

Date: October 26, 2020

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

Special Item No. 10

From: Carlos A. Gimenez
Mayor

Resolution No. R-1139-20

Subject: Resolution Approving a Grant Agreement with the School Board of Miami-Dade County, Florida to Provide \$15,000,000 in Funds From the 2020 Coronavirus Aid, Relief and Economic Security Act for its Safe Reopening of Schools

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing a grant agreement between Miami-Dade County and the School Board of Miami-Dade County, Florida (M-DCPS) ("Agreement") (attached as Exhibit 1 to the Resolution), for \$15,000,000 in 2020 Coronavirus Aid, Relief and Economic Security Act (CARES Act) funding for coronavirus disease 2019 (COVID-19) pandemic related expenses associated with the safe reopening of schools. It is further recommended that the Board authorize the County Mayor or County Mayor's designee to execute the grant agreement with M-DCPS, other required agreements and documents, as well as amendments, extensions, modifications to the scope and budget, and renewals of such agreements and documents to implement the safe reopening of schools, so long as such actions do not increase the total amount of the Agreement; and to exercise termination, waiver and other provisions set forth therein. Finally, it is recommended that the County Mayor or the County Mayor's designee provide reports as described in the resolution and the agreement attached to such resolution.

Scope

This award will enable the safe reopening of public schools across Miami-Dade County in response to the COVID-19 pandemic.

Fiscal Impact/Funding Source

The impact to Miami-Dade County for the provision of these services is \$15,000,000 from the CARES Act funding. No general fund dollars will be used to support this initiative.

Track Record/Monitor

Jennifer Moon, Deputy Mayor/Budget Director, through the Office of Management and Budget, 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 execute the Agreement with M-DCPS, other required agreements and documents, as well as amendments, extensions, modifications to the scope and budget, and renewals of such agreements and documents to implement the safe reopening of schools, so long as such actions do not increase the total amount of the Agreement; and to exercise termination, waiver and other provisions set forth therein. Finally, it is recommended that the County Mayor or the County Mayor's designee provide reports as described in the resolution.

Background

On March 13, 2020, M-DCPS announced districtwide school closures in response to the COVID-19 pandemic. As cases across the community increased through the latter parts of the spring and into the summer, students completed the 2019-2020 school year virtually and M-DCPS began preparations to ensure the safe reopening of schools in August 2020. As the pandemic continues, M-DCPS has incurred extraordinary expenditures to ensure that students and teachers can safely return to the classroom while offering high-quality educational opportunities for all children. The increased expenditures are associated with online digital educational content, computers and like devices, home internet access, retrofitting of school buses and classrooms, personal protective equipment for students and staff, sanitization equipment and supplies, health professionals in all schools, and in school contact tracing to supplement the efforts of the Florida Department of Health (FDOH). By providing funding received through the CARES Act, this Board is able to support families and ensure the safe reopening of schools.

Based on the various needs related to the safe reopening of schools, M-DCPS requested the following financial support from the County:

- Healthcare Services in-school and Contact Tracing Response Team - **\$7,429,712;**
- Contact Tracing - **\$226,200;**
- Thermometers - **\$2,109,440;**
- Hazard Pay for the Miami-Dade Schools Police Department (M-DSPD) - **\$234,648;** and
- Computers for students My School Online - **\$5,000,000**

By expanding in-school healthcare services, M-DCPS will be able to provide no less than one licensed health medical professional at approximately 365 schools to provide preventive services, early identification of problems, interventions, and referrals to foster health and educational success. To optimally care for children, preparation, ongoing education, and appropriate staffing levels of school nurses are important factors for success. While the intent is to have either a licensed nurse practitioner or a registered nurse at each school, M-DCPS is also exploring the option of contracting with Miami-Dade Fire Rescue or other municipal fire departments to enhance the availability of licensed health medical professionals in schools.

The Florida Department of Education encourages school districts and schools to have investigative procedures and communication protocols in place to work with local health officials on confirmed cases of COVID-19 involving students and staff. Once there is a confirmed case it is imperative to respond immediately by initiating an in-school investigation and in-school contact tracing. During a pandemic, a thorough investigation, identification of individuals that may have been exposed, and immediate implementation of mitigation strategies can make the difference between disease control or an outbreak. The FDOH collaborates with M-DCPS on all investigations but relies on M-DCPS to perform the in-school investigation and contact tracing.

In preparation for confirmed cases in schools, M-DCPS required a team of registered practical nurses with the medical background to work directly with school principals and the M-DCPS school health office to oversee the in-school contact investigation/tracing throughout M-DCPS. As the registered practical nurses have the necessary medical background, they can also assist the school principal with notifications and can meet with concerned parents. These independently contracted nurses will function as part of the

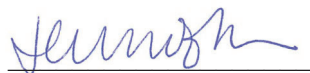
Contact Investigation and Tracing Response Team under the supervision of the M-DCPS Student Health Office.

In order to mitigate the spread of COVID-19, it is imperative that children who are sick or displaying symptoms remain at home. While imperfect, daily self-health screenings such as taking one's temperature can identify potential symptoms of COVID-19. To ensure that families are able to perform self-health screenings, M-DCPS has purchased enough thermometers to provide all of the 206,000 M-DCPS families with a touchless digital thermometer.

In line with the Board's allocation to municipal police departments, it is recommended a one percent hazard pay be funded for M-DSPD officers and command staff members whose primary job duties were related to COVID-19 pandemic response.

