

MEMORANDUM

Agenda Item No. 11(A)(13)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: September 1, 2022

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution authorizing the County Mayor to receive and expend, on behalf of the Domestic Violence Oversight Board, a grant of \$125,000.00 from the City of Miami Beach for the provision of services to victims of domestic violence residing in or visiting the City of Miami Beach; authorizing the County Mayor to execute a Memorandum of Understanding with the City of Miami Beach for the expenditure of the grant funds, and to exercise all provisions set forth therein; further authorizing the County Mayor to apply for, receive, and expend additional future grant funds from the City of Miami Beach for this purpose, and to execute other documents necessary for receipt and expenditure of such grant funds and to exercise all provisions set forth therein

Resolution No. R-850-22

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Rebeca Sosa.


Geri Bonzon-Keenan
County Attorney

GBK/smm



MEMORANDUM

(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: September 1, 2022

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 11(A)(13)

Please note any items checked.

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 11(A)(13)
9-1-22

RESOLUTION NO. R-850-22

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO RECEIVE AND EXPEND, ON BEHALF OF THE DOMESTIC VIOLENCE OVERSIGHT BOARD, A GRANT OF \$125,000.00 FROM THE CITY OF MIAMI BEACH FOR THE PROVISION OF SERVICES TO VICTIMS OF DOMESTIC VIOLENCE RESIDING IN OR VISITING THE CITY OF MIAMI BEACH; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF MIAMI BEACH FOR THE EXPENDITURE OF THE GRANT FUNDS, AND TO EXERCISE ALL PROVISIONS SET FORTH THEREIN; FURTHER AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO APPLY FOR, RECEIVE, AND EXPEND ADDITIONAL FUTURE GRANT FUNDS FROM THE CITY OF MIAMI BEACH FOR THIS PURPOSE, AND TO EXECUTE OTHER DOCUMENTS NECESSARY FOR RECEIPT AND EXPENDITURE OF SUCH GRANT FUNDS AND TO EXERCISE ALL PROVISIONS SET FORTH THEREIN

WHEREAS, on October 30, 2019, the City of Miami Beach ("City") adopted Resolution No. 2019-31082, directing the City Mayor to allocate funding in the amount of \$250,000.00, to be divided equally between the Miami-Dade County Homeless Trust and the Miami-Dade County Domestic Violence Oversight Board, to provide services for the homeless and victims of domestic violence; and

WHEREAS, in Resolution No. R-431-22, this Board authorized the County Mayor to receive and expend funds from the City in the amount of \$125,000.00 to support services for the homeless; and

WHEREAS, this Board likewise wishes to authorize the County Mayor to receive and expend grant funds from the City in the amount of \$125,000.00 to support the provision of services to victims of domestic violence residing in or visiting the City, including, but not limited to, rental assistance, relocation assistance, and supportive services,

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

Section 1. Authorizes the County Mayor or County Mayor's designee to receive and expend, on behalf of the Domestic Violence Oversight Board, a grant of \$125,000.00 ("grant funds") from the City of Miami Beach ("City") for the provision of services to victims of domestic violence residing in or visiting the City.

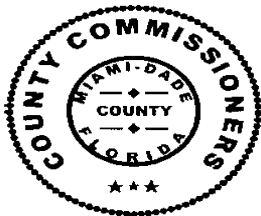
Section 2. Authorizes the County Mayor or County Mayor's designee to execute a Memorandum of Understanding with the City for the expenditure of the grant funds, in substantially the form attached hereto as Exhibit A, and authorizes the County Mayor or County Mayor's designee to exercise all provisions set forth therein, including termination, amendment, and indemnity provisions, provided that such amendments do not alter the purpose of the agreement, and subject to approval by the County Attorney's Office for form and legal sufficiency.

Section 3. Authorizes the County Mayor or County Mayor's designee to apply for, receive, and expend additional future grant funds that may become available from the City for this purpose, to execute any agreements that may be necessary for the receipt and expenditure of additional future grant funds, and to exercise all provisions set forth therein, subject to approval by the County Attorney's Office for form and legal sufficiency.

