MEMORANDUM

Agenda Item No. 8(L)(1)

TO: Honorable Chairman Oliver G. Gilbert, III and Members, Board of County Commissioners

DATE: March 7, 2023

FROM: Geri Bonzon-Keenan County Attorney

SUBJECT: Resolution approving Grant Agreement between Miami-Dade County (County) and the Miami-Dade Innovation Authority, Inc. (MDIA), a Florida not-for-profit entity, for a grant award of up to $3,000,000.00 from Miami Rescue Plan funds; waiving Resolution No. R-130-06 requiring that contracts be executed by all non-county parties prior to presentation to the Board for approval; authorizing County Mayor to execute Grant Agreement and exercise all provisions contained therein

Resolution No. R-166-23

The accompanying resolution was prepared by the Regulatory and Economic Resources Department and placed on the agenda at the request of Prime Sponsor Chairman Oliver G. Gilbert, III.

Geri Bonzon-Keenan
County Attorney

GBK/uw

Memorandum

MIAMI-DADE COUNTY

Date: March 7, 2023

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

Daniella Levine Cava

Subject: Resolution Authorizing Execution of Grant Agreement for $3,000,000.00 to the Miami-Dade Innovation Authority, Inc. to Undertake Challenge Process for Companies Testing Solutions to Community Problems

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Executive Summary

The purpose of this item is to approve a grant agreement (Agreement) of up to $3,000,000.00 from funds in the adopted FY22-23 budget to the Miami-Dade Innovation Authority, Inc. (MDIA), a Florida not-for-profit corporation, focused on solving community challenges through innovation and entrepreneurship. MDIA's vision is to scale solutions for people most affected by critical challenges, improve economic and social outcomes, and make Miami-Dade County (County) a world-class capital for high-growth companies.

With this funding from the County, along with $3,000,000.00 in matching funds from the John S. and James L. Knight Foundation (Knight Foundation) and additional funding from Citadel CEO Ken Griffin and other investors, MDIA will run a challenge grant process for companies proposing solutions to community problems identified by community stakeholders (e.g. local governments and local colleges and universities) in strategic areas such as climate tech, health tech, mobility, and housing. The grant funds awarded through this item will be used by MDIA to provide funds in amounts up to $100,000.00 each to qualified companies participating in the challenges. The funds are to be used by the selected companies to conduct testing of innovative solutions to the community-identified challenges. MDIA will seek to increase funding through other investors in addition to the original seed funding

This organization is modeled closely after the successful and proven Israeli Innovation Authority. MDIA will undertake a novel approach to developing solutions to challenges of countywide significance, harnessing the technology sector to help the County test and deploy solutions to some of our community's most pressing issues. The investment that the County, the Knight Foundation, and Ken Griffin are making in MDIA today has the potential to bring successful tests of cutting-edge technological innovations to scale. Through this innovative public-private approach and expected private investment, MDIA has the potential to endure in its mission long after the County's seed grant has been spent – multiplying the impact of public dollars to support innovation and scale solutions to public-sector challenges.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached resolution which approves a grant agreement of up to $3,000,000.00 to the MDIA to be disbursed over a 3-year term and authorizes the County Mayor or County Mayor's designee to execute the Agreement on behalf of the County. It is recommended that the Board waive Resolution No. R-130-06, requiring that contracts be signed by all parties other than the County prior to presentation of the contract to the Board for approval. It is in the best interest of the Board to waive this requirement as MDIA is still assembling its board of directors and needs additional time to execute the grant agreement.

Scope
The scope of the work done by MDIA will be countywide.

Delegation of Authority
If adopted, this resolution delegates the authority to the County Mayor or the County Mayor's designee to execute the Agreement between the County and MDIA and exercise all provisions contained therein.

Fiscal Impact/Funding Source
The grant award of up to $3,000,000.00 from the County will serve as local match funding for the MDIA which has secured a grant of $3,000,000.00 from the Knight Foundation. The $3,000,000.00 grant allocated herein is funding previously assigned to the Office of Innovation and Economic Development under the FY 2022-23 adopted budget, included in the Miami-Dade Rescue Plan.

Track Record/Monitor
Fernando Casamayor, Chief Innovation and Economic Development Officer, or other designee of the County Mayor, will be responsible for monitoring the attached Agreement.

Background
Over the past two years, Miami-Dade's technology sector has experienced massive growth. The County's overall economy has benefited from the influx of capital, greater job creation, and development of additional and growing talent pipeline programs. MDIA is a Florida not-for-profit corporation that supports equitable, sustainable economic growth driven in partnership between private and public sector innovation.

MDIA's vision is to scale technology solutions to improve economic and social outcomes and make Miami-Dade a world-class capital for high-growth companies. It will strengthen the relationship between the public and private sectors by providing funding to technology companies who test solutions to problems using innovative technologies in sectors including Climate Technology, Health Technology and Life Sciences, Agricultural Technology, Advanced Manufacturing, Software as a Service, Data, Artificial Intelligence, and other critical technologies. The County and other community stakeholders will identify challenges in areas of countywide significance that can be solved through technology or innovation, and MDIA will facilitate building solutions to those challenges and developing a testing opportunity to identify viable innovations to solve for the challenge.

With this seed funding from the County, along with matching funds from the Knight Foundation and Citadel CEO Ken Griffin, MDIA will run a process for companies to test proposed solutions to the identified community challenges. These grant funds will be disbursed over a period of three years. The grant funds awarded through this item will be used by MDIA to provide funding up to $100,000.00 each to qualified companies participating in the challenge to conduct testing of innovative solutions. If a company demonstrates through MDIA's process that its proposed solution has been successful and the County has a need for the proposed solution, the County, at its sole discretion, may enter into a contract using County's procurement processes for expeditious deployment of solutions solving the County's problems and challenges, subject to approval by the Board of County Commissioners and in compliance with County rules and regulations.

MDIA will work hand in hand with private sector funders to support best-in-class startups. MDIA will assemble technology experts to analyze the potential of startups and will provide funding to those companies.

Attachments

Jimmy Morales
Chief Operations Officer

MEMORANDUM
(Revised)

TO:	Honorable Chairman Oliver G. Gilbert, III and Members, Board of County Commissioners	**DATE:**	March 7, 2023
FROM:	Geri Bonzon-Keenan County Attorney	**SUBJECT:**	Agenda Item No. 8(L)(1)

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 Danielle Levine Cava Mayor
Veto __________
Override __________

Agenda Item No. 8(L)(1)
3-7-23

RESOLUTION NO. R-166-23

RESOLUTION APPROVING GRANT AGREEMENT BETWEEN MIAMI-DADE COUNTY (COUNTY) AND THE MIAMI-DADE INNOVATION AUTHORITY, INC. (MDIA), A FLORIDA NOT-FOR-PROFIT ENTITY, FOR A GRANT AWARD OF UP TO $3,000,000.00 FROM MIAMI RESCUE PLAN FUNDS; WAIVING RESOLUTION NO. R-130-06 REQUIRING THAT CONTRACTS BE EXECUTED BY ALL NON-COUNTY PARTIES PRIOR TO PRESENTATION TO THE BOARD OF COUNTY COMMISSIONERS FOR APPROVAL; AUTHORIZING COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE GRANT AGREEMENT AND EXERCISE ALL PROVISIONS CONTAINED THEREIN

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

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

Section 1. The foregoing recitals are approved and incorporated into this resolution.