Lastly, in order to facilitate remote virtual learning during the pandemic, computers and expanded access to internet is necessary. To ensure that all students would be able to access the virtual learning environment, M-DCPS is in the process of purchasing more than 12,500 personal computers.

These services, further detailed in the scope of work included in Exhibit 1 to the attached resolution, will ensure that schools safely remain open, further support the economic recovery of our community, and implement safeguards to mitigate the spread of COVID-19 across public schools in Miami-Dade County. These figures by category of expenditures are estimates. The County and M-DCPS have been working to finalize the precise expenditure amount per category and the amounts reflected herein and in the Agreement are near final. However, to ensure that the CARES Act funds are expended by the CARES Act deadline, some flexibility in funding these categories is required. The accompanying resolution authorizes the County Mayor or County Mayor's designee to shift funding among expenditure categories so long as the total grant amount does not exceed \$15,000,000.



Jennifer Moon
Deputy Mayor



MEMORANDUM

(Revised)

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

DATE: October 26, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Special Item No. 10

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. 10
10-26-20

RESOLUTION NO. R-1139-20

RESOLUTION APPROVING A GRANT AGREEMENT WITH THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA TO PROVIDE AN AMOUNT NOT TO EXCEED \$15,000,000.00 IN FUNDS FROM THE 2020 CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT (“CARES ACT”) FOR CORONAVIRUS DISEASE 2019 (COVID-19) PANDEMIC RESPONSE EXPENSES RELATED TO THE REOPENING OF SCHOOLS; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO EXECUTE THE GRANT AGREEMENT AND DOCUMENTS, AS WELL AS AMENDMENTS, EXTENSIONS, MODIFICATIONS TO THE SCOPE AND BUDGET, AND RENEWALS OF SUCH AGREEMENTS AND DOCUMENTS, AND TO EXERCISE TERMINATION, WAIVER, AND OTHER PROVISIONS SET FORTH THEREIN; AND DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO PROVIDE REPORTS

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

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

Section 1. The matters contained in the foregoing recital and the accompanying County Mayor’s memorandum are incorporated in this resolution by reference.

Section 2. This Board approves the grant agreement (“Agreement”) attached hereto as Exhibit 1 with the School Board of Miami-Dade County, Florida (“M-DCPS”) in an amount not to exceed \$15,000,000.00 in CARES Act funds for COVID-19 pandemic response expenses related to the reopening of public schools across Miami-Dade County.

Section 3. This Board authorizes the County Mayor or County Mayor’s designee to execute the Agreement with M-DCPS, as well as other required agreements and documents to

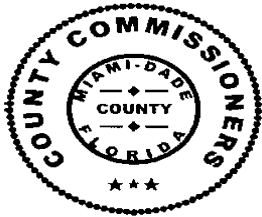
effectuate the purpose of this resolution, including amendments, extensions, modifications to the scope and the budget, and renewals of such agreements and documents, and to also exercise termination, waiver, and other provisions set forth therein, subject to approval for legal form and sufficiency by the Miami-Dade County Attorney's Office, and so long as such actions do not increase the total amount of the Agreement.

Section 4. This Board directs the County Mayor or the County Mayor's designee to provide a written report to this Board within 45 days detailing the status of the Agreement with M-DCPS, and thereafter the monthly reports provided by M-DCPS to the County for so long as the monthly reports are required under the terms of the Agreement. Such reports shall be placed on an agenda of the Board pursuant to Ordinance No. 14-65.

The foregoing resolution was offered by Commissioner **Dennis C. Moss** ,
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	absent
Daniella Levine Cava	aye
Sally A. Heyman	aye
Barbara J. Jordan	aye
Jean Monestime	aye
Sen. Javier D. Souto	aye

The Chairperson thereupon declared this resolution duly passed and adopted this 26th day of October, 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

Melissa Adames

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

LCK

Leigh C. Kobrinski

**GRANT AGREEMENT BETWEEN MIAMI-DADE COUNTY, AS GRANTOR,
AND THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, AS GRANTEE,
FOR COVID-19 PANDEMIC RESPONSE EXPENSES**

This Grant Agreement between Miami-Dade County, as Grantor, and the Miami-Dade County Public Schools, as Grantee, for Coronavirus Disease 2019 (COVID-19) pandemic response expenses (hereinafter the "Agreement" or "Grant Agreement") shall be effective as of the date of last signature (the "Effective Date"), and is made between the **School Board of Miami-Dade County, Florida** ("M-DCPS" or "Grantee"), and **Miami-Dade County** (the "County" or "Grantor") through their undersigned authorities. The County and M-DCPS may be referred to individually as a "Party," or referred to collectively as the "Parties."

Recitals

WHEREAS, education is critical to the future success of our children, and extended school closures due to COVID-19 can impede educational success of children, impact families' well-being and limit many parents and guardians from returning to work; and

WHEREAS, in addition, schools provide many services to students that are critical to the well-being of students and families, such as nutrition, socialization, counseling and extra-curricular activities; and

WHEREAS, the safe and gradual opening of schools to enable in-person instruction will ensure the quality and continuity of the educational process, the comprehensive well-being of students and families, and support economic recovery; and

WHEREAS, the County and M-DCPS have a strong and joint interest in a safe reopening of public schools in the community; and

WHEREAS, the purpose of this Grant Agreement is to provide fiscal support to MDCPS, and to state the terms and conditions upon which such support will be provided,