The Prime Sponsor of the foregoing resolution is Commissioner Rebeca Sosa. It was offered by Commissioner **Sally A. Heyman**, who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa** and upon being put to a vote, the vote was as follows:

	Jose "Pepe" Diaz, Chairman	aye	
	Oliver G. Gilbert, III, Vice-Chairman	aye	
Sen. René García	absent	Keon Hardemon	aye
Sally A. Heyman	aye	Danielle Cohen Higgins	aye
Eileen Higgins	aye	Joe A. Martinez	absent
Kionne L. McGhee	aye	Jean Monestime	aye
Raquel A. Regalado	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 1st day of September, 2022. 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: 
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

LCK

Leigh C. Kobrinski

MIAMI BEACH

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MIAMI BEACH AND MIAMI-DADE COUNTY THROUGH ITS COMMUNITY ACTION AND HUMAN SERVICES DEPARTMENT

This Memorandum of Understanding (MOU) is made and entered into this _____ day of _____, 20 ____ by and between the **City of Miami Beach, Florida** (hereinafter the "City"), and **Miami Dade County through its Community Action and Human Services Department** (hereinafter M-DCAHSD). This Agreement is effective October 1, 2021, the "Effective Date."

ARTICLE I / PROJECT SUMMARY

M-DCAHSD:	Miami Dade County, Community Action and Human Services Department
M-DCAHSD CONTRACT ADMINISTRATOR:	Salvador Najarro, Assistant Director
ADDRESS:	701 NW 1st Court
CITY, STATE, ZIP:	Miami, FL 33136
PHONE, FAX, E-MAIL:	(786) 469-4752, 786-469-4703, Salvador.Najarro@miamidade.gov
PROJECT AMOUNT:	\$125,000
PROJECT DESCRIPTION:	See Exhibit 1 hereto
TERM:	October 1, 2021 – September 30, 2022
EXPENDITURE DEADLINE:	September 30, 2022
PROJECT COMPLETION DATE:	September 30, 2022
FINAL REPORT DEADLINE:	October 15, 2022
FINAL REIMBURSEMENT	November 15, 2022
REQUEST DEADLINE:	October 15, 2022

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

FOR CITY:

City of Miami Beach, Florida

ATTEST:

By: _____
Rafael E. Granado, City Clerk

Alina T. Hudak, City Manager

Date

FOR M-DCAHSD:

**Miami-Dade County, Community
Action and Human Services
Department**

ATTEST:

By: _____

Authorized Signature

Print Name and Title

Print Name and Title

Date

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

Page 2



City Attorney

12/15/21

Date

ARTICLE II / GENERAL CONDITIONS

1. **PARTIES:** The parties to this Agreement are M-DCAHSD listed in Article I, and the City, a municipal corporation organized under the laws of the State of Florida. The City has delegated the responsibility of administering this MOU to the City Manager or the City Manager's authorized designee (the "Contract Administrator").

2. **PROJECT DESCRIPTION:** M-DCAHSD may only use the project funds for the purposes that are specifically described in the Project Description, attached hereto as Exhibit 1. Any modification to Exhibit 1, Project Description, shall not be effective unless approved by a written amendment to this Agreement signed by the City and M-DCAHSD.

3. **PROJECT BUDGET:** Subject to the availability of City funds, the maximum amount payable to M-DCAHSD for goods or services rendered under this Agreement shall not exceed the Project Amount as set forth in Article I of this Agreement. M-DCAHSD agrees that should available City funding be reduced, the amount payable under this Agreement will be reduced at the sole option of the City of Miami Beach. All of M-DCAHSD's expenditures are subject to the terms of this Agreement, and as specified in the Project Description. Notwithstanding the foregoing, no modification to the Project fund amount shall exceed the Project Amount set forth in Article I of this Agreement. Any request by M-DCAHSD to modify the Project amount shall be made in writing, using City approved forms, detailing and justifying the need for such changes.

4. **REPORTS:** The Project funds have been awarded with the understanding that the activities and services contemplated under the Project Description will mutually contribute to the enhancement of services available to City residents and visitors. As a condition of disbursements of Project funds, and to demonstrate that the Project funds are fulfilling, or have fulfilled, their purpose, M-DCAHSD must submit quarterly reports to the Contract Administrator by the following dates: January 15th, April 15th, July 15th, and the final report by October 15th.

New Project awards will not be released to M-DCAHSD until all Final Reports for previously awarded Project funds are received. The City may withhold any future payments of Project funds, or the award of any subsequent Project funds, if it has not received all reports required to be submitted by M-DCAHSD, or if such reports do not meet the City's reporting requirements. Any reports may be disseminated by the City without the prior written consent of M-DCAHSD. All quarterly reports must be submitted on Exhibit 2, the Project Quarterly Status Report Form, detailing M-DCAHSD's compliance at the time of a partial reimbursement request.