Section 2. This Board approves the Grant Agreement, in substantially the form attached hereto as Exhibit 1, between Miami-Dade County and the Miami-Dade Innovation Authority, Inc., a Florida not-for-profit entity, for a grant award in the amount of up to $3,000,000.00 to be funded from funds allocated in the fiscal year 2022-2023 County budget to the Miami Rescue Plan, and authorizes the County Mayor or County Mayor's designee to execute the Grant Agreement and exercise all provisions contained therein.

Section 3. This Board waives the requirements of Resolution No. R-130-06, requiring all parties- other than the County- to execute agreements prior to presentation to this Board for approval.

The foregoing resolution was offered by Commissioner **Oliver G. Gilbert, III**, who moved its adoption. The motion was seconded by Commissioner **Juan Carlos Bermudez** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman **aye**
Anthony Rodríguez, Vice Chairman **aye**

Marleine Bastien	**aye**	Juan Carlos Bermudez	**aye**
Kevin Marino Cabrera	**aye**	Sen. René García	**absent**
Roberto J. Gonzalez	**aye**	Keon Hardemon	**aye**
Danielle Cohen Higgins	**aye**	Eileen Higgins	**aye**
Kionne L. McGhee	**aye**	Raquel A. Regalado	**nay**
Micky Steinberg	**aye**		

The Chairperson thereupon declared this resolution duly passed and adopted this 7th day of March, 2023. 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

COUNTY COMMISSIONERS MIAMI-DADE COUNTY FLORIDA

LUIS G. MONTALDO, CLERK AD INTERIM

By: **Basia Pruna**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. MRP

Monica Rizo Perez

EXHIBIT 1

23-MDIA

FY 2022-23
County General Funds

☐ Cost-based

☒ Performance-based (with advance)

☐ Criminal Justice

GRANT AGREEMENT

This Grant Agreement ("**Agreement**") is made and entered into as of March _____, 2023 (the "**Effective Date**") by and between **Miami-Dade County**, a political subdivision of the State of Florida, through its Office of Innovation and Economic Development (the "**County**"), having its principal office at 111 NW 1st Street, 21st Floor, Miami, Florida 33128, and the grantee, **Miami-Dade Innovation Authority, Inc.**, a Florida not-for-profit corporation, having its principal office at 1430 S Dixie Highway Ste 105 #202, Coral Gables, FL 33146 ("**Grantee**" or "**MDIA**" and jointly with the County referred to as the "**Parties**"). The Parties acknowledge and agree that the Grantee is performing a public service through its programs and projects, including through its Startup and Innovation Challenge Program services, (the "**Services**") in the County and the grant is subject to the terms and conditions set forth in this Agreement.

WHEREAS, this Board of County Commissioners ("**Board**"), as part of its Fiscal Year 2022-2023 budget, has appropriated and budgeted countywide general funds as part of the Miami-Dade Rescue Plan in the amount of $10,000,000.00 to be used for economic development activities; and

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

WHEREAS, the County is desirous of assisting the Grantee in providing those services and the Grantee is desirous of providing such services; and

WHEREAS, on March _____, 2023, the Board, pursuant to Resolution No. R-_____ 23 approved the allocation of $3,000,000.00 to Grantee for the proposed services pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

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

1.1 The words "**Agreement**" or "**Grant Agreement**" shall mean collectively these terms and conditions, the Scope of Work (**Attachment A**), and the Budget Documents (**Attachment B**) and all other attachments to this Agreement, as well as all amendments or budget modifications issued hereto.

1.2 The term "**Challenge Participant**" shall refer to those persons, entities, firms, or corporations selected by the Grantee to receive a grant of up to $100,000 to conduct a pilot testing program geared towards solving a community-identified problem, as described in the Scope of Work.

1.3 The words "**Contract Manager**" shall mean Miami-Dade County's Chief of Innovation and Economic Development Officer or the Mayor's designee, or the duly authorized representative designated to manage the Agreement.

1.4 The term "**corrective action plan**" shall refer to a set of actions taken by the Grantee to correct an issue, problem, non-compliance, or underperformance, and or a plan to improve performance and/or reduce risk.

1.5 The word "**Days**" shall mean Calendar Days, unless otherwise specifically noted.

1.6 The word "**Effective Term**" refers to the term of this Agreement, as defined in Article 3.

1.7 The words "**Grant**" or "**Grant Funds**" shall mean any portion of the $3,000,000.00 of general fund monies provided to Grantee by the County.

1.8 The term "**non-compliance**" shall refer to failure to act in accordance with the requirements established by this Agreement including, but not limited to, the items identified as a breach in Article 15 of this Agreement.

1.9 The word "**subcontractor**" or "**subconsultant**," shall mean any person, entity, firm, or corporation who furnishes labor toward, or who performs some aspect of, the Scope of Work or the administrative aspects described in this Agreement. These terms do not include employees of the Grantee or contractors of the Grantee who are regularly and continuously funded under this Agreement pursuant to the Scope of Work. These terms also do not refer to the Challenge Participants, defined herein.

1.10 The word "**review**" shall mean inspection of original documentation and retention of copies of such documents associated with the administrative, fiscal, and programmatic functions of the Program(s) supported by the County's General Funds.

1.11 The words "**Scope of Work**," "**Work**," "**Services**," "**Program**," or "**Project**" shall mean all matters and things required to be done by the Grantee in accordance with the provisions of this Agreement and as more specifically described in the Scope of Work, **Attachment A**.

ARTICLE 2 <u>AMOUNT PAYABLE</u>

Subject to available funds, the maximum amount payable for services rendered under this Agreement shall not exceed:

Miami-Dade Innovation Authority: Startup and Innovation Challenge Program	**$3,000,000.00**

The funding shall be payable on the schedule as set forth on **Attachment B**. The Parties expressly acknowledge availability of funding under this Agreement is at the County's sole discretion and is contingent upon an appropriation by the Board of County Commissioners and on the availability of funds. The Parties agree that should County funding be reduced, the amount payable under this Agreement may be proportionately reduced at the sole discretion and option of the County provided that the Parties can mutually agree on a revised Scope of Work and in the event the Parties cannot agree, then in such event MDIA has the option to terminate this Agreement on 30 days notice to the County.

All services undertaken by the Grantee before the County's execution of this Agreement shall be at the Grantee's risk and expense.