WHEREAS, school openings must be consistent with safety precautions as defined by the Centers for Disease Control and Prevention (CDC), the Florida Department of Health (FDOH) and the Miami-Dade County New Normal Guidebook; and

WHEREAS, M-DCPS, at every school site, will provide thermometers to the family of each student to facilitate meeting the requirement of a temperature check prior to attending in-person classes; and

WHEREAS, M-DCPS will ensure health professionals (which may include nursing staff, or other medically trained personnel such as emergency medical technicians, paramedics, and first responders) will be present or available through tele-health services to provide health services and/or in-school contact investigation or contact tracing in order to notify staff, students and families who have had close contact with staff or students who have tested positive at every school site when in-person instruction is being provided;

WHEREAS, M-DCPS will provide computers to students to participate in My School Online (MSO), a remote school option; and

WHEREAS, M-DCPS will provide a 1 (one) percent hazard pay supplement to sworn personnel of the M-DCPS Police Department for eligible hours worked between March 1, 2020 and December 30, 2020; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Terms and Conditions of Grant

I. Recitals

The Parties agree that the foregoing recitals are true and correct and are incorporated herein and shall be binding on the Parties.

II. Purpose

The purpose of this Grant Agreement is for the County to provide fiscal support in the form of a grant to M-DCPS for safe school reopening related expenses and to state the terms and conditions upon which such support will be provided. The County believes that safe school reopening will improve the health, safety and general welfare of all residents of Miami-Dade County.

III. Term and Termination

- A. This Grant Agreement shall commence on the Effective Date and shall end six months thereafter, or December 30, 2020, whichever comes first (“Term”), unless earlier terminated pursuant to the terms of this Grant Agreement or unless extended pursuant to the terms of this Grant Agreement.
- B. This Grant Agreement may be terminated without cause by either Party upon 30 days’ written notice to the other Party. In the event that the Agreement is terminated, the County shall have no further liability of payment to the Grantee other than the reimbursement of authorized expenditures incurred through the date of termination, and any expenses in connection with the safe reopening of schools or the subject matter of this Grant Agreement incurred beyond the termination date shall be sole and exclusive responsibility of the Grantee.
- C. No termination hereunder shall constitute a waiver of any rights that either Party may have based upon events occurring prior to the termination date.

IV. The Grant Award

- A. The County agrees to provide a grant award in an amount not to exceed \$15,000,000.00 (hereinafter the “Grant”) in Coronavirus Aid, Relief, and Economic Security Act (CARES Act) funds, pursuant to the terms and conditions of this Grant Agreement to support the safe reopening of schools pursuant to the terms set forth in Attachment 1 (“Safe Reopening Services”).
- B. By making the Grant, the County assumes no obligation to provide financial support of any type whatsoever in excess of the Grant for the Safe Reopening Services set forth in Attachment 1. Cost overruns are the sole responsibility of the Grantee. Grant funds will be supplied to the Grantee once the Grant Agreement is approved and subject to the conditions and limitations as outlined in this Grant Agreement and its accompanying attachment(s).
- C. The County’s obligation to provide the Grant is contingent upon an appropriation by the Miami-Dade County Mayor and the Board of County Commissioners and is subject to the availability of eligible federal funds. In the event that the County funds on which the Agreement is dependent do not materialize or are withdrawn, the Agreement shall be immediately terminated and the County has no further liability to the Grantee, beyond that already incurred by the termination date. Such termination or reduction of the total Grant shall not affect the responsibility of the Grantee under the Agreement as to any funds already distributed to the Grantee.
- D. The Parties further agree that:
 - 1. The expenditures by Grantee shall not exceed available funding under this Grant Agreement in any of the three Safe Reopening Service categories listed in Article V, Section A.
 - 2. Absent an extension of the Term, if, as of November 1, 2020, there are any unspent or surplus Grant funds, and it appears, in the County’s sole discretion, that such funds will not be able to be spent by the Grantee by December 30, 2020 for the Safe Reopening Services, the County may immediately recapture the unspent or surplus Grant funds from the Grantee at that time. Otherwise, any unspent or surplus Grant funds at the end of the Term of this Grant Agreement shall be returned to the County.
 - 3. The County Mayor or County Mayor’s Designee may increase the Grant during the Term by notifying Grantee in writing of the amount and the purpose of the change in funding.
 - 4. The name and address of the Grantee to whom payments under this Grant Agreement shall be made is:

Miami-Dade County Public Schools

Tony Vu

Treasurer

1420 NE 2nd Avenue, Suite 615

Miami, Florida 33132

pvu@dadeschools.net

(305) 995-1633

5. Payment of Grant funds under this Grant Agreement shall be made to the Grantee on a reimbursement basis upon submission by the Grantee, and upon approval by the County Mayor or County Mayor's Designee, of documentation reflecting the authorized expenditure of funds by Grantee in any of the three Safe Reopening Service categories listed in Article V, Section A pursuant to the safe reopening of schools budget set forth in Attachment 1 hereto. Documentation for all payment requests and any advance payment requests shall include, but not be limited to, copies of cost proposals, copies of original invoices, bills, vouchers, receipts or canceled checks (front and rear) clearly designating payment for expenses associated with the Safe Reopening Services.
6. The Grant may be reduced in an amount that is equal to any other state or federal or local funding, grant, gift or award to M-DCPS to cover the safe reopening of schools. Evidence documenting the expenditure of funds under this Agreement must be for distinct expenses that are not part of the substantiation provided to justify expenses as part of any other federal or state or local funding, grant, or gift awarded to the Grantee covering this same grant period or project. The County Mayor or the County Mayor's Designee reserves the right to request original documentation to substantiate expenditures under this Grant Agreement, and to request evidence of matching support.
7. The Grant is expressly subject to the conditions and limitations set forth in this Grant Agreement, and the County shall have no obligation to provide any funds or in-kind goods or services except as expressly set forth herein.
8. **The Grant Expenditure Deadline is December 30, 2020. Costs incurred for the Safe Reopening Services must take place after March 1, 2020 and prior to this December 30, 2020 deadline.** This deadline may be extended in the event the federal government extends the date upon which the County must expend the CARES Act funds. Any extension of the Grant Expenditure Deadline and the Term of this Agreement must be memorialized in writing in the form of a letter from the County to the Grantee ("Extension Letter"). If the Grant Expenditure Deadline and the Term of this Agreement is extended, the Grantee shall continue to provide the County the monthly reports detailed below until the expiration of the date set forth in the Extension Letter.