5. **REIMBURSEMENT REQUESTS/BALANCE OF PROJECT FUNDS UPON EXPENDITURE**

DEADLINE: For the initial term and any annual renewal term thereafter, M-DCAHSD shall receive funds via an initial draw, in the amount of \$125,000 ("Initial Draw") within twenty (20) days from the Effective Date. M-DCAHSD shall provide the City with copies of all receipts, invoices, cancelled checks (with copies of both front of back) and proof of expenditures of Project funds. M-DCAHSD shall provide the City with and shall categorize all receipts, invoices, cancelled checks, and other documentation, according to the categories set forth in the Project budget. Invoices and checks must be directly related to expenses for project-funded activities taking place within the 2021-22 Fiscal Year.

In the absence of a default under the Agreement, as described in Section 17, any uncommitted Project funds which remain in the possession or under the control of M-DCAHSD as of the date of the Expenditure Deadline specified in this Agreement shall vest in M-DCAHSD for use after the Expenditure Deadline, unless the parties agree to extend the expenditure deadline for any uncommitted Project funds pursuant to an amendment to the Agreement.

6. **PROJECT AMOUNT AND PAYMENT SCHEDULE:** The total amount of the Project funds is set forth in Article I, subject to the restrictions set forth herein. In awarding the Project funds, the City assumes no obligation to provide financial support of any type whatsoever in excess of the total Project amount. Cost overruns are the sole principal responsibility of M-DCAHSD. The Project funds will only be remitted to M-DCAHSD once the Mayor and City Commission have approved the funding award, and once all parties have executed this Agreement.

7. **PROJECT RESTRICTIONS:** Project funds awarded pursuant to this Agreement may not be used for the following expenditures: remuneration of City employees for services rendered as part of a Project funded by these Project funds; debt reduction; social and/or fundraising events; cash prizes; lobbying or propaganda materials; charitable contributions; or events not open to the public.

8. **NO GUARANTEE OF FUNDING:** M-DCAHSD acknowledges that the receipt of these Project funds does not imply a commitment on behalf of the City to continue or provide funding beyond the terms specified in this Agreement.

9. **PROGRAM MONITORING AND EVALUATION:** The City Manager or the City Manager's designee may monitor and conduct an evaluation of the Project under this Agreement, which may include, with or without limitation, visits by City representatives to M-DCAHSD's offices and/or the site of any project funded by these Project funds, to observe M-DCAHSD's programs, procedures, and operations, or to discuss the M-DCAHSD's programs with M-DCAHSD personnel; and/or requests for submittal of additional documentation or written reports, prior to the Project completion date, evidencing M-DCAHSD's progress on the Project.

10. **BANK ACCOUNTS AND BONDING:** M-DCAHSD shall maintain all monies received pursuant to this Agreement in an account with a bank or savings and loan association that is located in Miami-Dade County. M-DCAHSD shall provide the City with the name of the bank or savings and loan association, as well as the name and title of all individuals authorized to withdraw or write checks on Project funds.

11. **ACCOUNTING AND FINANCIAL REVIEW:** Funded activities by these Project funds must take place during the City's fiscal year for which the Project funds are approved (October 1 – September 30). M-DCAHSD shall keep accurate and complete books and records of all receipts and expenditures of Project funds, in conformance with reasonable accounting standards. These books and records, as well as all documents pertaining to payments received and made in conjunction with this Agreement, including, without limitation, vouchers, bills, invoices, receipts and canceled checks, shall be dated within the fiscal year for which they are approved and retained in Miami-Dade County in a secure place and in an orderly fashion by M-DCAHSD for at least three (3) years after the Expenditure Deadline specified in in this Agreement. These books, records, and documents may be examined by the City, and/or its authorized representatives, at M-DCAHSD's offices during regular business hours and upon reasonable notice. Furthermore, the City may, at its expense, audit or have audited, all the financial records of M-DCAHSD, whether or not purported to be related to this Agreement.

M-DCAHSD costs or earnings claimed under this Agreement may not also be claimed under any other Agreement from the City of Miami Beach or from any other entity. Any claim for double payment by M-DCAHSD shall be a material breach of this Agreement.