ARTICLE 3 EFFECTIVE TERM

The Parties agree that the Effective Term of this Agreement shall commence on the Effective Date and terminate at the close of business on March 31, 2026 ("**Grant End Date**"), regardless of when this Agreement is approved by the Board or executed. Grantee shall use or encumber all Grant Funds on or before the Grant End Date. Any Grant Funds not encumbered or used by the Grantee by the Grant End Date, as such Grant End Date may be extended prior to the expiration thereof, shall revert to the County and this Agreement shall be terminated. Any extension to the term of this Agreement may be requested in writing to the Contract Manager at least 90 days prior to the Grant End Date. The Contract Manager, at their discretion, may grant up to two (2) one-year extensions of the Grant End Date so long as such extension will not materially alter the Services including its quality, impact or benefit to the Grantee, the community and the County.

ARTICLE 4 SCOPE OF WORK

The Grantee shall use the Grant Funds only for the purposes that are specifically described in this Agreement, and Grantee shall render services in accordance with, the Scope of Work as more specifically defined on **Attachment A**. The Scope of Work must clearly indicate the time-frames for the delivery of each of the funded services.

The Grantee shall implement the Scope of Work in a manner deemed satisfactory to the County. Any modification or amendment to the Scope of Work shall not be effective until approved by the Parties in writing.

ARTICLE 5 BUDGET SUMMARY

The Grant is awarded to the Grantee with the understanding that the Grantee is performing a public purpose through the Services. The Grantee agrees that all expenditures or costs shall be made in accordance with the Payment Procedures, which are attached and incorporated as **Attachment B** and the Budget attached as **Attachment B-1**. The Grantee shall submit a project budget which shall be sufficiently detailed to show: (i) all of the sources of all funds received or anticipated to be received by Grantee; (ii) the total cost of the Program; (iii) the amount of funds to be used for administrative and overhead costs; and (iii) the amount of funds to be used for all other operating expenses and services. The Grantee may request modifications to amend the budget as to the use of the Grant Funds in **Attachment B-1** during the term of this Agreement. Modification requests must be submitted to the County no later than thirty (30) days prior to the Grand End Date. It is specifically understood that the County's approvals and review process is limited to the Grant Funds received pursuant to this Agreement.

ARTICLE 6 <u>INDEMNIFICATION BY GRANTEE</u>

Grantee shall indemnify, defend, and hold harmless the County and its officers, employees, agents, and instrumentalities from any and all liability, losses, or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Grantee or its employees, agents, servants, partners, principals, or subcontractors. Additionally, 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 attorneys' 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 provided in this Article.

The provisions of this Article 6 shall survive the expiration or termination of this Agreement.

ARTICLE 7 <u>INSURANCE</u>

7.1 **Minimum Insurance Requirements.** Subject to a waiver issued by the County, the Grantee shall submit to the County, c/o Office of Innovation and Economic Development ("**RER**"), 111 N.W. 1st Street, 21st Floor, Miami, Florida 33128-1994, original Certificate(s) of Insurance indicating that, upon execution of this Agreement or on the Effective Date, whichever is earlier, insurance coverage has been obtained which meets the requirements as outlined below:

7.1.1 All insurance certificates must list the County as "**Certificate Holder**" in the following manner:

Miami-Dade County
c/o Office of Innovation and Economic Development
111 N.W. 1st Street, Suite 2340
Miami, Florida 33128

7.1.2 Worker's Compensation Insurance for all employees of the Grantee as required by Florida Statutes, Chapter 440.

7.1.3 Commercial General Liability Insurance in an amount not less than $300,000 per occurrence, and $600,000 in the aggregate. The County must be listed as an additional insured with respect to this coverage.

7.1.4 Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Work to be provided pursuant to this Agreement, in an amount not less than $300,000* combined single limit per occurrence for bodily injury and property damage.

> ***NOTE**: For Grantees supplying vans or mini buses with seating capacities of fifteen (15) passengers or more that are used in connection with the Work, the combined single limit per occurrence for a bodily injury and property damage required for the Auto Liability is $1,000,000.

7.1.5 Professional Liability Insurance in the name of the Grantee, in an amount not less than $250,000 if the Grantee is offering professional services directly to customers and regularly giving advice.

7.1.6 All insurance policies required pursuant to this Article shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

7.1.6.1 The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County's Risk Management Division, Internal Services Department, or successor departments or agencies; **OR**

7.1.6.2 The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida," issued by the State of Florida Department of Financial Services.

Compliance with the foregoing requirements shall not relieve the Grantee of its liability and indemnification obligations under this Article or under any other section of this Agreement. The County reserves the right to inspect the Grantee's original insurance policies at any time during the term of this Agreement.

7.2 **Failure to Provide Certificates of Insurance**. The Grantee shall be responsible for assuring that the insurance certificates required in conjunction with this Article remain in force for the duration of the Effective Term. If insurance certificates are scheduled to expire during the Effective Term, the Grantee shall be responsible for submitting new or renewed insurance certificates to the County prior to expiration.

In the event that expired certificates are not replaced with new or renewed certificates which cover the Effective Term, the County may suspend the Agreement until such time as the new or renewed certificates are received by the County in the manner prescribed in this Section; provided, however, that this suspended period does not exceed thirty (30) days. Thereafter, the County may, in its sole discretion, terminate this Agreement. Any waiver of the requirements in this Section is at the sole discretion of the County and must be evidenced in writing.

ARTICLE 8 STAFFING REQUIREMENTS

The Grantee shall maintain an organizational structure and adequate programmatic, administrative, and support staff sufficient to fulfill its obligations under this Agreement. The Grantee shall ensure that employees responsible for program compliance have sufficient qualifications and experience and receive appropriate grant administrative and program compliance training. The Grantee shall provide the County with a staffing plan within thirty (30) days of the Effective Date and shall provide the County with an updated staffing plan each year during the Effective Term.

In the event the County determines that the Grantee's staffing levels do not conform to those in the approved Scope of Work and Budget, the County will advise the Grantee in writing and the Grantee will have thirty (30) days to remedy the identified staffing deficiencies.

ARTICLE 9 PROOF OF LICENSURE AND BACKGROUND SCREENING

9.1 Licensure. The Grantee agrees to comply with all federal, state, or local laws, regulations, ordinances, or resolutions requiring the Grantee to be licensed or certified to provide services outlined in the Scope of Work and shall furnish to the County a copy of all required current licenses or certificates within sixty (60) days of the Effective Date.

The County shall not disburse any funds until it is provided with such licenses or certificates. Failure to provide the licenses or certificates within sixty (60) days of the Effective Date may result in termination of this Agreement pursuant to the terms of Section 15.