9. Commencing on the first day of the month following the Effective Date of this Agreement and continuing every 1st of every month thereafter until all Grant funds have been expended by Grantee or until the Term of the Agreement expires, whichever is later, the Grantee shall, via electronic mail, provide a report to the Grantor detailing the activities performed under this Agreement and its expenditure of funds. The report shall include details about: (i) the thermometers purchased (including number, type, date of purchase, date of receipt of purchase); (ii) the thermometers distributed (including the school site, the number distributed per school site, the date of distribution); (iii) the number of health professionals present and available and the schools to which they are present and/or available and the number and nature of health service encounters rendered; (iv) the number of computers purchased and date of purchase; (v) the computers distributed (including the school site, the number distributed per school site, the date of distribution); (vi) an account of any state or federal or local funding, grant(s), gift(s) or award(s) received by M-DCPS to cover the safe reopening of schools, the date of award, and the amount of award; and (vii) any reporting specified in Attachment 1.

V. The Safe Reopening of Schools

- A. The Grantee agrees that the Grant shall only be used for the specific purpose of supporting the safe reopening of schools as described in this Grant Agreement and in Attachment 1. As a condition of the Grant, the Grantee shall provide those services as set forth in Attachment 1 hereof, including without limitation, the following:
 1. Provide a thermometer, as illustrated in Attachment 1, to the family of each M-DCPS student in Pre-K through 12th grade. In the event a family has more than one student, only one thermometer will be provided.
 2. Provide health professionals will be present or available through tele-health services to provide health services at each school site for health services, as described in Attachment 1.
 3. Implement the Tracing Response Team to conduct in-school contact tracing efforts through the school district.
 4. Provide a 1 (one) percent hazard pay supplement to sworn personnel of the M-DCPS Police Department for eligible hours worked between March 1, 2020 and December 30, 2020, as described in Attachment 1.
 5. Purchase computers for student use to facilitate MSO.
 6. Continue to collaborate with the County to expand internet access for students and parents throughout the County.

- B. The Grantee agrees to demonstrate fiscal stability and the ability to administer grant funds responsibly and in accordance with standard accounting practices and federal requirements by developing and adhering to a project budget that is based upon reasonable projections to accomplish the safe reopening of schools covered under this Grant Agreement. The budget for the Grantee's safe reopening of schools is set forth in Attachment 1 and is attached to and incorporated into this Grant Agreement.
- C. The Grantee agrees that all expenditures will be subject to and in accordance with the terms of this Agreement and Attachment 1, and will conform to the maximum extent possible to the federal CARES Act and Coronavirus Relief Fund requirements and guidance, as may be issued or amended. Grant funds must not be used for anything prohibited by the CARES Act or by the Coronavirus Relief Fund requirements and guidance, as may be issued or amended. Grantee shall be strictly liable for any misuse or unauthorized use of the Grant funds and shall repay such funds to the County.**
- D. MDCPS further agrees and expressly understands that any grant budget revisions, including line item changes necessary for the purpose of completing the safe reopening of schools, must be approved in writing by the County Mayor or County Mayor's Designee.
- E. To demonstrate that the Grantee has used the Grant for the safe reopening of schools project as approved in the itemized project budget set forth in Attachment 1, and has met and fulfilled all requirements as set forth in this Grant Agreement, the Grantee must comply with federal or state single audit act requirements, as applicable, and upon completion submit a copy of the single audit to the County Mayor or County Mayor's designee. The County Mayor or County Mayor's Designee, in his or her sole discretion, may also require that a compilation statement or independent financial audit encompassing the entire grant period and accounting for the expenditure of grant funds be prepared by an independent certified public accountant, at the expense of the Grantor, and may also request that any contractor or subcontractor of M-DCPS submitting invoices for reimbursement under this Grant execute a certification under the County's False Claims Ordinance.

VI. Accounting and Financial Review

The Grantee agrees that Grant funds, upon receipt by Grantee, shall be transferred to, and be administered by Grantee from, a separate account and shall continuously be held, tracked, and administered from such separate account for the duration of this Agreement and in accordance with the purposes and restrictions set forth in this Agreement.