12. **INSPECTOR GENERAL AUDIT RIGHTS:**

A. Pursuant to Section 2-256 of the Code of the City of Miami Beach, the City has established the Office of the Inspector General which may, on a random basis, perform reviews, audits, inspections and investigations on all City contracts, throughout the duration of said contracts. This random audit is separate and distinct from any other audit performed by or on behalf of the City.

B. The Office of the Inspector General is authorized to investigate City affairs and empowered to review past, present and proposed City programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor City projects and programs. Monitoring of an existing City project or program may include a report concerning whether the project is on time, within budget and in conformance with the contract documents and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities

of M-DCAHSD, its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption.

Pursuant to Section 2-378 of the City Code, the City is allocating a percentage of its overall annual contract expenditures to fund the activities and operations of the Office of Inspector General.

C. Upon ten (10) days written notice to M-DCAHSD, M-DCAHSD shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General is empowered to retain the services of independent private sector auditors to audit, investigate, monitor, oversee, inspect and review operations activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of M-DCAHSD, its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption.

D. The Inspector General shall have the right to inspect and copy all documents and records in M-DCAHSD's possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.

E. M-DCAHSD shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this Agreement, for examination, audit, or reproduction, until three (3) years after final payment under this Agreement or for any longer period required by statute or by other clauses of this contract. In addition:

- i. If this Agreement is completely or partially terminated, M-DCAHSD shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and
- ii. M-DCAHSD shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this Agreement until such appeals, litigation, or claims are finally resolved.

F. The provisions in this section shall apply to M-DCAHSD, its officers, agents, employees, subcontractors and suppliers. M-DCAHSD shall incorporate the provisions in this section in all subcontracts and all other agreements executed by M-DCAHSD in connection with the performance of this Agreement.

G. Nothing in this section shall impair any independent right to the City to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the City by M-DCAHSD or third parties.

13. **PUBLICITY AND CREDITS:** M-DCAHSD must include the City logo and the following credit line in all publications related to this Agreement: **“This Project is funded in whole or in part by funding from the City of Miami Beach.”** M-DCAHSD’s failure to comply with this paragraph may preclude future funding from the City, in the same manner as if M-DCAHSD defaulted under this Agreement.

14. **LIABILITY AND INDEMNIFICATION:** M-DCAHSD shall indemnify and hold harmless the City and its officers, employees, agents, and contractors, from and against any and all actions (whether at law or in equity), claims, liabilities, losses, expenses, or damages, including, without limitation, attorneys' fees and costs of defense, for personal, economic, or bodily injury, wrongful death, or loss of or damage to property, which the City or its officers, employees, agents and contractors may incur as a result of claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by M-DCAHSD or its officers, employees, agents, servants, partners, principals or contractors. M-DCAHSD shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. M-DCAHSD expressly understands and agrees that any insurance protection required by this Agreement, or otherwise provided, shall in no way limit its obligation, as set forth herein, to indemnify, hold harmless, and defend the City or its officers, employees, agents, and contractors as herein provided.

The provisions of this section shall only be applicable to the extent and within the limitations of Section 768.28, Florida Statutes. M-DCAHSD shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the government entity arising out of the same incident or occurrence, that exceed the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of M-DCAHSD entity.

15. **ASSIGNMENT:** M-DCAHSD shall not be permitted to assign this Agreement, and any purported assignment will be void, and shall be treated as an event of default pursuant to this Agreement.

16. **COMPLIANCE WITH LAWS:** M-DCAHSD agrees to abide by and be governed by all

applicable Federal, State, County and City laws, including but not limited to Miami-Dade County's Conflict of Interest and Code of Ethics Ordinance, as amended, which is incorporated herein by reference as if fully set forth herein, and Chapter 2, Article VII of the City Code, as amended, which is incorporated herein by reference as if fully set forth herein.

17. **DEFAULT/TERMINATION PROVISIONS:** In the event M-DCAHSD fails to comply with any of the provisions of this Agreement, the City Manager or the City Manager's designee may terminate this Agreement and withhold or cancel all or any unpaid installments of the Project funds upon giving five (5) calendar days written notice to M-DCAHSD, and the City shall have no further obligation to M-DCAHSD under this Agreement. Further, in the event of termination for cause, M-DCAHSD shall be required to immediately repay to the City all portions of the Project funds which have been received by M-DCAHSD and which have not been expended in accordance with the terms of this Agreement as of the date that the written demand is received.

These provisions shall not waive or preclude the City from pursuing any other remedies that may be available to it under the law.