9.2 **Background Screenings**. Where applicable, Grantee agrees to comply with all federal, state, and local laws, regulations, ordinances, and resolutions regarding any and all background screenings of its employees, volunteers, subcontractors, and independent contractors, including, but not limited to: Florida Statutes, Chapters 39, 393, 394, 397, 402, 408, 409, 413, 429, 430, 435, 775, 782, 787, 800, 826, 827, 943, 984, 985, 1012; Sections 26-37 through 26-39, 2-8.6.5, and 8A-281 through 8A-287 of the Code of Miami-Dade County; Titles 58, 59, 63 and 65 of the Florida Administrative Code. Grantee's failure to comply with any applicable laws, regulations, ordinances, and resolutions regarding background screening is grounds for a material breach and termination of this Agreement in accordance with the terms of Section 15.

The Grantee shall furnish the County with a Background Screening Affidavit (**Attachment D**) as proof that it is in compliance with the foregoing provisions. In the event the Grantee fails to furnish such proof to the County, the County shall not disburse any further funds and this Agreement may be subject to termination in accordance with the terms of Section 15.

9.3 **E-Verify.** Effective January 1, 2021, section 448.095(e) of the Florida Statutes requires all public employers, contractors and subcontractors to use the E-Verify system to establish the authorization of new employees, including all new subcontractors and professional services consultants, to work in this country. Providers must also obtain and keep an affidavit from its subcontractors affirming that the subcontractors do not employ, contract or subcontract with any individuals who are not authorized to work in the US.

Providers who have been found to violate the statute will have their agreement or contract terminated, and not renewed for at least a year, per Florida Statutes. If a provider's subcontractor has violated the statute, the provider must immediately terminate the subcontractor.

The E-Verify system is Internet-based and operated by the Department of Homeland Security that verifies the employment eligibility of employees. For more information on E-Verify and 448.095(e), F.S. (2020), go to https://www.e-verify.gov/.

ARTICLE 10 CONFLICT OF INTEREST

The Grantee covenants and agrees with the County to comply with Miami-Dade County Ordinance No. 72-82 (Conflict of Interest and Code of Ethics) as may be amended and which is incorporated herein by reference as if fully set forth herein. Additionally, the Grantee agrees to:

10.1 Prohibit members of the Grantee's board of directors from directly or indirectly receiving any funds paid by the County to the Grantee under this Agreement.

10.2 Prohibit members of the Grantee's board of directors from voting on matters relating to this Agreement which may result in the board member directly or indirectly receiving funds paid by the Grantee under this Agreement.

10.3 Prohibit members of the Grantee's board of directors from voting on any matters relating to this Agreement if they are related to the person or entity seeking a benefit from the Grantee.

10.4 Prohibit employees of the Grantee from directly or indirectly receiving any funds paid by the County to the Grantee under this Agreement, with the exception of the employee's salary and fringe benefits or portion of the employee's salary and fringe benefits included in **Attachment B**.

10.5 Maintain a written nepotism and conflict of interest policy that applies to hiring, providing services to sub-grantees, and procuring supplies or equipment.

10.6 Immediately disclose and justify in writing to the Contract Manager any business transactions between the Grantee on one side, and its board member(s) or its staff on the other side (including, but not limited to, for example, situations where the Grantee leases office space from one of the Grantee's Board members or staff), as well as all related-party transactions with shareholders, partners, officers, directors, or employees of any entity that is doing business with the Grantee that are funded, partially or entirely, under the Agreement with the County, or are in any way related to the County-funded program. As used in this section, the term "**related-party transaction**" shall refer to a business deal or arrangement between two parties who are joined by a special relationship (family member or relative, stockholder, related corporation) prior to the deal or arrangement.

10.7 Implement procedures to protect against fraud and co-mingling of funds in regard to debit card and credit card purchases, if debit cards and/or credit cards are utilized by the Grantee.

10.8 Ensure that, at the time this Agreement is entered into and for the duration of this Agreement, no employee or person in the position of authority for the Grantee who exercises any function or responsibilities in connection with this Agreement (including, but not limited to, any board member, officer, manager, or supervisor employed by the Grantee), is receiving any of the Services funded under this Agreement. Notwithstanding the foregoing provision, any employee, board member, officer, manager, or supervisor employed by the Grantee who does not exercise any function or responsibilities in connection with this Agreement and who is eligible to receive any of the Services may utilize such Services if he/she can demonstrate that he/she does not have direct responsibility or role over the Service and that such utilization is permissible pursuant to Section 2-11.1 et al. of the County Code.

> **NOTE**: "**Indirectly**" for purposes of this Section includes payment of funds paid by the County to the Grantee under this Agreement which are ultimately paid to an organization in which the Grantee's employee or board member has a "**controlling financial interest**," meaning, (1) ownership, directly or indirectly, of ten percent (10%) or more of the outstanding capital stock in any corporation, or (2) a direct or indirect interest of ten percent (10%) or more in a firm, partnership, or other business entity or nonprofit organization.

If the County determines the Grantee has breached this Section, or upon notification pursuant to Section 10.6 (related party transactions), the County may take all appropriate action in its sole discretion, including but not limited to seeking an opinion from the Miami-Dade Commission on Ethics and Public Trust, and suspending payment until the matter has been resolved to the County's satisfaction.

ARTICLE 11 <u>CIVIL RIGHTS</u>

The Grantee agrees to abide by Chapter 11A of the County Code, as amended, which prohibits discrimination in employment, housing, and public accommodations based on race, creed, religion, color, sex, familial status, marital status, sexual orientation, gender identity, gender expression, status as a victim of domestic violence, dating violence or stalking, pregnancy, age, ancestry, national origin, disability, or source of income. The Grantee agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Equal Opportunity Board or other authority having jurisdiction.

Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment and public accommodation; the Age Discrimination Act of 1975, 42 U.S.C. § 6101, as amended, which prohibits discrimination in employment because of age; the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which prohibits discrimination on the basis of disability; the Americans with Disabilities Act, 42 U.S.C. § 1201 et seq., which prohibits discrimination in employment and public accommodations because of disability; the Federal Transit Act, 49 U.S.C. § 1612, as amended; and the Fair Housing Act, 42 U.S.C. § 3601 et seq. It is expressly understood that the Grantee must comply with such Acts and provide proof of compliance to the County, when requested.

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

If the Grantee or any owner, subsidiary, or other firm affiliated with or related to the Grantee is found by the responsible enforcement agency, the Courts, or the County to be in violation of these Acts or laws, the County may, in its sole discretion, terminate this Agreement and conduct no further business with the Grantee.

