for the provision of Human and Social Services;

WHEREAS pursuant to the Agreement, the Provider provides the following program:

COVID-19 Bulk Food Purchase

WHEREAS, the current Coronavirus disease 2019 (COVID-19) pandemic has resulted in business closures and employment layoffs, which place a further strain on already limited financial and nutritional resources for impoverished households in Miami-Dade County and a noncompetitive procurement is necessary and appropriate in light of the existing public health emergency of unknown duration, and that existing contractors have been found to be free of conflict and have successfully met due diligence requirements;

WHEREAS, the Agreement allows for amendment by written consent of the County and the Provider;

WHEREAS, the parties wish to include an additional program, Program C, in the Agreement for Bulk Food Purchase and to attach and incorporate herein Attachment A(2) Scope of Work, and Attachment B(3) Line Item Budget, all of which said new attachments shall pertain to Program C and to the period from October 1, 2019 through September 30, 2020, in order to reflect the additional services and funds provided pursuant to this Amendment,

WHEREAS, the County intends to actively seek federal reimbursement of these unbudgeted emergency expenses as appropriate; and

NOW, THEREFORE, in consideration of the mutual covenants recorded herein and made part of this Amendment, the County and the Provider agree to amend the Agreement as follows:

- I. The "whereas" clauses above are fully incorporated and adopted herein as if fully set forth herein.
- II. **Article 2. Amount Payable** shall be amended to include Program C: Bulk Food Purchase and to increase the amount payable for the services rendered under this Agreement as follows:

Program C: COVID-19 Bulk Food Purchase \$500,000

The rest of Article 2 shall remain unchanged.

III. Throughout the Agreement, all references to:

- (1) "Attachment A" and "Scope of Work" shall refer to Attachment A, Attachment A(1), and Attachment A(2), which is attached hereto and incorporated herein and shall pertain to the period of time from October 1, 2019 to September 30, 2020; and
- (2) "Attachment B" and "Budget" shall refer to Attachment B, Attachment B(2), and Attachment B(3) which is attached hereto and incorporated herein and shall pertain to the period of time from October 1, 2019 to September 30, 2020.

IV. **Article 25, Miscellaneous, Subsection J. Totality of Agreement/Severability of Provisions.** is hereby amended as follows:

- (1) "Attachment A(2): Scope of Work" is hereby listed beneath "Attachment A(1): Scope of Work"; and
- (2) "Attachment B(3): Line Item Budget" is hereby listed beneath "Attachment B(2): Line Item Budget."

- V. Other than as expressly amended herein, all other terms and conditions of the Agreement shall remain in full force and effect. If any conflict in language exists between the Agreement and this Amendment #2, the language in this Amendment #2 shall prevail.
- VI. This Amendment #2 is hereby made a part of the Agreement and is binding upon the County and the Provider. This Amendment #2 shall be effective once it has been signed by both parties, and shall expire on September 30, 2020.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment #2 to the Agreement to be executed by their officials thereunto duly authorized,

FARM SHARE, INC.

By: *Chaney Block*
Name: Chaney Block
Title: CFO
Date: 6/12/20

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on this 12th day of JUNE, 2020, by (name) Chaney Block as (title) CFO for FARM SHARE (name of agency). Said person is ☒ personally known or ☐ produced the following identification _____.

Attest:

[Signature]
Notary Public - State of
Florida, Miami-Dade
County

Print
Name:

ALFIO O. FERREA

Notary Seal/Stamp:



MIAMI-DADE COUNTY

By: *Jennifer Moon*
Name: Jennifer Moon
Title: Mayor's Designee
Date: _____

Attest: HARVEY RUVIN, Clerk
Board of County Commissioners

By: *[Signature]*
Print Name: Gene Spencer



ATTACHMENT A (2) - SCOPE OF WORK

MIAMI-DADE COUNTY OFFICE OF MANAGEMENT AND BUDGET
GRANTS COORDINATION**SECTION 1: GENERAL INFORMATION**

Name of Organization:	Farm Share, Inc.		
Program Name:	COVID-19 Bulk Produce Distribution		
Program Funding Amount:	\$500,000	Contract Period:	Oct. 1, 2019 – Sept. 30, 2020

SECTION 2: PROGRAM PLAN**2.1 - Program Narrative/Summary**

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

Farm Share's mission is to alleviate hunger and fight poverty by recovering and distributing healthy and nutritious fruits, vegetables, proteins and other non-perishable food to families, children, seniors and individuals in need. Farm Share, through its partnership with farmers across the state of Florida and the United States, acquires under-utilized fruits, vegetables and other foods and provides them to persons in need free of charge. Farm Share also acquires non-perishable food, proteins and other foods from retailers, wholesalers, brokers, other not for profits and USDA to supplement the healthy and nutritious produce acquired from its partnering farmers.

Farm Share will distribute food and may provide personal toiletries and paper products throughout Miami-Dade County through partnerships with smaller soup kitchens, food pantries, churches and other agencies as well as directly through Neighborhood Community Food Distributions including Joshua's Heart, Richmond Heights Community Association and Victory for Youth (Share Your Heart). Farm Share will assist between 40,000 and 55,000 households through this program.

2.2 – Client Eligibility and Demographics

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

Families, children, seniors and individuals who are low income or otherwise in need of food.

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

1 month to 100 years old.

ATTACHMENT A (2) - SCOPE OF WORK

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

Individuals, families and children in need.

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

Countywide: ☒	District 1: ☐	District 2: ☐	District 3: ☐
District 4: ☐	District 5: ☐	District 6: ☐	District 7: ☐
District 8: ☐	District 9: ☐	District 10: ☐	District 11: ☐
District 12: ☐	District 13: ☐		

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

Farm Share will assist between 40,000- 55,000 households through this program.

2.3 – Program Detail

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

N/A

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

N/A

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

Limited, short-term program.

ATTACHMENT A (2) - SCOPE OF WORK

2.4 – Profile of Services

Activity #1	Bulk Food Distribution
Location(s)	Countywide
Number of unduplicated clients	Between 40,000- 55,000 households
Frequency	5 days per week, Monday thru Friday form 8 am to approximately 5 pm.
Objective	
Output→	40,000- 55,000 households
Anticipated Outcome→	100% of eligible clients will receive food assistance.
Method of Measurement →	Vehicle count or household count

ATTACHMENT A

2.5 – Staffing Plan

Note: The Staffing Plan only needs to be updated and submitted if any changes have been made since the line-item budget was last approved.

Include the following elements in the staffing plan:

- Position Vacancy
- Change of Personnel

Please include **ONLY** the position(s), Agency (ies) or Subcontractor(s) that funded by Miami-Dade County, which identified in your Line Item Budget.

Position(s)/ Agency(ies)/ Subcontractor(s)	If filled, provide person's name. If vacant, provide anticipated hire date. For Subcontractor(s), provide name of entity providing service	Key Responsibilities	Licenses/ Certifications (if applicable)	Employee (Full- Time, Part-Time), Subcontractor

ATTACHMENT A

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

Flyers, website, social media, e-mail, utilization of existing communications networks and notification of events to the local and regional media outlets are ways in which Farm Share publicizes its food distribution events and agency partners.