18. **FLORIDA PUBLIC RECORDS LAW:**

A. M-DCAHSD shall comply with Florida Public Records law under Chapter 119, Florida Statutes, as may be amended from time to time.

B. The term "public records" shall have the meaning set forth in Section 119.011(12), which means 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 City.

C. Pursuant to Section 119.0701 of the Florida Statutes, if M-DCAHSD meets the definition of "Contractor" as defined in Section 119.0701(1)(a), M-DCAHSD shall:

- i. Keep and maintain public records required by the City to perform the service;
- ii. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
- iii. 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 the contract term and following completion of the Agreement if M-DCAHSD

does not transfer the records to the City;

- iv. Upon completion of the Agreement, transfer, at no cost to the City, all public records in possession of M-DCAHSD or keep and maintain public records required by the City to perform the service. If M-DCAHSD transfers all public records to the City upon completion of the Agreement, M-DCAHSD shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If M-DCAHSD keeps and maintains public records upon completion of the Agreement, M-DCAHSD shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

D. REQUEST FOR RECORDS; NONCOMPLIANCE

- i. A request to inspect or copy public records relating to the City's contract for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify M-DCAHSD of the request, and M-DCAHSD must provide the records to the City or allow the records to be inspected or copied within a reasonable time.
- ii. M-DCAHSD's failure to comply with the City's request for records shall constitute a breach of this Agreement, and the City, at its sole discretion, may: (1) unilaterally terminate the Agreement; (2) avail itself of the remedies set forth under the Agreement; and/or (3) avail itself of any available remedies at law or in equity.
- iii. If M-DCAHSD fails to provide the public records to the City within a reasonable time may be subject to penalties under s. 119.10.

E. CIVIL ACTION

- i. If a civil action is filed against M-DCAHSD to compel production of public records relating to the City's contract for services, the court could assess and award against M-DCAHSD the reasonable costs of enforcement, including reasonable attorneys' fees, if:
 - a. The court determines that M-DCAHSD unlawfully refused to comply with the public records request within a reasonable time; and
 - b. At least 5 business days before filing the action, the plaintiff provided written pre-suit notice in accordance with and subject to the limitations set forth in Section 119.12 of the Florida Statutes.

F. IF M-DCAHSD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO M-DCAHSD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY OF MIAMI BEACH
ATTENTION: RAFAEL E. GRANADO, CITY CLERK
1700 CONVENTION CENTER DRIVE
MIAMI BEACH, FLORIDA 33139
E-MAIL: RAFAELGRANADO@MIAMIBEACHFL.GOV
PHONE: 305-673-7411

19. **WRITTEN NOTICES**: Any notices required under this Agreement will be effective when delivered to the City in writing and addressed to the City Contract Administrator. Any notices required under this Agreement will be effective when delivered to M-DCAHSD in writing and addressed to M-DCAHSD's Contract Administrator.

20. **CITY CONTRACT ADMINISTRATOR**: All contract related questions, reports and requests for reimbursements to be submitted to the City Contract Administrator listed below.

Cecile Houry
Grants & Victim Services Manager
Police Department
City of Miami Beach
1100 Washington Avenue
Miami Beach, FL 33139
Tel: 305-673-7000 ext. 25024
Email: cecilehoury@miamibeachfl.gov

21. **INSPECTOR GENERAL AUDIT RIGHTS**:

A. Pursuant to Section 2-256 of the Code of the City of Miami Beach, the City has established the Office of the Inspector General which may, on a random basis, perform reviews, audits, inspections and investigations on all City contracts, throughout the duration of said contracts. This random audit is separate and distinct from any other audit performed by or on behalf of the City.

B. The Office of the Inspector General is authorized to investigate City affairs and empowered to review past, present and proposed City programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses and monitor City projects and programs. Monitoring of an existing City project or program may include a report concerning whether the project is on time, within budget and in

conformance with the contract documents and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of Grantee, its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption. Pursuant to Section 2-378 of the City Code, the City is allocating a percentage of its overall annual contract expenditures to fund the activities and operations of the Office of Inspector General.

C. Upon ten (10) days written notice to Grantee, Grantee shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General is empowered to retain the services of independent private sector auditors to audit, investigate, monitor, oversee, inspect and review operations activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of Grantee, its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption.

D. The Inspector General shall have the right to inspect and copy all documents and records in Grantee's possession, custody or control which in the Inspector General's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-change documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records and supporting documentation for the aforesaid documents and records.