ARTICLE 12 <u>COMPLIANCE WITH APPLICABLE LAWS</u>

It shall be a contractual obligation of the Grantee to abide by and be governed by all Applicable Laws required and necessary for its Services or by virtue of this Agreement. "**Applicable Law**" means any applicable law (including, without limitation, any environmental law), enactment, statute, code, ordinance, administrative order, charter, tariff, resolution, order, rule, regulation, guideline, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, or other direction or requirement of any governmental authority, political subdivision, or any division or department thereof, now existing or hereinafter enacted, adopted, promulgated, entered, or issued. Notwithstanding the foregoing, "**Applicable Laws**" and "**applicable laws**" shall expressly include, without limitation, all applicable zoning, land use, Florida Building Code requirements and regulations, all applicable impact fee requirements, all requirements of Florida Statutes, specifically including, but not limited to, Section 255.05 related to payment and performance bonds, Section 255.20 related to contractor selection, Section 287.055 related to competitive selection of architects and engineers, all requirements of Chapters

119 and 286 of the Florida Statutes relating to public records and government in the sunshine, all disclosure requirements imposed by Section 2-8.1 of the Miami-Dade County Code, Americans with Disabilities Act. Any person or entity, including any subcontractor or agent of the Grantee, that performs or assists the Grantee the Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Miami-Dade County Privacy Standards Administrative Order, and any other applicable laws regarding confidential information. The Grantee also agrees to:

12.1 Report to the County any non-permitted use or disclosure of PHI;

12.2 Make appropriately redacted PHI and other records available to the County for an accounting of disclosures; and

12.3 Make internal practices, books, and other appropriately redacted records related to PHI available to the County for compliance audits.

In addition, the Office of The Inspector General of Miami-Dade County shall have access thereto for any of the purposes provided in Section 2-1076 of the Code of Miami-Dade County.

The Grantee shall cause each contract to include a provision that contractor shall comply with all requirements of Section 2-1076 as provided in this Section 12, and that contractor will maintain all files, records, accounts of expenditures for contractor's portion of the work and that such records shall be maintained within Miami-Dade County's geographical area and the County shall have access thereto as provided in this Agreement.

ARTICLE 13 NOTICE REQUIREMENTS

In addition to any other notice requirement outlined in this Agreement, Grantee agrees to notify the County of any changes that may affect the County supported Program(s) under this Agreement within ten (10) days from the date of such a change's occurrence.

All notices required or permitted under this Agreement which are delivered by U.S. Mail shall be deemed sufficiently served and as sufficient notice if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered by email with a return receipt received. All notices shall be delivered to the following addresses:

(1) To the County:

ATTENTION: Ana Chammas
Miami-Dade County
Office of Innovation and Economic Development
111 NW 1st Street, 21st Floor
Miami, FL 33128-1902
Phone: (305) 375-1934
Email: Ana.Chammas@miamidade.gov

(2) To the Grantee:

Francesca de Quesada Covey
Chief Executive Officer
Miami-Dade Innovation Authority

1430 S Dixie Highway Ste 105 #202
Coral Gables, FL 33146
Phone: (786) 247-2374
Email: mdinnoauthority@gmail.com

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

ARTICLE 14 RELATIONSHIP OF THE PARTIES

It is expressly understood and intended that the Grantee, as the recipient of the Grant Funds, is not an officer, employee or agent of Miami-Dade County, its Board of County Commissioners, its Mayor, nor the Miami-Dade County department administering the Grant Funds. Further, the Parties agree that the Grantee, its officers, agents and employees are independent contractors and solely responsible for the Services.

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

ARTICLE 15 BREACH OF AGREEMENT: COUNTY REMEDIES

15.1 **Breach.** A breach by the Grantee shall have occurred if the Grantee fails to meet the terms and conditions of this Agreement, including but not limited to the following: (1) the Grantee fails to provide the Services outlined in the Scope of Work or fails to meet expected performance levels within the Effective Term and in the sole discretion of the County; (2) the Grantee ineffectively or improperly uses the Grant Funds allocated under this Agreement; (3) the Grantee does not furnish the Certificates of Insurance required by this Agreement or as determined by the County's Risk Management Division, Internal Services Department, or successor department or agencies; (4) if applicable, the Grantee does not furnish the County proof of licensure/certification or verification of background screening; (5) the Grantee fails to submit, or submits incorrect or incomplete (a) proof of expenditures to support disbursement requests or advance funding disbursements, or (b) detailed reports of expenditures or final expenditure reports; (6) the Grantee does not submit, or submits incomplete or incorrect, required reports, or submits reports that indicate that expected performance levels are not being met; (7) the Grantee refuses to allow the County access to records or refuses to allow the County to monitor, evaluate, and review the Grantee's program; (8) the Grantee discriminates under any Applicable Laws; (9) the Grantee attempts to meet its obligations under this Agreement through fraud, misrepresentation, or material misstatement; (10) the Grantee fails to correct deficiencies found during a monitoring, evaluation, or review within the specified time as described in communication from the County; (11) the Grantee fails to issue prompt payments to small business subcontractors or follow dispute resolution procedures regarding a disputed payment; (12) the Grantee fails to submit, Board of Directors Requirements, or proof of tax status, as required by this Agreement; (13) the Grantee fails to meet any of the terms and conditions of the Miami-Dade County Vendor Registration, including any and all required County affidavits, or the State Affidavit (**Attachment C-1**);(14) the Grantee fails to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements and stipulations in this Agreement; or (15) the Grantee or any of its directors, managers or employees commits any act which, in the reasonable and good faith opinion of the Contract Manager, would disparage or materially impair the reputation or integrity of the County (including, without limitation, being convicted of any felony or a crime involving moral turpitude, ethical violations, or any other at of moral turpitude). Waiver of breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

15.2 **County Remedies**. If the Grantee breaches this Agreement, the County may pursue any or all of the following remedies:

15.2.1 The County may terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof. In the event of termination, the County may: (a) request the return of all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared and secured by the Grantee with County funds under this Agreement; (b) recapture a proportionate amount of County funding or seek reimbursement of the Grant Funds allocated to the Grantee under this Agreement; (c) terminate or cancel any other contracts entered into between the County and the Grantee. The Grantee shall be responsible for all direct and indirect costs associated with such termination, including attorney's fees.

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

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

15.2.4 The County may debar the Grantee from future County contracting. Any individual or entity who attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement may be debarred from County contracting for up to five (5) years.

15.2.5 Any other remedy available at law or equity.

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

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

ARTICLE 16 PAYMENT PROCEDURES

The County agrees to pay the Grantee for services rendered under this Agreement pursuant to the attached Scope of Work, **Attachment A**, based on the payment schedule and procedures outlined in **Attachment B** and the line item budget **Attachment B,** and, if applicable, the Sherman S. Winn Prompt Payment Ordinance (Ordinance No. 94-40).