Farm Share and its partnering agencies receiving produce from this program will recognize Miami-Dade County in any and all notices, announcements, press releases and on-site during food distribution.

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

Farm Share maintains an electronic inventory database that tracks food coming in and going out as well as the counties and districts in which the food is distributed. Farm Share inspects its partner agencies annually to ensure compliance with all applicable rules and regulations as well as requiring all agencies to attend an annual training class. All individual participants who receive food from Farm Share or any of Farm Share's partner agencies are required to sign for all food received to ensure the food is not being misused or wasted.

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

CBO

Charney Block / Charney Block
Print Name / Signature

Date

6/12/20

Miami-Dade
County

[Signature]
Print Name / Signature

Date

6/16/20

Signature / Date: *Chanev Block*
 Print Name: CHANEV BLOCK, GPO
 Agency Approval: *Chanev Block*
 County Approval:

Budget Period
 10/1/2019 to 9/30/2020

Organization Name
 FARM SHARE, INC.

Object Class Categories	Total Cost to Agency by Revenue Source													Total % All Funding Sources	Justification	
	County															
	Program A		Program B		Program C		PROJECT PEACE		Other Funding Sources(s)			Total Cost to Agency For the Budget Period	% Charged to County			% Charged to Other Funding Sources
	Countywide Food Distribution Amount	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount					
DIRECT COSTS:																
Food Distribution Coordinator Luis Dickson	35,000	100%		0%		0%		0%		0%		0%	35,000	100%	0%	40 hours per week x \$16.25 Hr. x 52 weeks per year. Payroll is processed bi-weekly.
Fringe Benefits	11,425	100%		0%		0%		0%		0%		0%	11,425	100%	0%	FICA/MICA, Health (\$709.99/month), Dental/Vision/Life (\$19.03/month)
Transportation Specialist Nelson Reyes	28,990	100%		0%		0%		0%		0%		0%	28,990	100%	0%	40 hours per week x \$13.50 / Hr. x 52 weeks per year. Payroll is processed bi-weekly.
Fringe Benefits	10,899	100%		0%		0%		0%		0%		0%	10,899	100%	0%	FICA/MICA, Health (\$709.99/month), Dental/Vision/Life (\$19.03/month)
Transportation Specialist Leopolfo Godinez	37,200	100%		0%		0%		0%		0%		0%	37,200	100%	0%	40 hours per week x \$15.00 Hr. x 52 weeks per year. Payroll is processed bi-weekly.
Fringe Benefits	11,135	100%		0%		0%		0%		0%		0%	11,135	100%	0%	FICA/MICA, Health (\$709.99/month), Dental/Vision/Life (\$19.03/month)
Transportation Specialist Jorge Orans	29,120	100%		0%		0%		0%		0%		0%	29,120	100%	0%	40 hours per week x \$14.00 / Hr. x 52 weeks per year. Payroll is processed bi-weekly.
Fringe Benefits	10,978	100%		0%		0%		0%		0%		0%	10,978	100%	0%	FICA/MICA, Health (\$709.99/month), Dental/Vision/Life (\$19.03/month)
Warehouse Assistant Charles Valdez	20,800	100%		0%		0%		0%		0%		0%	20,800	100%	0%	40 hours per week x \$10 / Hr. x 52 weeks per year. Payroll is processed bi-weekly.
Fringe Benefits	10,339	100%		0%		0%		0%		0%		0%	10,339	100%	0%	FICA/MICA, Health (\$709.99/month), Dental/Vision/Life (\$19.03/month)
Assistant Warehouse Manager Nick Sanchez	35,880	100%		0%		0%		0%		0%		0%	35,880	100%	0%	40 hours per week x \$17.29 Hr. x 52 weeks per year. Payroll is processed bi-weekly.
Fringe Benefits	11,493	100%		0%		0%		0%		0%		0%	11,493	100%	0%	FICA/MICA, Health (\$709.99/month), Dental/Vision/Life (\$19.03/month)
Workers Compensation	13,000	20%		0%		0%		0%		0%		52,000	60%	20%	80%	This line item covers a portion of the agency's expenses for worker's compensation insurance as required by state law and Miami-Dade County.
Trucking & Hauling	80,000	20%		0%		0%		3%	10,000	3%		230,000	77%	23%	77%	Transportation & distribution expenditures, including but not limited to contract drivers, transportation brokers, tolls and other trucking costs.
Warehouse Supplies	10,000	20%		0%		0%		20%	10,000	20%		30,000	60%	40%	60%	Consumable warehouse & equipment supplies for storing and packaging food and bulk for the facility used to warehouse and distribute the food.
Fuel/Oil	77,000	20%		0%		0%		2%	2,000	2%		300,000	78%	22%	78%	Fuel/oil expenses for operating Farm Share vehicles.
Propane	3,000	20%		0%		0%		0%		0%		12,000	80%	20%	80%	Propane expense for operating trailers which are needed to haul/unload food.
Utilities	23,000	20%		0%		0%		7%	8,000	7%		32,000	73%	27%	73%	Electric expense for the facilities used to warehouse and distribute food. Waste disposal required to maintain environment in which to house and distribute food. Security for safety and monitoring.
Telephone & Internet	9,000	20%		0%		0%		0%		0%		35,000	60%	20%	80%	Telephone & internet expense required for scheduling pick-up and delivery of food, as well as maintaining contact with Miami-Dade County residents, agencies and donors.
Bulk Produce		0%	425,000	100%		0%		0%		0%			425,000	100%	0%	To be used for the purchase of produce for distribution to needy clients.
Non-Perishable Food		0%	425,000	100%		0%		0%		0%			425,000	100%	0%	To be used for the purchase of non-perishable food and other items described in the Scope of Work for distribution to needy clients.
SUBTOTAL	441,344	0%	425,000			425,000		0%	36,000			742,000	1,844,344			
INDIRECT COSTS:																
Vehicle Repair & Maintenance	16,595	10%		0%		0%		0%		0%		167,813	198,569	10%	90%	Maintenance/repairs Farm Share vehicles which are required for the pick-up and delivery of Farm Share food in accordance with our program goals.
Administration		0%	75,000	50%		0%		0%		0%			150,000	100%	0%	Administrative cost to manage the distribution of produce and non-perishable food items.
SUBTOTAL	16,595	0%	75,000	0%		0%		0%		0%		167,813	336,569	0%	0%	
TOTAL AWARD:	460,000	4%	300,000	15%		15%		0%	36,000	0%	#DIV/0!	808,913	1,986,913			
INDIC %													17%			

20-FSFL

**AMENDMENT #1
TO FY 2019-2020 CONTRACT BETWEEN
MIAMI-DADE COUNTY
AND
FEEDING SOUTH FLORIDA, INC.**

Miami-Dade County by and through its Office of Management and Budget – Grants Coordination located at 111 N.W. 1st Street, 22nd Floor, Miami, FL 33128 (hereinafter called "the County") and **FEEDING SOUTH FLORIDA, INC.**, located at 2501 SW 32 Terrace, Pembroke Park, FL 33023 (hereinafter called "the Provider") hereby agree on this ____ day of _____, 2020 to amend the Grant Agreement dated March 12, 2020, between the County and the Provider (hereinafter called "the Agreement") and therefore makes the following recitals.