E. Grantee shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this Agreement, for examination, audit, or reproduction, until three (3) years after final payment under this Agreement or for any longer period required by statute or by other clauses of this contract. In addition:

- i. If this Agreement is completely or partially terminated, Grantee shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and
- ii. Grantee shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this Agreement until such appeals, litigation, or claims are finally resolved.

F. The provisions in this section shall apply to Grantee, its officers, agents, employees, subcontractors and suppliers. Grantee shall incorporate the provisions in this section in all subcontracts and all other agreements executed by Grantee in connection with the performance of this Agreement.

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

22. **E-VERIFY:**

A. Grantee shall comply with Section 448.095, Florida Statutes, "Employment Eligibility" ("E-Verify Statute"), as may be amended from time to time. Pursuant to the E-Verify Statute, commencing on January 1, 2021, Grantee shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees during the Term of the Agreement. Additionally, Grantee shall expressly require any approved subcontractor performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract Term. If Grantee enters into a contract with an approved subcontractor, the subcontractor must provide the Grantee with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Grantee shall maintain a copy of such affidavit for the duration of the Agreement or such other extended period as may be required under this Agreement.

B. **TERMINATION RIGHTS**

1. If the City has a good faith belief that Grantee has knowingly violated Section 448.09(1), Florida Statutes, the City shall terminate this Agreement with Grantee for cause, and City shall thereafter have or owe no further obligation or liability to Grantee.

2. If the City has a good faith belief that a subcontractor has knowingly violated the foregoing Subsection 22(A), but the Grantee otherwise complied with such section, the City will promptly notify the Grantee and order the Grantee to immediately terminate the contract with the subcontractor. Grantee's failure to terminate a subcontractor shall be an event of default under this Agreement, entitling City to terminate the Grantee's contract for cause.

3. A contract terminated under the foregoing Subsections (B)(1) or (B)(2) is not in breach of contract and may not be considered as such.

4. The City or Grantee or a subcontractor may file an action with the Circuit or County Court to challenge a termination under the foregoing Subsections (B)(1) or (B)(2) no later than 20 calendar days after the date on which the contract was terminated.

5. If the City terminates the Agreement with Grantee under the foregoing Subsection 22(A), Grantee may not be awarded a public contract for at least 1 year after the date of termination of this Agreement.

6. Grantee is liable for any additional costs incurred by the City as a result of the termination of this Agreement under this Section 22.

ARTICLE III / MISCELLANEOUS PROVISIONS

23. **PUBLIC PURPOSE:** The Project funds awarded herein is the result of a finding by the City, based on representatives, documents, materials and other information supplied by M-DCAHSD, that M-DCAHSD is performing a public purpose through the programs, projects, and/or services recommended for support. As such, use of Project funds for any program component not meeting this condition will be considered a breach of the terms of this Agreement and will allow the City to seek remedies including, but not limited to, those outlined in this Agreement.

24. **NO DISCRIMINATION:** M-DCAHSD also accepts and agrees to comply with the following Special Conditions:

A. M-DCAHSD hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) prohibiting discrimination on the basis of race, color, national origin, handicap, or sex.

B. M-DCAHSD hereby agrees that it will comply with City of Miami Beach Human Rights Ordinance as codified in Chapter 62 of the City Code, as may be amended from time to time, prohibiting discrimination in employment, housing and public accommodations on account of actual or perceived race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, age, disability, ancestry, height, weight, domestic partner status, labor organization membership, familial situation, or political affiliation.

C. The City endorses, and M-DCAHSD shall comply with, the clear mandate of the Americans with Disabilities Act of 1990 (ADA) to remove barriers, which prevents qualified individuals with disabilities from enjoying the same employment opportunities that are available to persons without disabilities.

D. The City also endorses the mandate of the Rehabilitation Act of 1973 and Section 504 and prohibits discrimination on the basis of disability and requires that M-DCAHSD provides equal access and equal opportunity and services without discrimination on the basis of any disability.

25. **GOVERNING LAW AND EXCLUSIVE VENUE:** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, both substantive and remedial, without regard to principles of conflict of laws. The exclusive venue for any litigation arising out of this Agreement shall be Miami-Dade County, Florida, if in State court, and the U.S. District Court, Southern District of Florida, if in federal court. BY ENTERING INTO THIS AGREEMENT, THE CITY AND M-DCAHSD EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.