The Grantee must keep accurate and complete books and records for all receipts and expenditures arising out of or relating to this Grant and any matching funds required in conformance with reasonable general accounting standards. These books and records, as well as all documents pertaining to payments received and made in conjunction with this Grant, including without limitation vouchers, bills, invoices, receipts and canceled checks, shall be retained in

Miami-Dade County in a secure place and in an orderly fashion by the Grantee for at least seven (7) years after: the end of the Term of this Grant Agreement; the expiration of any extended grant period; the completion of a County requested or mandated audit or compliance review; the conclusion of a legal action involving this Grant Agreement, the Grantee or activities related to the Grant. The County may examine these books, records, and documents at the Grantee's offices or other approved site under the direct control and supervision of the Grantee during regular business hours and upon reasonable notice. Furthermore, the County may, upon reasonable notice and at the County's expense, audit or have audited all financial records of the Grantee, whether related or unrelated to this Agreement.

VII. Conformity to State or Federal Funding Requirements

To the extent necessary to secure reimbursement from any federal or state government funding source, program, or payor that may become available, the Parties agree that the terms of this Grant Agreement shall conform to any material funding requirements. Grantee shall ensure that any subcontracts it enters into shall, to the maximum extent possible, comply with the provisions of 2 C.F.R. 200.036, and any other provisions as would be required of a contract funded in whole or in part by the federal government, including the FEMA or CARES Act – Coronavirus Relief Fund grants.

VIII. Federal Audit

If the County is subject to a federal audit, including without limitation a federal audit of CARES Act funds, the Grantee shall provide any and all records related to this Agreement that are not confidential pursuant to section 381.0031(6), Florida Statutes or rule 64D-3.036, Florida Administrative Code, subject to approved authority/authorities requesting that information under a lawful basis, in Grantees possession that are needed by the County to comply with the audit requirements. Grantee shall be given reasonable advance notice to gather the requested documentation, but no later than the notice provided to the County by the CARES Act auditors.

IX. Grantee's Representations

M-DCPS represents that:

- A. It has the experience, capabilities, and other resources to accurately, efficiently, and diligently perform the Safe Reopening Services,
- B. It will undertake the Safe Reopening Services in a professional and competent manner and will utilize due diligence and devote the necessary personnel to perform hereunder.
- C. It shall act and shall require any persons or entities performing on its behalf to act, in accordance and in compliance with any and all applicable federal, state, or local laws, rules, and regulations.

- D. The County shall not bear any responsibility or liability for the acts, omissions, or judgments of M-DCPS or any persons or entities performing on its behalf.

X. Liability

The County will not assume any liability for the acts, omissions to act, or negligence of, the Grantee, its agents, servants, employees or subcontractors.

Subject to the limitations set forth in section 786.28, Florida Statutes, the Grantee shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the Agreement by the Grantee or its employees, agents, servants, partners, principals or subcontractors. Additionally, the Grantee shall pay all claims and losses in connection therewith, and shall investigate and, at the option of the County, defend all claims, suits, or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorney's fees which may issue thereon. Grantee expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Grantee shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the County or its officers, employees, agents, and instrumentalities as herein provided. Neither the County nor the Grantee waives any defense of sovereign immunity, or increases the limits of its liability, by entering into this Agreement.

XI. Grantee's Subcontractors

The Grantee shall be responsible and liable for all work performed and all expenses incurred in connection with this Agreement, including, but not limited to, the appropriate expenditure of funds under the CARES Act. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement and shall be similarly responsible for and liable for all work performed and all expenses incurred by the subcontractors in connection with this Agreement. The Grantee shall ensure that all terms and conditions contained in this Agreement apply to all subcontracts.

The County shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be "independent contractors" and will not be considered or permitted to be agents, servants, joint venturers or partners of the County.

XII. Non-Assignment of Agreement

Neither the County nor Grantee may subcontract, assign, sublicense or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the other party, which consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the Safe Reopening Services. If the County approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. Any purported assignment that does not receive consent will render this Grant null and void and the Grantee shall be subject to immediate rescission of the full amount of the Grant and reimbursement by the Grantee of its full value to the County.

XIII. Parties in Interest; Limitation on Rights of Others

The terms of this Agreement shall be binding upon, inure to the benefit of and be enforceable solely by the Parties and their permitted successors and assigns, and nothing in this Agreement or by virtue of the transactions contemplated hereby, whether express or implied, shall be construed to constitute, create, or confer rights, remedies, or claims in or upon any person (as third-party beneficiary or otherwise) not a party hereto, or to create obligations or responsibilities of the parties to such persons, or to permit any person other than the Parties and their respective successors and assigns to rely upon or enforce the covenants, conditions and agreements contained herein.

XIV. Notices

Any and all notices and other communications required or permitted to be given hereunder shall be made in writing and shall be personally delivered, sent by registered or certified mail, sent by overnight courier (such as UPS or FedEx), or sent via electronic mail and addressed as follows, unless such address is changed by written notice hereunder:

If to M-DCPS:

The School Board of Miami-Dade County, Florida
Attn: Alberto M. Carvalho, Superintendent
1450 N.E. Second Avenue, Suite 912
Miami, Florida 33132

With a copy to:

The School Board of Miami-Dade County, Florida
Office of Intergovernmental Affairs, Grants Administration, &
Community Engagement
Iraida R. Mendez-Cartaya, Associate Superintendent
1450 N.E. Second Avenue, Suite 931
Miami, Florida 33132

And a copy to:

The School Board of Miami-Dade County, Florida
Attn: Walter J. Harvey, School Board Attorney

1450 N.E. Second Avenue, Suite 430
Miami, Florida 33132

If to the County:

Miami-Dade County, Office of the County Mayor
Attn: Jennifer Moon, Deputy Mayor
Stephen P. Clark Center
111 NW 1st Street, Suite 2910,
Miami, Florida 33128
Jennifer.Moon@miamidade.gov

Any such notice shall be effective on the date of its receipt.