ARTICLE 17 ALLOWABLE AND PROHIBITED USE OF FUNDS

17.1 **Allowable Use of Funds.** The Grantee shall use the funds under this Agreement to cover the services included in, and under the terms and conditions defined in the Scope of Work, **Attachment A**, and the Payment Procedures in **Attachment B**, the Program budget(s) in **Attachment B**, to this Agreement. Such services include funding the testing of solutions proposed by Challenge Participants in a challenge grant process administered by Grantee to test solutions to community-identified problems. The Grantee agrees that all sources and uses of the funds in the Grantee's bank account where County funds paid pursuant to this Agreement are deposited shall be related to the Grantee's official business activities and operations set forth in the Scope of Services, **Attachment A**. All Grant Funds received pursuant to this Agreement shall be kept in accounts in established Florida banks, credit unions or savings and loan associations whose identity shall be disclosed by Grantee to the County, in writing, with the identity and title of individuals whom the Grantee authorizes to withdraw or write checks on grant funds from the banking institution identified on the "Bank Account Disclosure" form submitted by the Grantee.

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

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

17.4 **Religious Purposes**. County funds shall not be used for religious purposes.

17.5 **Commingling Funds**. The Grantee shall not commingle funds provided under this Agreement with funds used for purposes other than Grantee's business purposes (do not commingle Grant Funds with personal funds or funds of other businesses, such as a subsidiary). The Grantee shall establish an internal tracking mechanism, which may include establishment of general ledger funds or accounts, to segregate financial activity related to this Agreement.

ARTICLE 18 REQUIRED DOCUMENTS, RECORDS, REPORTS, AUDITS, MONITORING, REVIEW, REPORT CARDS, AND TRAINING

18.1 **Florida Department of Agriculture and Consumer Services Registration**. If applicable, pursuant to Chapter 496, Florida Statutes, known as the Solicitations of Contributions Act, the Grantee must register with the Florida Department of Agriculture and Consumer Services and submit to the County proof of registration upon request.

18.2 **Board of Director Requirements.** The Grantee shall ensure that the Grantee's Board of Directors is apprised of the programmatic, fiscal, and administrative obligations under this Agreement funded through Grant Funds by providing, upon request by the County, the official signed minutes of its Board meeting at which the Programs and Services funded under this Agreement are discussed. Grantee must also maintain proof that it has been sharing the results of all County monitoring reports with its Board at meetings where a quorum of its Board is achieved. The Grantee shall furnish, upon request by the County, to the County, copies of the minutes of such Board meetings. These minutes may be redacted to show only those portions of the meeting relating to this Agreement and County monitoring reports.

18.3 Proof of Tax Status. The Grantee is required to submit to the County the following documentation: (a) The I.R.S. tax exempt status determination letter; (b) the most recent I.R.S. Form 990 or I.R.S. Form 990-N; (c) the annual submission of I.R.S. Form 990 or I.R.S. Form 990-N within six (6) months after the Grantee's fiscal year end; and (d) IRS Form 941 - Quarterly Federal Tax Returns within sixty (60) days after the quarter ends and if the Form 941 or RT-6 reflects a tax liability, proof of payment must be submitted within sixty (60) days after the quarter ends**.**

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

18.5 **Accounting Records.** The Grantee shall institute internal fiscal controls and shall keep accurate and complete books and accounting records for all receipts and expenditures of the Grant Funds awarded under this Agreement and any matching funds required and all income received in conformance to the Generally Accepted Accounting Principles ("**GAAP"**) in the United States. The Grantee shall submit to the County, upon request by the County, a copy of its fiscal policies and procedures during the annual monitoring visit. These policies and procedures should include proper agency segregation of duties. During the monitoring visit, the Grantee shall submit, upon request by the County, bank statements and bank reconciliations which must include, at a minimum, two staff signatures or initials of those preparing, reviewing, and approving the monthly bank reconciliations. These bank records must reflect a positive balance at the end of each month. Bank records and statements may be redacted to only show items pertaining to use of the County Grant Funds.

Subject to, and notwithstanding anything to the contrary in this Agreement, all such records will be retained by the Grantee in Miami-Dade County in a secure place and in an orderly fashion for not less than five (5) years beyond the Grant End Date, as may be extended, and shall be made available for review upon request from County authorized personnel. The Grantee shall reconcile its bank statements within a month after they become available from the bank as attested by the dates, and the signatures or initials of the staff preparing, reviewing, and approving the monthly bank reconciliations.

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

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

18.8 **Quarterly Reviews of Expenditures and Records.** The County, through the Contract Manager, the County Mayor or Mayor's designee, or the Commission Auditor, may perform quarterly reviews of Grantee expenditures and records and Grantee shall permit the examination of its books, records, and documents relating to this Agreement and the offices of the Grantee or other mutually agreed upon location in Miami-Dade County during regular business hours and upon reasonable notice. Subsequent payments to the Grantee shall be subject to a satisfactory review of Grantee records and expenditures by the Contract Manager, the County Mayor or Mayor's designee, or the County Commission Auditor, including but not limited to, review of supporting documentation for expenditures and the existence of sufficient documentation to support eligible expenditures. The Grantee agrees to reimburse the County for ineligible expenditures as determined by the Contract Manager, the County Mayor or Mayor's designee, or the County Commission Auditor.

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

18.10 **Confidentiality Requirements.** The Grantee shall comply with all applicable state and federal statutes and regulations for the protection of confidential client records and electronic exchange of confidential information. Grantee shall establish and implement policies and procedures that ensure compliance with the applicable law. "**Confidential**" shall be used in this section to describe information that is confidential under applicable law. The policies and procedures must ensure, at a minimum, that:

18.10.1 There is a controlled and secure area for storing and maintaining active confidential information and files, including but not limited to medical records;

18.10.2 Confidential records are not removed from the Grantee's premises, unless otherwise authorized by law or upon written consent from the County;

18.10.3 Access to confidential information is restricted to authorized personnel of the Grantee, the County, and/or the United States Office of the Inspector General;

18.10.4 Records are not left unattended in areas accessible to unauthorized individuals;

18.10.5 Access to electronic data is controlled;

18.10.6 Written authorization, signed by the client, is obtained for release of copies of client records and/or information. Original documents must remain on file at the originating Grantee site;

18.10.7 An orientation is provided to new staff persons, employees, and volunteers. All employees and volunteers must sign a confidentiality pledge, acknowledging their awareness and understanding of confidentiality laws, regulations, and policies;

18.10.8 Procedures are developed and implemented that address client chart and medical record identification, filing methods, storage, retrieval, organization and maintenance, access and security, confidentiality, retention, release of information, copying, and faxing.

18.11 **Progress Reports.** The Grantee shall furnish the County with quarterly reports that can include progress/performance reports in accordance with the activities and goals detailed in **Attachment A** of this Agreement. The reports shall explain the Grantee's progress for the quarter and, in the event that its activities are seasonal, must clearly indicate when specific services and related expenditures will occur. The data should be quantified when appropriate. A corrective action plan must accompany all progress reports that indicate that the Grantee is not meeting its expected service goals or expected performance levels. The final progress report shall be due no later than thirty (30) days after the Grant End Date.