WHEREAS, the County and the Provider entered into the Agreement for the provision of Human and Social Services;

WHEREAS pursuant to the Agreement, the Provider provides the following program:

COVID-19 Bulk Produce Distribution

WHEREAS, the current Coronavirus disease 2019 (COVID-19) pandemic has resulted in business closures and employment layoffs, which place a further strain on already limited financial and nutritional resources for impoverished households in Miami-Dade County and a noncompetitive procurement is necessary and appropriate in light of the existing public health emergency of unknown duration, the severely limited time remaining in the growing season before produce spoils in the field, and that existing contractors have been found to be free of conflict and have successfully met due diligence requirements;

WHEREAS, the Agreement allows for amendment by written consent of the County and the Provider;

WHEREAS, the parties wish to include an additional program, Program B, in the Agreement for Bulk Produce Distribution Services and to attach and incorporate herein Attachment A(1) Scope of Work, and Attachment B(2) Line Item Budget, all of which said new attachments shall pertain to Program B and to the period from October 1, 2019 through September 30, 2020, in order to reflect the additional services and funds provided pursuant to this Amendment,

WHEREAS, the County intends to actively seek federal reimbursement of these unbudgeted emergency expenses as appropriate; and

NOW, THEREFORE, in consideration of the mutual covenants recorded herein and made part of this Amendment, the County and the Provider agree to amend the Agreement as follows:

- I. The "whereas" clauses above are fully incorporated and adopted herein as if fully set forth herein.
- II. **Article 2. Amount Payable** shall be amended to include Program B: Bulk Produce Distribution Program and to increase the amount payable for the services rendered under this Agreement as follows:

Program B: COVID-19 Bulk Produce Distribution\$107,100

The rest of Article 2 shall remain unchanged.

III. Throughout the Agreement, all references to:

- (1) "Attachment A" and "Scope of Work" shall refer both to Attachment A and Attachment A(1), which is attached hereto and incorporated herein and shall pertain to the period of time from October 1, 2019 to September 30, 2020; and
- (2) "Attachment B" and "Budget" shall refer both to Attachment B and Attachment B(2), which is attached hereto and incorporated herein and shall pertain to the period of time from October 1, 2019 to September 30, 2020.

IV. **Article 25, Miscellaneous, Subsection J. Totality of Agreement/Severability of Provisions.** is hereby amended as follows:

- (1) "Attachment A(1): Scope of Work" is hereby listed beneath "Attachment A: Scope of Work"; and
- (2) "Attachment B(2): Line Item Budget" is hereby listed beneath "Attachment B: Line Item Budget."
- (3) Attachment M: Federal Terms and Certifications is hereby attached and incorporated herein.

V. Other than as expressly amended herein, all other terms and conditions of the Agreement shall remain in full force and effect. If any conflict in language exists between the Agreement and this Amendment #1, the language in this Amendment #1 shall prevail.

VI. This Amendment #1 is hereby made a part of the Agreement and is binding upon the County and the Provider. This Amendment #1 shall be effective once it has been signed by both parties, and shall expire on September 30, 2020.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment #1 to the Agreement to be executed by their officials thereunto duly authorized.

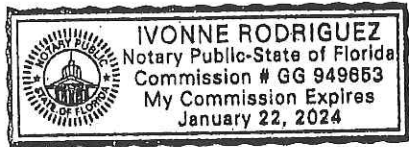
FEEDING SOUTH FLORIDA, INC.

By: [Signature]
Name: Paco Velez
Title: President and CEO
Date: 4/16/20

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, on this 16th day of April, 2020, by Ivonne Rodriguez as Receptionist (title) for (name of agency) Feeding South Florida.
Said person is personally known or produced the following identification

Attest: [Signature]
Notary Public - State of
Florida, Miami-Dade
County _____
Print
Name: Ivonne Rodriguez

Notary Seal/Stamp:



MIAMI-DADE COUNTY

By: [Signature]
Name: Jennifer Moon **MAURICE L. KEMP**
Title: Mayor's Designee **DEPUTY MAYOR**
Date: 4/21/2020 **MIAMI-DADE CTY. FL**

Attest: HARVEY RUVIN, Clerk
Board of County Commissioners

By: [Signature]
Print Name: Gene Sancer



ATTACHMENT A(1) - SCOPE OF WORK

MIAMI-DADE COUNTY OFFICE OF MANAGEMENT AND BUDGET
GRANTS COORDINATION

SECTION 1: GENERAL INFORMATION

Name of Organization: Feeding South Florida
 Program Name: COVID-19 Bulk Produce Distribution
 Program Funding Amount: \$107,100 Contract Period: October 1, 2019 – September 30, 2020

SECTION 2: PROGRAM PLAN

2.1 - Program Narrative/Summary

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

The goal of the COVID-19 Bulk Produce Distribution program is to support Feeding South Florida, Inc. (FSF)'s distribution of food and grocery items to over 70 nonprofit partner agencies throughout Miami Dade County in need due to the COVID-19 pandemic.

2.2 – Client Eligibility and Demographics

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

Local population including anyone in need.

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

All

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

ATTACHMENT A(1) - SCOPE OF WORK

Individuals, families and children in need.

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

Countywide: ☒ District 1: ☐ District 2: ☐ District 3: ☐
 District 4: ☐ District 5: ☐ District 6: ☐ District 7: ☐
 District 8: ☐ District 9: ☐ District 10: ☐ District 11: ☐
 District 12: ☐ District 13: ☐

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

12,600 families per week

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

N/A

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

N/A

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

Limited, short-term program.

2.4 – Profile of Services

Activity #1	Bulk Produce Distribution
Location(s)	Miami Beach, Opa-Locka, Hialeah Springs, City of Miami (Flagami, Overtown, Liberty City, Little Havana neighborhoods), Miami Lakes, Miami Gardens, Hialeah, Sweetwater, Homestead/Florida City, Cutler Bay, North Miami/North Miami Beach, Kendall, West Miami, Tamiami, South Miami/Pinecrest.

ATTACHMENT A(1) - SCOPE OF WORK

Number of unduplicated clients	12,600
Frequency	Daily
Objective	
Output→	12,600 families per week with 18 events per week
Anticipated Outcome→	100% of eligible clients will receive food assistance.
Method of Measurement →	Vehicle count or household count

ATTACHMENT A(1)

2.5 – Staffing Plan

Note: The Staffing Plan only needs to be updated and submitted if any changes have been made since the line-item budget was last approved. Include the following elements in the staffing plan:

- Position Vacancy
- Change of Personnel

Please include **ONLY** the position(s), Agency (ies) or Subcontractor(s) that funded by Miami-Dade County, which identified in your Line Item Budget.