XV. Compliance and Conformity to State or Federal Funding Requirements

The Parties shall perform all activities arising from or governed by the Grant Agreement in strict compliance with applicable federal, state, and local laws, regulations, and requirements. The Grantee shall be responsible for compliance related to its conduct and its personnel for all activities performed pursuant this Grant Agreement. The County shall be responsible for compliance related to its conduct and its personnel related to this Grant Agreement.

XVI. Special Conditions

The grant is awarded to this Grantee with the understanding that the Grantee is performing a public purpose through the programs, projects and services recommended for support. Use of these funds for any program component not meeting this condition will be considered a material breach of the terms of this Grant Agreement and will allow the County to seek remedies including, but not limited to those outlined in this Grant Agreement.

In addition to any other limitation on the use of Grant funds found in this Agreement, Grant funds may not be used for any of the following types of expenses: proposal preparation; repayment of prior debt or deficit reduction; debts, contingencies, fines and penalties, interest and other financial costs; indirect costs or mark-ups; expenses incurred or obligated prior to or after the grant period; travel or transportation costs; remuneration of County employees for any services rendered as part of a project receiving a grant through the County; social/fundraising events; beauty pageants; or sporting events played or hosted outside of Miami-Dade County; income generating events for an organization other than the applicant organization; hospitality costs including private entertainment, food, beverages, decorations or affiliate personnel, with the exception of artists; cash prizes, awards, plaques, or scholarships; re-granting; lobbying the County Commission or the County Mayor, the judicial branch, or any public agency or office, nor for propaganda materials; charitable contributions or donations; or events which are restricted to private or exclusive participation (by invitation and/or purchase requirements that exceed the cost of a typical, standard ticket to an event/performance), including restricting access to programs or facilities on the basis of race

or ethnicity, color, creed, national origin, religion, age, gender, sexual orientation or physical ability.

XVII. Breach of Agreement and Remedies

If the Grantee or its subcontractors fails to fulfill its obligations herein, improperly expends and manages Grant funds, fails to prepare, preserve or surrender records required by this Agreement, or otherwise violates this Agreement, the Grantee shall be in breach of this Agreement. In the event the Grantee breaches this Agreement or fails to materially conform with any of the provisions of the Agreement or its attachments referenced herein, the County Mayor or Mayor's designee may demand the return of Grant funds already received, and may withhold or cancel all, or any, unpaid installments of the Grant upon giving five (5) calendar days written notice to the Grantee, and the County shall have no further obligation to the Grantee under this Grant Agreement. These provisions do not waive or preclude the County from pursuing any other remedy, which may be available to it under the law.

XVIII. Florida Public Records Act

As it relates to this Agreement and any subsequent agreements and other documents related to the Grant, the Grantee, pursuant to Section 119.0701 of the Florida Statutes, shall:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform its obligations under this Agreement.
- B. Upon request from the County's custodian of public records identified herein, provide the County with a copy of the requested records or allow the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in the Florida Public Records Act, Miami-Dade County Administrative Order No. 4-48, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement's term and following completion of the obligations under this Agreement if the Grantee does not transfer the records to the County. Nothing in this Agreement shall be construed as a waiver of any exemption from disclosure Grantee may have under Florida law, without limitation.
- D. Meet all requirements for retaining public records and transfer to the County, at no cost to County, all public records created, received, maintained and/or directly related to the performance of this Agreement that are in possession of the Grantee upon termination of this Agreement. Upon termination of this Agreement, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements, except to the extent prohibited by record retention requirements applicable to federal credit unions.

For purposes of this Section, the term “public records” shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the County.

Grantee’s failure to comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes shall be a breach of this Agreement and the County may, at the County’s sole discretion, avail itself of any of the remedies for breach set forth under this Agreement or available at law or equity. In the event the Grantee fails to meet any of these provisions or fails to comply with Florida’s Public Records Laws, the Grantee shall be responsible for indemnifying the County in any resulting litigation and will. In addition, the Grantee will forever stipulate and be obligated to intervene and defend its claim that any public record is confidential, trade secret, or otherwise exempt from inspection and copying under Florida’s Public Records Laws for any public records request arising out of or relating to the Agreement. Grantee’s obligations under this section of the Agreement shall survive termination of this Agreement.

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

**MIAMI-DADE COUNTY
OFFICE OF MANAGEMENT AND BUDGET-GRANTS COORDINATION
111 N.W. 1st STREET, 22nd FLOOR
MIAMI, FLORIDA 33128
ATTN: BARBARA SOTO
EMAIL: BARBARA.SOTO@MIAMIDADE.GOV**

XIX. Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (“IPSIG”), whenever the County deems it appropriate to do so. Subject to all applicable laws, upon written notice from the County, Grantee shall make available to the IPSIG retained by the County all requested records and documentation pertaining to this Agreement for inspection and reproduction. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of Grantee in connection with, and as and when provided under, this Agreement.

XX. Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, Florida, as amended by Ordinance No. 99-63, the County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The audit cost shall be assumed by the County, and Grantee shall have no liability to pay the cost, therefore.