18.12 **Monitoring and Performance Review.** The Grantee agrees to permit County authorized personnel to monitor, review, and evaluate the program/work which is the subject of this Agreement. Grantee agrees the County Mayor or Mayor's designee may make unannounced, on-site visits during normal working hours to the Grantee's headquarters and/or any location or site where the services contracted for are performed.

The County shall monitor fiscal, administrative, and programmatic compliance with all the terms and conditions of the Agreement. The Grantee shall permit the County to conduct site visits and other techniques deemed reasonably necessary by the County to fulfill this monitoring function. Subject to applicable law, the County will also have the right to inspect original documentation regarding fiscal, administrative, and programmatic matters and may retain copies of such documentation for verification purposes. Such documentation includes, but is not limited to, employee time records that document work hours spent on direct and indirect duties within the County funded program(s), and documentation to show consistency and adherence in implementing the County funded Program(s) in accordance with the line item budget pursuant to **Attachment B** of this Agreement.

A report of the County's monitoring conclusions may be delivered to the Grantee and the Grantee will rectify all deficiencies cited within the period of time specified in the County's report. If such deficiencies are not corrected within the specified time frame, the County may suspend payments or terminate this Agreement. If the County suspends or stops payment and if the Grantee continues to provide services pursuant to this Agreement, the Grantee shall do so at its own risk and understands and agrees that Grantee may not be reimbursed or may not receive further payments under this Agreement. Such report will include the findings of a performance review, at least annually, or as otherwise may be required at the County's sole discretion, to track the Grantee's status and progress. The performance review will evaluate the areas of: (1) Deliverables (defined as all documentation and any items of any nature submitted by the Grantee to the County's Contract Manager for review and approval pursuant to the terms of this Agreement) and Program Achievement; (2) Administration and Contract Compliance; and (3) any other area(s) as deemed appropriate by the County and in its sole discretion. The report and performance review will be transmitted by the County Mayor and placed on the Board of County Commissioners' agenda in accordance with Ordinance No. 14-65.

The Grantee will be notified in writing and will have no more than ten (10) days from the date of the notice to submit a response to the County that will be attached to the final report. Additionally, at the County's sole discretion, the Grantee may be asked to submit a corrective action plan to address the instances of noncompliance identified in the report. Once a corrective action plan is submitted by the Grantee, approved by the County, and the actions outlined in the corrective action plan are completed by the Grantee, a rating of yellow may be changed to green and a rating of red may be changed to yellow, at the County's sole discretion. A rating of red will not be changed directly to green at any time during the contract period.

As a result of the Performance Review or any information that may come to the attention of the County, the Chief of Innovation and Economic Development Officer or their Designee may, at their sole discretion, terminate or elect not to renew the contract, or suspend payment at any time due to any number of finding(s) or issue(s) including, but not limited to:

18.12.1 Lack of fiscal documentation

18.12.2 Lack of client records or program documentation

18.12.3 Health or safety concerns

18.12.4 Required background checks or licenses not completed or current

18.12.5 Monies owed to the IRS or another government entity without an approved

18.12.6 Repayment plan

18.12.7 Lack of or a lapse in required insurance

18.12.8 Repeat instances of non-compliance from a prior year

18.12.9 Being on an active, federal, state, or local debarment list.

The seriousness and significance of instances of non-compliance shall be determined at the County's sole discretion. All reports conducted during the contract year will be transmitted by the County Mayor to the Board of County Commissioners regardless of whether the organization has been terminated or is being recommended for renewed funding.

18.13 **Required Training and Analyses.** The County reserves the right to require the Grantee to attend mandatory trainings, participate in evaluation studies, quality management activities, and Corrective Action Plan activities. The County shall notify the Grantee in writing of any such required trainings or analyses. Accordingly, the Grantee shall permit authorized staff involved in such efforts the right of access to the Grantee's premises and records.

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

18.15 **Public Record.** Pursuant to Section 119.0701 of the Florida Statutes, if the Grantee meets the definition of "Contractor" as defined in Section 119.0701(1)(a), the Grantee shall:

18.15.1 Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service;

18.15.2 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 the public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in the Florida Public Records Act, Miami-Dade County Administrative Order No. 4-48, or as otherwise provided by law;

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

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

For purposes of this Article, the term "**public records**" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or 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 the Grantee shall defend its claim that any public record is confidential, trade secret, or otherwise exempt from inspection and copying under Florida's Public Records Laws.

IF THE 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 Innovation and Economic Development
Office of the Mayor
111 N.W. 1st Street, 29th Floor
Miami, Florida 33128
Attention: Natalia Jaramillo
Email: natalia.jaramillo@miamidade.gov
305-375-1880

ARTICLE 19 AUDITS AND INTERNAL REVIEWS BY THE OFFICE OF MANAGEMENT AND BUDGET, OFFICE OF MIAMI-DADE COUNTY INSPECTOR GENERAL AND THE COMMISSION AUDITOR

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

Office of the Inspector General. The attention of the Grantee is directed to the requirements of Section 2-1076 of the County Code in that the Office of the Miami-Dade County Inspector General (IG) shall have the authority and power to review past, present, and proposed County programs, accounts, records, contracts and transactions. The IG may, on a random basis, perform audits on all County contracts throughout the duration of said Agreement (hereinafter "**random audits**"). This random audit is separate and distinct from any other audit by the County. Grant recipients are exempt from paying the cost of the audit which is normally ¼ of 1% of the total Agreement amount.

The IG shall have the power to subpoena witnesses, administer oaths and require the production of records. Upon ten (10) days written notice to the Grantee from IG, the Grantee shall make all requested records and documents available to the IG for inspection and copying. The IG shall have the power to report and/or recommend to the Board of County Commissioners whether a particular project, program, contract, or transaction is or was necessary and, if deemed necessary, whether the method used for implementing the project or program is or was efficient both financially and operationally. Monitoring of an existing project or program may include reporting whether the project is on time, within budget and in conformity with plans, specifications, and applicable law. The IG shall have the power to analyze the need for, and reasonableness of, proposed change orders.

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

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

The provisions in this section shall apply to the Grantee, its subcontractors, and their respective officers, agents, and employees. The Grantee shall incorporate the provisions in this section in all contracts and all other agreements executed by its subcontractors in connection with the performance of this Agreement. Any rights that the County has under this Section shall not be the basis for any liability to accrue to the County from the Grantee, its subcontractors, or third parties for such monitoring or investigation of for the failure to have conducted such monitoring or investigation and the County shall have no obligation to exercise any of its rights for the benefit of the Grantee, its contractors or third parties.