Position(s)/ Agency(ies)/ Subcontractor(s)	If filled, provide person's name. If vacant, provide anticipated hire date. For Subcontractor(s), provide name of entity providing service	Key Responsibilities	Licenses/ Certifications (if applicable)	Employee (Full-Time, Part-Time), Subcontractor

ATTACHMENT A(1)

SECTION 3: ORGANIZATIONAL SUPPORT ACTIVITIES

3.1 - Describe how your organization will publicize availability of this program to the community

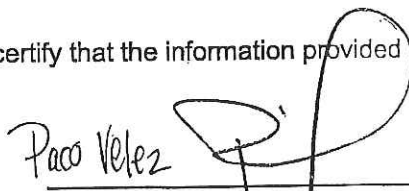
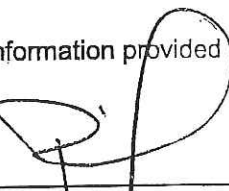
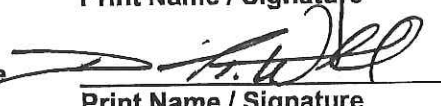
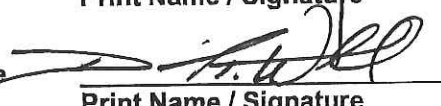
Feeding South Florida, Inc. is the sole Feeding America food bank in South Florida, serving nonprofit partner agencies. FSF is in regular communication with the partner agencies. Additionally, FSF has a large social media presence on Twitter and Facebook.

Feeding South Florida, Inc. will recognize Miami-Dade County in any and all notices, announcements, press releases and on-site during food distribution.

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

1. Warehouse Management System – Primarius tracks all of our inbound and outbound pounds to ensure we are accurately capturing our inventory. 2. Meals per Person in Need (MPIN) – MPIN is a metric used by Feeding America to guide food banks on the number of meals that need to go to each county based on the number of people in need. 3. County analysis – In addition to Map the Meal Gap and MPIN, we also evaluate the percentage of need in each county as it relates to our service area. 4. Agency surveys – each month, our partner agencies are responsible for submitting a monthly report about the number of individuals served, both unique and recurring. This helps us gauge the accuracy of our numbers and estimated pounds needed in order to ensure our goals are met.

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

CBO	 Paco Velez Print Name / Signature	 4/16/20 Date
Miami-Dade County	 H. Wells Print Name / Signature	 4/20/20 Date

- ☒ ORIGINAL BUDGET
☐ BUDGET MODIFICATION #1
☐ BUDGET MODIFICATION #2

Budget Period
 10/1/2018 to 9/30/2020

Organization Name
 Feeding South Florida, Inc.

Agency Approval:

Signature / Date:

Print Name: Paco Balaz

County Approval:

Fiscal (cost basis only) - Accountant

Supervisor

4/20/20

Object Class Categories	Total Cost to Agency by Revenue Source						Total Cost to Agency For the Budget Period	% Charged to County	% Charged to Other Funding Sources	Total % All Funding	Justification
	County		COVID-19 Bulk Produce Distribution		Other Funding Source(s)						
	Food System Strategy										
	Amount	%	Amount	%	Amount	%					
Direct Costs											
Food Resource Manager / Cagney Kobrin	18,000	30.0%		0.0%	42,000	70.0%	60,000	30.0%	70.0%	100%	Approximately \$28.85/hr x 40 x 52 weeks paid bi-weekly (\$2,307.69) @ 30% FICA/MICA @ 7.65%, Worker's Comp @ approximately 2.1%, Re-employment @ 0.01 of the first \$7,000, Medical/Dental/Vision \$368.89 monthly
Fringe Benefits	3,104	30.0%		0.0%	7,243	70.0%	10,347	30.0%	70.0%	100%	
Driver / Dalton Cohen	37,440	100.0%		0.0%	-	0.0%	37,440	100.0%	0.0%	100%	Hourly wage of \$18 x 40 x 52 weeks paid bi-weekly at 100% FICA/MICA @ 7.65%, Worker's Comp @ approximately 2.1%, Re-employment @ 0.01 of the first \$7,000, Medical/Dental/Vision \$368.89 monthly
Fringe Benefits	8,147	100.0%		0.0%		0.0%	8,147	100.0%	0.0%	100%	
Driver / Isidro Vera	37,440	100.0%		0.0%	-	0.0%	37,440	100.0%	0.0%	100%	Hourly wage of \$18 x 40 x 52 weeks paid bi-weekly at 100% FICA/MICA @ 7.65%, Worker's Comp @ approximately 2.1%, Re-employment @ 0.01 of the first \$7,000, Medical/Dental/Vision \$368.89 monthly
Fringe Benefits	8,147	100.0%		0.0%		0.0%	8,147	100.0%	0.0%	100%	
Distribution Manager / Charles Woody	18,000	30.0%		0.0%	42,000	70.0%	60,000	30.0%	70.0%	100%	Approximately \$28.85/hr x 40 x 52 weeks paid bi-weekly (\$2,307.69) @ 30% FICA/MICA @ 7.65%, Worker's Comp @ approximately 2.1%, Re-employment @ 0.01 of the first \$7,000, Medical/Dental/Vision \$368.89 monthly
Fringe Benefits	3,104	30.0%		0.0%	7,243	70.0%	10,347	30.0%	70.0%	100%	
Warehouse Lead / Misheaux J	18,000	30.0%		0.0%		0.0%				100%	Approximately \$12.50/hr x 40 x 52 weeks paid bi-weekly at 100% FICA/MICA @ 7.65%, Worker's Comp @ approximately 2.1%, Re-employment @ 0.01 of the first \$7,000, Medical/Dental/Vision \$368.89
Transportation Mgr /	5,000	30.0%		0.0%	11,400	70.0%	16,400	30.0%	70.0%	100%	Approximately \$26.44/hr x 40 x 52 weeks paid bi-weekly (\$2,115.38) at 30% FICA/MICA @ 7.65%, Worker's Comp @ approximately 2.1%, Re-employment @ 0.01 of the first \$7,000, Medical/Dental/Vision \$368.89 monthly
Fringe Benefits	9,000	30.0%		0.0%	8,601	70.0%	9,600	30.0%	70.0%	100%	
Agency Relations / Alyssa Velazquez	14,400	40.0%		0.0%	21,600	60.0%	36,000	40.0%	60.0%	100%	Approximately \$17.31/hr x 40 x 52 weeks paid bi-weekly (\$1,384.62) at 40% FICA/MICA @ 7.65%, Worker's Comp @ approximately 2.1%, Re-employment @ 0.01 of the first \$7,000, Medical/Dental/Vision \$368.89 monthly
Fringe Benefits	3,203	40.0%		0.0%	4,804	60.0%	8,007	40.0%	60.0%	100%	
Warehouse Associate / Alerie Spencer	25,000	100.0%		0.0%		0.0%	26,000	100.0%	0.0%	100%	Approximately \$12.50/hr x 40 x 52 weeks paid bi-weekly at 100% FICA/MICA @ 7.65%, Worker's Comp @ approximately 2.1%, Re-employment @ 0.01 of the first \$7,000, Medical/Dental/Vision \$368.89
Fringe Benefits	7,032	100.0%		0.0%		0.0%	7,032	100.0%	0.0%	100%	
Truck Lease	17,340	100.0%		0.0%		0.0%	17,340	100.0%	0.0%	100%	Monthly Payment (\$1,445). Penske truck (long term lease) to transport product.
Truck Lease	16,385	94.4%		0.0%	975	5.6%	17,340	94.4%	5.6%	100%	Monthly Payment (\$1,445). Penske truck (long term lease) to transport product.
Bulk Produce		0.0%	91,035	100.0%		0.0%	91,035	100.0%	0.0%	100%	To be used for the purchase of produce for distribution to needy clients
SUBTOTAL	251,040		91,035		203,607		545,682				
INDIRECT COSTS											
Administration		0.0%	16,065	100.0%		0.0%	16,065	100.0%	0.0%	100%	Administrative cost to manage the distribution of produce
SUBTOTAL	-	0.0%	16,065	0.0%	-	0.0%	16,065	0.0%	0.0%	0%	
TOTAL AWARD:	251,040		107,100		203,607		561,747				