- A. Nothing contained above shall in any way limit the powers of the Miami-Dade County Inspector General to perform audits on all County contracts, provided that neither the Miami-Dade County Inspector General nor IPSIG shall be entitled to receive, review or copy any documents that are privileged, confidential or proprietary to Grantee. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County contracts, transactions, accounts, records and programs. In addition, the Miami-Dade County Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs, all at no cost or expense to Grantee. The Miami-Dade County Inspector General is empowered to retain, at no expense or cost to Grantee, the services of an IPSIG to, subject to all Applicable Laws, audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement processes, including but not limited to project design, specifications, proposal submittals, activities of Grantee, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with the Agreement and to detect fraud and corruption.
- B. Subject to all Applicable Laws and the terms and conditions herein, upon written notice to Grantee from the Inspector General or IPSIG retained by the Inspector General, Grantee shall make all requested records and documents, that are not confidential pursuant to section 381.0031(6), Florida Statutes, or rule 64D3-3.036, Florida Administrative Code, subject to approved authority/authorities requesting that information under a lawful basis, available to the Inspector General or IPSIG for inspection and copying, at no cost or expense to Grantee. The Inspector General and IPSIG shall have the right to inspect and, at no cost or expense to Grantee, copy all such documents and records in the Grantee's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the Agreement.

XXI. Intellectual Property

All books, manuals, films or other materials suitable for copyright or patent, regardless of means of transmission, produced as a result of the work or services performed under or in connection with this Agreement, are hereby reserved as the exclusive property of and sole ownership by the Grantee, unless otherwise agreed to in writing and included as part of this Agreement. As to any such patentable or copyrightable materials, Grantee agrees to grant to

the County a worldwide, perpetual, royalty-free and non-exclusive license to use such intellectual property.

XXII. Miscellaneous

- A. The Parties intend to act and to be construed at all times as independent contractors. No Party has express, apparent, or implied authority to act for another Party or to hold itself out as acting for another Party.
- B. This Grant Agreement, together with its attachments, constitutes the entire agreement between the Parties and supersedes all prior agreements and memoranda of understanding, whether written, oral or otherwise.
- C. Any alteration, modification, or amendment to this Grant Agreement must be in writing and executed by authorized representatives of each of the Parties.
- D. If any provision of this Grant Agreement conflicts with the law under which this Grant Agreement is to be construed, or if any such provision is held invalid by a court of competent jurisdiction, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law and the remainder of this Grant Agreement shall remain in full force and effect.
- E. This Grant Agreement shall be binding upon the Parties, their heirs, successors or assigns. The Parties shall not assign or delegate any rights or responsibilities under this Grant Agreement.
- F. This Grant Agreement shall be governed by and construed in accordance with laws of the State of Florida without reference to its conflict of law principles. The Parties forever stipulate that any litigation arising out of or relating to the terms of this Grant Agreement shall take place in exclusively federal or state court located in Miami-Dade County, Florida, unless waived by both parties in writing. Each Party shall be responsible for their own attorney fees and costs.
- G. Waiver or forbearance by either Party with respect to a breach of any provision of this Grant Agreement or any applicable law shall not be deemed to constitute a waiver with respect to any subsequent breach of any provision hereof.
- H. Each party shall bear its own expenses in connection with the negotiation and preparation of this Agreement, and the performance of all of its obligations under this Agreement.
- I. Any heading preceding the text of the several sections of this Agreement shall be solely for convenience of reference and shall not affect the meaning, construction, or effect of this Agreement. In the event of any conflict between any such heading and the text thereunder, the text shall control.

J. This Grant Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same document.

IN WITNESS WHEREOF, the Parties hereby enter into this Grant Agreement between Miami-Dade County, as Grantor, and the School Board of Miami-Dade County, as Grantee, for the safe reopening of schools.

[SIGNATURE PAGE FOLLOWS]

<p>The School Board of Miami-Dade County, Florida</p> <p>SIGNATURE: _____</p> <p>NAME: _____</p> <p>TITLE: _____</p> <p>DATE: _____</p>	<p>Miami-Dade County</p> <p>SIGNATURE: _____</p> <p style="text-align: center;">County Mayor</p> <p>DATE: _____</p>
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SUBMITTED BY:	

Charge Location Administrator Signature	Date

Regional Superintendent/Division Head Signature	Date
(as applicable)	

Office of Grants Administration Signature	Date
(if applicable)	
<p><small>NOTE: Signature of Assistant Superintendent for the Office of Intergovernmental Affairs and Grants Administration required ONLY for contracts financed from Contracted Programs Funds (Part IV).</small></p>	

(as to the School Board):

Risk Management	Signature	Date
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(as to the School Board):

Procurement Management	Signature	Date
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(as to the School Board):

School Board Attorney - Signature	Date
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Miami-Dade County Public Schools Scope of Work and Associated Costs

In the fight to mitigate the spread of COVID-19, Miami-Dade County Public Schools (M-DCPS) has experienced an astronomical increase in costs as we prepare to re-open safely and responsibly and offer high-quality educational opportunities for all children. The increased expenditures are associated with on-line digital educational content, computers/devices, home internet access, retrofitting of school buses and classrooms, personal protective equipment for students and staff, sanitization equipment and supplies, health professionals in our schools, contact tracing, as well as other expenses.

In partnership with the County, the two governmental entities can leverage resources that support countywide internet access for businesses, employees and students, costs associated with mitigating the virus entering the schoolhouse, health professionals at every school, and contact tracing within the school site.