26. **NO WAIVER:** No waiver of any breach or failure to enforce any of the terms, covenants, conditions or other provisions of this Agreement by either party at any time shall in any way affect, limit, modify or waive either party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof.

27. **CAPTIONS USED IN THIS AGREEMENT:** Captions, as used in this Agreement, are for convenience of reference only and should not be deemed or construed as in any way limiting or extending the language or provisions to which such captions may refer.

28. **CONTRACT REPRESENTS TOTAL AGREEMENT:** This agreement, including its special conditions and exhibits, represents the whole and total agreement of the parties. No representations,

except those contained within this Agreement and its attachments, are to be considered in construing its terms. No modifications or amendments may be made to this Agreement unless made in writing signed by both parties. Any modification to the Project Amount shall require approval by the Mayor and City Commission.

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EXHIBIT 1
PROJECT DESCRIPTION

BACKGROUND/DESCRIPTION OF NEED

On average, 24 people per minute are victims of rape, physical violence or stalking by an intimate partner in the United States — more than 12 million women and men over the course of a year, according to the National Domestic Violence Hotline. Miami-Dade County reported 9,357 cases of domestic violence in 2016, the most of any county in Florida, according to the latest figures available from the Florida Department of Law Enforcement.

PROGRAM DESCRIPTION

Project funds will be used to reduce the impact of domestic violence by providing emergency financial assistance pursuant to Miami Dade County, Community Action and Human Services Department Emergency Financial Assistance Policy: The following are key Project parameters:

Beneficiaries/Participants (Clients): Residents or visitors of the City of Miami Beach who have been identified as victims of domestic violence.

Services: The \$125,000 will be used by M-DCAHSD to offer the following services under this Agreement:

Relocation Assistance – M-DCAHSD will assist in the process of placing eligible victims in a hotel/motel when appropriate emergency shelter beds are unavailable or when relocating them to another area of the country where safe housing awaits them. The City must seek approval from the M-DCAHSD Designee prior to placing an eligible victim in a hotel/motel and will provide M-DCAHSD with the required M-DCAHSD Direct Relief Request Package 24 hours after the placement was completed. This must be accompanied by the M-DCAHSD Direct Relief Request Package.

Housing & Rental Assistance Services – M-DCAHSD will assist victims seeking mortgage and rental services up to six (6) months by completing and submitting a Direct Relief Request. Assistance will include utilities reconnection fees, and a separate M-DCAHSD Direct Relief Request Package for this service must be submitted.

Additional Services - Victims may be assisted with Publix vouchers, furniture, documentation replacement fees, immigration fees, transportation expenses (including driver's license, tag renewal, gas vouchers, etc.), locksmith assistance, minor car repairs, one-way airline/bus/train tickets, divorce packets as well as any other assistance approved by the M-DCAHSD Director.

Referral Sources to Project: M-DCAHSD may accept referrals to the program from the following sources:

- (a) Self-referrals of eligible participants from M-DCAHSD; and
- (b) Referrals of eligible participants from the Miami Beach Police Department Victim Services Unit.
- (c) Referrals of eligible participants from local non-profit organizations and shelters
- (d) Referrals of eligible participants from the State Attorney's Office

GOALS/OUTCOMES

Outcome	Measure	Reporting Deadline
Enhance support to domestic violence victims	Number of victims receiving financial help via this funding source	September 30, 2022

EXHIBIT 2

CITY OF MIAMI BEACH

QUARTERLY REPORT AND REQUEST FOR DISBURSEMENT FORM

CMB AGREEMENT No.:	
M-DCAHSD NAME:	
M-DCAHSD ADDRESS:	
M-DCAHSD CONTRACT ADMINISTRATOR:	
M-DCAHSD CONTRACT ADMINISTRATOR'S E-MAIL ADDRESS:	

REPORT PERIOD:

- ☐ Oct. 1 - Dec. 31 ☐ Jan. 1 – Mar. 31 ☐ Apr. 1 – Jun. 30 ☐ Jul. 1 - Sept.30
Due Jan. 15 Due Ap. 15 Due Jul. 15 Due Oct. 15

GOALS/OUTCOMES:

Number of New Victims Served	Types of Service	Quarterly Expenditure	Yearly Expenditure To Date

PROBLEM ENCOUNTERED:

OTHER NOTABLE ITEMS:

M-DCAHSD

Report Prepared By:

Name

Signature/Date

City of Miami Beach
Report Reviewed By:

Name

Signature/Date