Federal Terms and Certifications

By _____ signing this document _____, the vendor _____ ("Vendor"), hereby acknowledges and accepts the contract provisions and requirement listed below for compliance with the Federal Emergency Management Agency's (FEMA) reimbursement requirements, as set forth in 2 CFR 200.326 and 2 CFR Part 200 Appendix II, for Contract / Purchase Order _____ ("Contract").

This document also deletes and modifies the standard Miami-Dade County terms and conditions and, to the extent that a standard County contract was entered into prior to the date of execution hereof, Vendor and the County understand and agree that this form shall amend the standard County contract and shall be deemed to be effective as of the later of the date of execution of the Contract or January 27, 2020. If there are any conflicts or inconsistencies with the standard County terms and this document, the County and Vendor agree that all terms and provisions of this document shall govern and control. All references to Vendor in this document shall mean the same as "Contractor" or "Servicer" or any other term used to refer to the party contracting with the County in the standard County contract.

I. Additions:

The following provisions shall be added to the Contract and, where there is a direct conflict or inconsistency with existing terms in the Contract, the following provisions shall supersede existing provisions in the Contract:

A. BREACHES AND DISPUTE RESOLUTION. For all purchases in excess of the simplified acquisition threshold, currently \$150,000, the following provisions shall apply:

- (1) Disputes and Remedies - Disputes arising in the performance of this Contract which are not resolved by the Contractor and the County's project manager or contractor manager, shall be referred, in writing, to the authorized representative of the County Mayor for a decision. If there is a disagreement among the parties regarding the decision of the County Mayor's representative, then either party may submit any claim, counterclaim, dispute and other matters in question between the County and the Contractor arising out of or relating to this Contract or its breach to a court of competent jurisdiction within Miami-Dade County.
- (2) Performance During Dispute - Unless otherwise directed by the County, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- (3) Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages

therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

B. TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this Contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the Contractor shall not incur any additional costs under this Contract. The County shall be liable only for reasonable costs incurred by the Contractor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

C. DEFAULT; REMEDIES; TERMINATION FOR CAUSE

The County reserves the right to terminate this contract, in part or in whole, or place the Contractor on probation, or to avail itself of all other remedies available at law and equity, inclusive injunctive relief and specific performance, in the event the Contractor fails to perform in accordance with the terms and conditions stated herein. Following breach of the Contract by the Contractor, the County shall provide written notice specifying the breach to the Contractor and advising the Contractor that the breach must be cured immediately or this Agreement may be terminated by the County. The County further reserves the right to suspend or debar the Contractor in accordance with the appropriate County ordinances, resolutions and/or administrative/implementing orders. The vendor will be notified by letter of the County's intent to terminate if, following the initial notice of breach, the Contractor fails to timely or adequately and to the satisfaction of the County cure said breach. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the terminated Contractor.

D. EQUAL EMPLOYMENT OPPORTUNITY

- (1) In connection with the performance of this Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, ancestry, marital status, pregnancy, sexual orientation, veteran's status, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, color, sex, age, disability, ancestry, marital status, pregnancy, sexual orientation, veteran's status, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeships. Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. The Contractor agrees to post in conspicuous places, available to

employees and applicants for employment, notices to be provided by MDC setting forth the provisions of this Equal Opportunity clause.

- (2) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the Equal Opportunity clauses of this Contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive

Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (8) The Contractor will include the provisions of this Equal Opportunity clause in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each of Contractor's vendors and subcontractors. The Contractor will take such action with respect to any subcontract or purchase order as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance.

E. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148) and COPELAND "ANTI-KICKBACK" ACT (18 USC & 40 U.S.C. 3145). The Davis-Bacon Act and the Copeland Anti-Kickback Act only apply to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. They do not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program. Accordingly, if applicable to this Contract:

- (1) All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").
 - a) In accordance with the statute, and if applicable, the Contractor must pay all laborers and mechanics employed or working upon the site of the work, unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor pursuant to 29 CFR part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) at rates not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The County will attach a copy of the current prevailing wage determination issued by the Department of Labor to this form.
 - b) Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of 29 CFR § 5.5; also, regular contributions made or costs

incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, as deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4).

- c) Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (ii) of 29 CFR § 5.5) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (2) The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 5 as may be applicable, which are incorporated by reference into this Contract.

Contractors and Subcontractors are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Contractor or subcontractor shall insert in any subcontracts the clause in these subparagraphs (1) and (2), and also a clause requiring the subcontractors to include this clause in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with this clause. A breach of this clause may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 U.S.C. § 5.12.

F. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT OF 1962, 40 U.S.C. §§ 3702 AND 3704.

If applicable, the Contractor and all of its subcontractors shall comply with the Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. §§ 3702 and 3704, requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a workweek. In the event of a violation of the preceding clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the Court for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth herein, in the sum of \$10 for

each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided herein. The Contractor or subcontractor shall insert in any subcontracts this clause set forth in subsection (F) herein also a clause requiring the subcontractors to include this clause in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in herein.

G. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AWARD.

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the County wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the County must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

H. THE CLEAN AIR ACT OF 1955, as amended, 42 U.S.C. §§7401-7671q and the FEDERAL WATER POLLUTION CONTROL ACT, as amended, 33 U.S.C. §§ 1251-1387.

- (1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §1251 et. seq.
- (2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the County, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

I. ENERGY CONSERVATION.

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance

with the Energy Policy and Conservation Act (42 U.S.C. Section 6321 et seq.) and (42 U.S.C. 6201).

J. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION.

- (1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and shall include a provision requiring such compliance in its lower tier covered transactions.
- (2) By signing and submitting this form, the Contractor shall also execute and provide the County with, and require all lower tiered contractors to also execute, the certification set out in "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower tier Covered Transaction" attached hereto. The Contractor shall require all lower tier participants to agree that they:
 - a. shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by the County;
 - and ii. they will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion", and the certification form, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. The Contractor may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. The Contractor may decide the method and frequency by which it determines the eligibility of its principals. The Contractor may, but is not required to check the Non-procurement List issued by U.S. General Service Administration. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of

the Contractor and any other participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

If the Contractor or any other lower tier participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, the County may pursue available remedies including suspension and/or debarment.