The following financial support is requested from the County:

- Expanded internet access throughout the County;
- Contact tracing software and enhanced capacity;
- Expansion of health services to all schools;
- Thermometers for approximately 206,000 families;
- Computers for students to use for My School Online; and
- School Police Emergency Funds

A. Healthcare Services In-school and Contact Tracing Response Team

The school nurse plays a crucial role in the seamless provision of comprehensive health services to children and youth. Increasing numbers of students enter schools with chronic health conditions that require management during the school day. The school nurse provides preventive services, early identification of problems, interventions, and referrals to foster health and educational success. To optimally care for children, preparation, ongoing education, and appropriate staffing levels of school nurses are important factors for success.

With the current COVID-19 pandemic, M-DCPS anticipates that children may become sick throughout the school day and will therefore need to be isolated and treated appropriately. A school nurse or health professional at every school site is critical during a health crisis such as the one we are currently facing. School nurses are critical for timely monitoring and screening of health concerns, facilitating and providing medical assistance, and coordinating efforts at the school with the department of health and other entities.

1. Healthcare Services Staffing Model:

- Expand school health clinic services to include approximately 365 schools.
- Assign Licensed Practical Nurses (LPN) or other health medical professional such as emergency medical technicians, paramedics, first responders at the schools to perform duties and activities necessitated by the COVID-19 pandemic.
- Assign one (1) Registered Nurse (RN) for every five (5) LPN's to provide clinical supervision and delegation of the LPN
- It should be noted that an LPN cannot perform duties without the supervision of the RN.
- These services will be provided through contracted services.

Cost estimate for school health services:

- Approximately \$30-78/hour for 6 hours per school day (62 days) at 365 school sites
- Cost estimates have been revised based on actual responses received from current providers of services. The number of days has been reduced because of physical school opening has been delayed, however, there is a need for training, setting up the area at each of the school site, and we are anticipating the possibility of opening physically in waves for certain children that meet criteria established. Funding derived from this agreement will be used to support the activities through December 30, 2020, subject to any extension provided by the funder.

Based on these estimates, the Healthcare Services Cost will be **\$7,429,712**.

2. Contact Tracing

The Florida Department of Education encourages school districts and schools to have investigative procedures and communication protocols in place to work with local health officials on confirmed cases of COVID-19 involving students and staff. Once there is a confirmed case it is imperative to respond immediately by initiating in-school contact investigation and in-school contact tracing. During a pandemic, a thorough investigation, identification of individuals that may have been exposed, and immediate implementation of mitigation strategies can make the difference between disease control or an outbreak. The Florida Department of Health (FDOH) collaborates with the school district on all investigations but relies on school Districts to perform the in-school investigation / tracing.

To help prepare for a confirmed case, M-DCPS needs a team of registered practical nurses (RN) who has the medical background to work directly with school principals and the District's school health office to oversee the in-school contact investigation/tracing throughout the District. Because these RNs have the necessary medical background, they can also assist the school principal with notifications and can meet with concerned parents. These independently contracted nurses will function as part of the Contact Investigation / Tracing Response Team under the supervision of the school District's Student Health Office.

Twelve (12) contracted nurses at an annual contract amount of \$64,000, for three (3) months, or \$192,000. Additionally, those nurses will need supplies in carrying out their duties:

Supply Description	QTY	Approximate Cost	Purpose
Laptops & Computer Accessories (i.e. mouse pads, mouse, hubs, flash drives) (12 RNs x approximately \$850.00 = \$10,200.00)	12	\$10,200	To be utilized in their day-to-day functions throughout the school year.
iPads (12 RNs x approximately \$500.00 =	12	\$6,000	To be utilized in their day-to-day functions throughout the school year.
PPE & Hygiene Equipment for RNs (12 RNs x \$1,500.00 = \$18,000) (Disposable masks, gloves, shields (if needed), sanitizer, wipes, disinfectant sprays, etc.)	12	\$18,000	Supplies to be utilized throughout the school year

Based on this information, the total cost for the Contact Tracing effort will be **\$226,200**.

B. Thermometers

CDC guidelines and recommendations state, it is critical that individuals and children who are sick remain at home to prevent the community spread of the virus. While it is not recommended for schools to take the temperature of students and staff, M-DCPS will be asking our staff and families to adhere to CDC recommendations and perform self-health screenings daily prior to arriving at a school bus stop and/or school. One of the key symptoms of COVID-19 is a fever. Therefore, we are requesting financial support from the County to ensure that families throughout our community have a thermometer to take their child's/children's temperature prior to school. M-DCPS serves 206,000 families.

Some of the touchless thermometers are quite expensive; however, we have identified three potential vendors below that are affordable, with total costs ranging \$1.8 million to \$2.5 million to serve all M-DCPS families. Costs are estimated based on the best bid received of \$10.24 for unit for 206,000 families, totaling **\$2,109,440**.

C. Hazard Pay for School Police

Pursuant to the CARES Act, a hazard pay supplement will be paid for hours worked by front-line officers and supervisors and other sworn personnel who were responsible for COVID-19 pandemic response related activities. Actual payment will be based on documentation of hours work.

Estimates are based upon a one (1) percent hazard pay supplement paid to 452 front-line employees and 14 sworn supervisors and managers (includes Chief of Police and administrative team), from March 1, 2020 through December 31, 2020.

The total cost including fringes is \$234,648.

D. Computers

To facilitate remote virtual learning of students which has been required in order to continue school services during the pandemic, computers and access to internet is necessary. So that all students would be able to access the virtual learning environment, the district will purchase 12,614 computers (HP ProBook X360 11EEG5), or similar, at a unit cost of \$396.38, for a total of **\$5,000,000**.

The total request, including all elements, is **\$15,000,000**.