K. BYRD ANTI-LOBBYING CERTIFICATION AND DISCLOSURE STATEMENTS.

Contractors who apply or bid for or have received an award of \$100,000 or more shall file the required and attached certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

L. RECYCLED PRODUCTS/RECOVERED MATERIALS

The Contractor agrees to comply with all the requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. § 6962), including but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. All goods and/or services to be purchased as a result of any award under this Contract shall be in accordance with all applicable governmental standards, including, but not limited to those issued by the Occupation Safety and Health Administration (OSHA), the National Institute of Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). It shall be the responsibility of the Contractor and vendors to be regularly informed to conform to any changes in standards issued by any regulatory agencies that govern the commodities or services applicable to this solicitation, during the term of any contract resulting from this solicitation. In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired:

- (1) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (2) Meeting Contract performance requirements; or
- (3) At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/regulatory-background-comprehensive-procurement-guideline-program-cpg>.

M. CONTRACTING WITH SMALL AND MINORITY BUSINESS, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS, C.F.R. § 200.321(G).

Pursuant to C.F.R. 200.321 (g), the County will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.

N. ACCESS TO RECORDS. In addition to the provisions contained in the Contract, the following access to records requirements apply to this Contract:

- (1) The Contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OF RELATED ACTS. The Contractor hereby acknowledges that 31 U.S.C. Chap. 38

(Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to the Contract.

P. DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Q. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

R. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

S. CHANGES

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract.

II. Deletions from the standard County contract:

A. Prompt Payment Terms

Payment terms under Sections 2-8.1.1.1.1 or 2-8.1.1.1.2 of the Code of Miami-Dade County, Florida ("County Code") that are for a Small Business Enterprise ("SBE") contract set-aside, bid preference or contain a subcontractor goal, shall NOT apply to this Contract or group, as applicable.

B. Local Preference

Section 2-8.5 of the County Code, which provides that preference shall be given to local businesses, shall NOT apply to this Contract or group, as applicable.

C. County User Access Program ("UAP")

The UAP fee in the amount of two percent (2%) shall NOT apply to this Contract or group, as applicable and the County shall not withhold any portion of payment due to Vendor for payment of the UAP fee.

D. SBE Measures

SBE Measures under Sections 2-8.1.1.1.1, 2-10.4.01, and 10-33.02 of the County Code and any other bid preferences or set-asides under an SBE program shall NOT apply to this Contract or group, as applicable.

E. Local Certified Veteran Business Enterprise Preference

Section 2-8.5.1 of the County Code which provides that certified veteran businesses enterprises shall be given a preference shall NOT apply to this Contract or group, as applicable.

F. First Source Hiring Referral Program ("FSHRP")

Section 2-2113 of the County Code which provides that County contractors to use a local workforce referral agency for job postings and to use good faith efforts to fill fifty percent (50%) of job vacancies through such local workforce referral agency, shall NOT apply to this group.

III. Modifications from the standard County contract:

A. Inspector General

The cost of random audits of one quarter (1/4) of one (1) percent will be NOT be incorporated into the contract price of this Contract or group, as applicable nor shall such audit cost be deducted from payment to the Vendor. All other provisions in the Contract pertaining to the Inspector General remain the same.

Firm/Company Name: Feeding South Florida

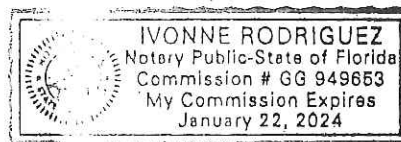
Authorized Representative: Paco Velez

Authorized Representative: [Signature] Printed Name
Signature

Title: President and CEO

Date: 1/16/20

Attest: [Signature]
Corporate Secretary/Notary



Attachment: Affidavits

Byrd Anti-Lobbying Amendment Certification Form

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

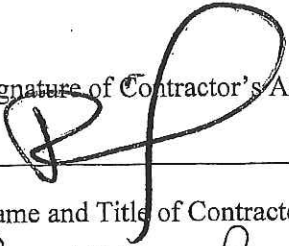
The undersigned Contractor certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official



Name and Title of Contractor's Authorized Official

Paco Velez - President and CEO

Date

4/10/20

Suspension and Debarment Certification Form

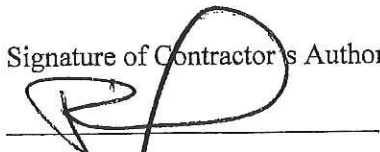
(1) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Signature of Contractor's Authorized Official



Name and Title of Contractor's Authorized Official

Paco Velez - President and CEO

Date

4/16/20

20-FSFL

**AMENDMENT #2
TO FY 2019-2020 CONTRACT BETWEEN
MIAMI-DADE COUNTY
AND
FEEDING SOUTH FLORIDA, INC.**

Miami-Dade County by and through its Office of Management and Budget – Grants Coordination located at 111 N.W. 1st Street, 22nd Floor, Miami, FL 33128 (hereinafter called “the County”) and **FEEDING SOUTH FLORIDA, INC.**, located at 2501 SW 32 Terrace, Pembroke Park, FL 33023 (hereinafter called “the Provider”) hereby agree on this 30 day of JUNE, 2020 to amend the Grant Agreement dated March 12, 2020, between the County and the Provider (hereinafter called “the Agreement”) and therefore makes the following recitals.

WHEREAS, the County and the Provider entered into the Agreement for the provision of Human and Social Services;

WHEREAS pursuant to the Agreement, the Provider provides the following program:

COVID-19 Bulk Food Purchase

WHEREAS, the current Coronavirus disease 2019 (COVID-19) pandemic has resulted in business closures and employment layoffs, which place a further strain on already limited financial and nutritional resources for impoverished households in Miami-Dade County and a noncompetitive procurement is necessary and appropriate in light of the existing public health emergency of unknown duration, and that existing contractors have been found to be free of conflict and have successfully met due diligence requirements;

WHEREAS, the Agreement allows for amendment by written consent of the County and the Provider;

WHEREAS, the parties wish to include an additional program, Program C, in the Agreement for Bulk Food Purchase and to attach and incorporate herein Attachment A(2) Scope of Work, and Attachment B(3) Line Item Budget, all of which said new attachments shall pertain to Program C and to the period from October 1, 2019 through September 30, 2020, in order to reflect the additional services and funds provided pursuant to this Amendment,

WHEREAS, the County intends to actively seek federal reimbursement of these unbudgeted emergency expenses as appropriate; and

NOW, THEREFORE, in consideration of the mutual covenants recorded herein and made part of this Amendment, the County and the Provider agree to amend the Agreement as follows:

- I. The “whereas” clauses above are fully incorporated and adopted herein as if fully set forth herein.
- II. **Article 2. Amount Payable** shall be amended to include Program C: Bulk Food Purchase and to increase the amount payable for the services rendered under this Agreement as follows:

Program C: COVID-19 Bulk Food Purchase \$150,000

The rest of Article 2 shall remain unchanged.

III. Throughout the Agreement, all references to:

- (1) "Attachment A" and "Scope of Work" shall refer to Attachment A, Attachment A(1), and Attachment A(2), which is attached hereto and incorporated herein and shall pertain to the period of time from October 1, 2019 to September 30, 2020; and
- (2) "Attachment B" and "Budget" shall refer to Attachment B, Attachment B(2), and Attachment B(3) which is attached hereto and incorporated herein and shall pertain to the period of time from October 1, 2019 to September 30, 2020.

IV. **Article 25, Miscellaneous, Subsection J. Totality of Agreement/Severability of Provisions.** is hereby amended as follows:

- (1) "Attachment A(2): Scope of Work" is hereby listed beneath "Attachment A(1): Scope of Work"; and
- (2) "Attachment B(3): Line Item Budget" is hereby listed beneath "Attachment B(2): Line Item Budget."

V. Other than as expressly amended herein, all other terms and conditions of the Agreement shall remain in full force and effect. If any conflict in language exists between the Agreement and this Amendment #2, the language in this Amendment #2 shall prevail.

VI. This Amendment #2 is hereby made a part of the Agreement and is binding upon the County and the Provider. This Amendment #2 shall be effective once it has been signed by both parties, and shall expire on September 30, 2020.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment #2 to the Agreement to be executed by their officials thereunto duly authorized.

FEEDING SOUTH FLORIDA, INC.

By: [Signature]
Name: PACO VELEZ
Title: President and CEO
Date: 6/29/20

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, on this 29th day of June, 2020, by

(name) IVonne Rodriguez as
(title) Receptionist for
Feeding South Fla (name of agency)

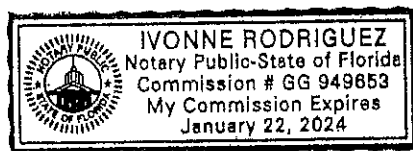
Said person is personally known or produced the following identification
personally known

Attest:

[Signature]
Notary Public -- State of
Florida, Miami-Dade
County Brevard

Print
Name: Ivonne Rodriguez

Notary Seal/Stamp:



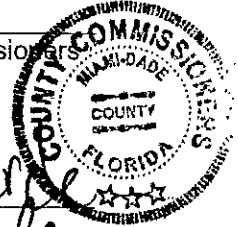
MIAMI-DADE COUNTY

By: [Signature]
Name: Jennifer Moon
Title: Mayor's Designee
Date: 06/30/2020

Attest: HARVEY RUVIN, Clerk
Board of County Commissioners

By:

Print Name: [Signature]



ATTACHMENT A(2) - SCOPE OF WORK

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

SECTION 1: GENERAL INFORMATION

Name of Organization:	Feeding South Florida		
Program Name:	COVID-19 Bulk Food Purchase		
Program Funding Amount:	\$150,000	Contract Period:	October 1, 2019 – September 30, 2020

SECTION 2: PROGRAM PLAN**2.1 - Program Narrative/Summary**

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

The goal of the COVID-19 Bulk Food Purchase program is to support Feeding South Florida, Inc. (FSF)'s distribution of food and grocery items at the North Miami Pantry and through FSFL School Pantry Programs located throughout Miami Dade County who are in need due to the COVID-19 pandemic.

FSFL will distribute food and may provide personal toiletries and paper products throughout Miami-Dade County.

2.2 – Client Eligibility and Demographics

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

Local population, including anyone in need.

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

All ages.

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

Individuals, families and children in need.

ATTACHMENT A(2) - SCOPE OF WORK**d. In what Commission District(s) are program services provided. (Check all that apply.)**

Countywide: ☒	District 1: ☐	District 2: ☐	District 3: ☐
District 4: ☐	District 5: ☐	District 6: ☐	District 7: ☐
District 8: ☐	District 9: ☐	District 10: ☐	District 11: ☐
District 12: ☐	District 13: ☐		

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

Up to 1,500 individuals

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

N/A

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

N/A

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

Limited, short-term program.

2.4 – Profile of Services

Activity #1	Bulk Food Distribution
Location(s)	FSFL North Miami pantry and FSFL School Pantry Programs
Number of unduplicated clients	1,500
Frequency	Duration of the program
Objective	

ATTACHMENT A(2) - SCOPE OF WORK

Output→	1,500 individuals
Anticipated Outcome→	100% of eligible clients will receive food assistance.
Method of Measurement →	Vehicle count or household count

ATTACHMENT A (2)

2.5 – Staffing Plan

Note: The Staffing Plan only needs to be updated and submitted if any changes have been made since the line-item budget was last approved. Include the following elements in the staffing plan:

- Position Vacancy
- Change of Personnel

Please include **ONLY** the position(s), Agency (ies) or Subcontractor(s) that funded by Miami-Dade County, which identified in your Line Item Budget.

Position(s)/ Agency(ies)/ Subcontractor(s)	If filled, provide person's name. If vacant, provide anticipated hire date. For Subcontractor(s), provide name of entity providing service	Key Responsibilities	Licenses/ Certifications (if applicable)	Employee (Full-Time, Part-Time), Subcontractor

ATTACHMENT A (2)

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

Feeding South Florida, Inc. is the sole Feeding America food bank in South Florida, serving nonprofit partner agencies. FSF is in regular communication with the partner agencies. Additionally, FSF has a large social media presence on Twitter and Facebook.

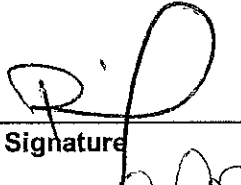
Feeding South Florida, Inc. will recognize Miami-Dade County in any and all notices, announcements, press releases and on-site during food distribution.

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

1. Warehouse Management System – Primarius tracks all of our inbound and outbound pounds to ensure we are accurately capturing our inventory. 2. Meals per Person in Need (MPIN) – MPIN is a metric used by Feeding America to guide food banks on the number of meals that need to go to each county based on the number of people in need. 3. County analysis – In addition to Map the Meal Gap and MPIN, we also evaluate the percentage of need in each county as it relates to our service area. 4. Agency surveys – each month, our partner agencies are responsible for submitting a monthly report about the number of individuals served, both unique and recurring. This helps us gauge the accuracy of our numbers and estimated pounds needed in order to ensure our goals are met.

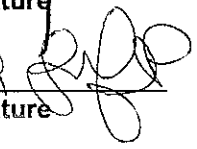
By signing below, I certify that the information provided on this Scope of Work is true and accurate.

CBO

Paco Velez 
Print Name / Signature

6/29/20
Date

Miami-Dade
County

J. Pimentel 
Print Name / Signature

10/29/2020
Date

ATTACHMENT B (3)- BUDGET

ORIGINAL BUDGET
BUDGET MODIFICATION #1
BUDGET MODIFICATION #2

Budget Period
10/1/2018 to 9/30/2019

Organization Name
Feeding South Florida, Inc.

Agency Approval:

Signature / Date:

Print Name: Peter Velez

County Approval:

Fiscal (cash basis only) Accountant:

Supervisor:

Object Class Categories	Total Cost to Agency by Revenue Source												Total Cost to Agency For the Budget Period	% Charged to County	% Charged to Other Funding Sources	Total % All Funding	Justification
	County																
	Program A Food System Strategy		Program B Bulk Food		Program C Non Perishables		Program D Name		Program E Name		Other Funding Source(s)						
DIRECT COSTS:	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%	Amount	%					
Food Resource Manager / Cagney Kobrin	18,000	23.1%		0.0%		0.0%		0.0%		0.0%	60,000	76.9%	78,000	23.1%	76.9%	100%	Approximately \$28.65/hr x 40 x 52 weeks paid bi-weekly (\$2,307.69) @ 30%
Fringe Benefits	3,104	30.0%		0.0%		0.0%		0.0%		0.0%	7,243	70.0%	10,347	30.0%	70.0%	100%	FICAMICA @ 7.65%, Worker's Comp @ approximately 2.1%, Re-employment @ 0.01 of the first \$7,000, Medical/Dental/Vision \$368.89 monthly
Driver / Delton Cohen	37,440	100.0%		0.0%		0.0%		0.0%		0.0%	-	0.0%	37,440	100.0%	0.0%	100%	Hourly wage of \$19 x 40 x 52 weeks paid bi-weekly at 100%
Fringe Benefits	8,147	100.0%		0.0%		0.0%		0.0%		0.0%		0.0%	8,147	100.0%	0.0%	100%	FICAMICA @ 7.65%, Worker's Comp @ approximately 2.1%, Re-employment @ 0.01 of the first \$7,000, Medical/Dental/Vision \$368.89 monthly
Driver / Isidro Vaz	37,440	100.0%		0.0%		0.0%		0.0%		0.0%	-	0.0%	37,440	100.0%	0.0%	100%	Hourly wage of \$19 x 40 x 52 weeks paid bi-weekly at 100%
Fringe Benefits	8,147	100.0%		0.0%		0.0%		0.0%		0.0%		0.0%	8,147	100.0%	0.0%	100%	FICAMICA @ 7.65%, Worker's Comp @ approximately 2.1%, Re-employment @ 0.01 of the first \$7,000, Medical/Dental/Vision \$368.89 monthly
Distribution Manager / Charles Woods	18,000	23.1%		0.0%		0.0%		0.0%		0.0%	60,000	76.9%	78,000	23.1%	76.9%	100%	Approximately \$28.65/hr x 40 x 52 weeks paid bi-weekly (\$2,307.69) @ 30%
Fringe Benefits	3,104	30.0%		0.0%		0.0%		0.0%		0.0%	7,243	70.0%	10,347	30.0%	70.0%	100%	FICAMICA @ 7.65%, Worker's Comp @ approximately 2.1%, Re-employment @ 0.01 of the first \$7,000, Medical/Dental/Vision \$368.89 monthly
Warehouse Lead / Mianhaux J. Washington	11,400	23.1%		0.0%		0.0%		0.0%		0.0%	38,000	76.9%	49,400	23.1%	76.9%	100%	Approximately \$16.27/hr x 40 x 52 weeks paid bi-weekly (\$1,451.68)
Fringe Benefits	2,481	30.0%		0.0%		0.0%		0.0%		0.0%	5,741	70.0%	8,222	30.0%	70.0%	100%	FICAMICA @ 7.65%, Worker's Comp @ approximately 2.1%, Re-employment @ 0.01 of the first \$7,000, Medical/Dental/Vision \$368.89
Transportation Mgr / Feter Dunne	16,500	23.1%		0.0%		0.0%		0.0%		0.0%	55,000	76.9%	71,500	23.1%	76.9%	100%	Approximately \$26.44/hr x 40 x 52 weeks paid bi-weekly (\$2,115.36) @ 30%
Fringe Benefits	2,958	30.0%		0.0%		0.0%		0.0%		0.0%	8,901	70.0%	9,859	30.0%	70.0%	100%	FICAMICA @ 7.65%, Worker's Comp @ approximately 2.1%, Re-employment @ 0.01 of the first \$7,000, Medical/Dental/Vision \$368.89 monthly
Agency Relations / Alyssa Villalba	14,400	28.8%		0.0%		0.0%		0.0%		0.0%	38,000	71.4%	50,400	28.8%	71.4%	100%	Approximately \$17.31/hr x 40 x 52 weeks paid bi-weekly (\$1,384.67) @ 40%
Fringe Benefits	3,203	40.0%		0.0%		0.0%		0.0%		0.0%	4,804	60.0%	8,007	40.0%	60.0%	100%	FICAMICA @ 7.65%, Worker's Comp @ approximately 2.1%, Re-employment @ 0.01 of the first \$7,000, Medical/Dental/Vision \$368.89 monthly
Warehouse Associate / Alaric Spencer	26,000	100.0%		0.0%		0.0%		0.0%		0.0%		0.0%	26,000	100.0%	0.0%	100%	Approximately \$12.50/hr x 40 x 52 weeks paid bi-weekly at 100%
Fringe Benefits	7,032	100.0%		0.0%		0.0%		0.0%		0.0%		0.0%	7,032	100.0%	0.0%	100%	FICAMICA @ 7.65%, Worker's Comp @ approximately 2.1%, Re-employment @ 0.01 of the first \$7,000, Medical/Dental/Vision \$368.89
Truck Lease	17,340	100.0%		0.0%		0.0%		0.0%		0.0%		0.0%	17,340	100.0%	0.0%	100%	Monthly Payment (\$1,445). Penske truck (long term lease) to transport product.
Truck LEASE	16,365	94.4%		0.0%		0.0%		0.0%		0.0%	875	5.6%	17,240	94.4%	5.6%	100%	Monthly Payment (\$1,445). Penske truck (long term lease) to transport product.
Bulk Produce		0.0%	91,035	100.0%		0.0%		0.0%		0.0%		0.0%	91,035	100.0%	0.0%	100%	To be used for the purchase of produce for distribution to needy clients
Non Perishable Food		0.0%		0.0%	127,500	100.0%		0.0%		0.0%		0.0%	127,500	100.0%	0.0%	100%	To be used for the purchase of non perishable food and other items described in the Scope of Work for distribution to needy clients
		0.0%		0.0%		0.0%		0.0%		0.0%		0.0%		0.0%	0.0%	0%	
SUBTOTAL	251,040		91,035		127,500						281,907		751,482				

INDIRECT COSTS:															
Administration		0.0%	16,065	41.7%	22,500	58.3%		0.0%		0.0%	38,565	100.0%	0.0%	100%	Administrative cost to manage the distribution of produce and non-perishable food items.
SUBTOTAL	-		16,065		22,500		-		-		38,565				
TOTAL AWARD:	251,040		107,100		150,000		-		-	281,807	790,047				
IDC %		0%	15%		15%		#DIV/0!		#DIV/0!	0%	5%				