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

ARTICLE 20 SUBCONTRACTORS AND ASSIGNMENTS

20.1 **Subcontracts.** The parties agree that no subcontract agreement will be made or let in connection with this Agreement without the prior written approval of the County in its sole discretion. In the event approval is granted by the County, and subject to the conditions below, a copy of the approved fully executed Subcontractor agreement(s) must be furnished to the County for Subcontractor expenses to be paid under this Agreement. With respect to any subcontract or subcontractor, the Grantee agrees as follows:

20.1.1 If the Grantee will cause any part of this Agreement to be performed by a Subcontractor, before entering into any subcontract hereunder, the Grantee will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. The provisions of this Agreement will apply to such Subcontractor and its officers, agents, and employees in all respects as if it and they were employees of the Grantee; and the Grantee will not be in any manner thereby discharged from its obligations and liabilities hereunder but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Grantee. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Grantee.

20.1.2 The Grantee, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to perform, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Grantee not to award any subcontract to a person, firm, or corporation disapproved by the County in its sole discretion.

20.1.3 In order to qualify as a Subcontractor satisfactory to the County in its sole discretion, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County in its sole discretion that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.

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

20.2 **Assignments.** The parties agree that no assignment will be made or let in connection with this Agreement without the <u>prior</u> written approval of the County in its sole discretion.

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

20.4 The Parties agree that Challenge Participants are not "**subcontractors**" as defined in this Section.

ARTICLE 21 COMPLIANCE WITH LAWS

It shall be a contractual obligation of the Grantee hereunder and the Grantee agrees to abide by and be governed by all Applicable Laws necessary for the development and completion of the Project. "**Applicable Law**" means any applicable law (including, without limitation, any environmental law), enactment, statute, code, ordinance, administrative order, charter, tariff, resolution, order, rule, regulation, guideline, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, or other direction or requirement of any governmental authority, political subdivision, or any division or department thereof, now existing or hereinafter enacted, adopted, promulgated, entered, or issued. Notwithstanding the foregoing, "**Applicable Laws**" and "**applicable laws**" shall expressly include, without limitation, all applicable zoning, land use, DRI and Florida Building Code requirements and regulations, all applicable impact fee requirements, all requirements of Florida Statutes, specifically including, but not limited to, Section 255.05 related to payment and performance bonds, Section 255.20 related to contractor selection and Section 287.055 related to competitive selection of architects and engineers, all requirements of Chapters 119 and 286 of the Florida Statutes, all disclosure requirements imposed by Section 2-8.1 of the Miami-Dade County Code, all requirements of Miami-Dade County Ordinance No. 90-133 (amending Section 2-8.1), County Resolution No. R-754-93 (Insurance Affidavit), County Ordinance No. 92-15 (Drug-Free Workplace), and County Ordinance No. 91-142 (Family Leave Affidavit), execution of public entity crimes disclosure statement, Miami-Dade County disability non-discrimination affidavit, and Miami-Dade County criminal record affidavit, all applicable requirements of Miami-Dade County Ordinance No. 90-90 as amended by Ordinance No. 90-133 (Fair Wage Ordinance), Section 2-11.15 of the Code (Art in Public Places), the requirements of Section 2-1701 of the Code and all other applicable requirements contained in this Agreement.

The Grantee shall comply with Miami-Dade County Resolution No. R-385-98 which creates a policy prohibiting contracts with firms violating the Americans with Disabilities Act of 1990 and other laws prohibiting discrimination on the basis of disability and shall execute a Miami-Dade County Disability Non-Discrimination Affidavit confirming such compliance.

The Grantee covenants and agrees with the County to comply with Miami-Dade County Ordinance No. 72-82 (Conflict of Interest), Resolution No. R-1049 93 (Affirmative Action Plan Furtherance and Compliance), and Resolution No. R-185-00 (Domestic Leave Ordinance).

All records of the Grantee and its contractors pertaining to the Project shall be maintained in Miami-Dade County and, upon reasonable notice shall be made available to representatives of the County. In addition, the Office of the Inspector General of Miami-Dade County shall have access thereto for any of the purposes provided in Section 2-1076 of the Code of Miami-Dade County.

The Grantee shall cause each agreement to include a provision that contractor shall comply with all requirements of Section 2-1076 as provided in Section 9 herein, and that contractor will maintain all files, records, accounts of expenditures for contractor's portion of the work and that such records shall be maintained within Miami-Dade County's geographical area and the County shall have access thereto as provided in this Agreement.

The Grantee has certifiably indicated compliance to certain Applicable Laws by properly executing the affidavits attached hereto. See affidavits for specific provisions and declarations described.

ARTICLE 22 <u>LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS</u>

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

22.1 Miami-Dade County Florida, Department of Business Development Participation Provisions, as applicable to this Agreement.

22.2 Miami-Dade County False Claims Ordinance.

22.3 "Debarment," Section 10-38 of the County Code.

22.4 Miami-Dade County Ordinance No. 99-5, codified at 11A-60 et. seq. of the County Code pertaining to complying with the County's Domestic Violence Leave Ordinance and requires an employer, who in the regular course of business has fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks to provide domestic violence leave to its employees.

22.5 Part III, Ch. 2, Art. 1 and Ch. 11A of the County Code, and any payment and performance bond requirements if applicable under the Florida Statutes and F.A.R. 52.222, if applicable.

22.6 Miami-Dade County Ordinance No. 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

22.7 "Drug-free workplace requirements for contractors and entities transacting business with Miami-Dade County," Section 2-8.1.2 of the County Code.

22.8 "Nondiscrimination," Section 2-8.1.5 of the County Code, and the Aspirational Diverse Workforce Policy in Resolution No. R-1106-15 of the Miami-Dade Board of County Commissioners.

22.9 The Grantee will not use products or foods containing "pink slime," as defined in County Resolution No. 478-12, in food that is provided or served pursuant to this Agreement.

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

22.11 Florida Statutes, Sections 255.05 and 287.055, as applicable.

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

ARTICLE 23 MISCELLANEOUS

23.1 **Publicity.** It is understood and agreed between the Parties that this Grantee is funded by Miami-Dade County. Further, by the acceptance of these funds, the Grantee agrees that events funded by this Agreement shall recognize and adequately reference the County as a funding source. The Grantee shall ensure that all publicity, public relations, advertisements, and signs recognizes and references the County for the support of all contracted activities. This is to include, but is not limited to, all posted signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions, and stationery. The use of the official County logo is permissible for the publicity purposes stated herein and must adhere to the standards established at https://www.miamidade.gov/branding/logo.asp. Grantee shall submit sample or mockup of such publicity or materials to the County for review and prior approval, which shall not be unreasonably withheld. The Grantee shall ensure that all media representatives, when inquiring about the activities funded by this Agreement, are informed that the County is its funding source. MDIA's communications plan for the services provided in this Agreement shall be approved by the County.

23.2 **Governing Law and Venue.** This Agreement is made in the State of Florida and shall be governed according to the laws of the State of Florida, without application of conflict of law principles. Venue for this Agreement shall exclusively be located in Miami-Dade County, Florida.

23.3 **Modifications.** Any alterations, variations, modifications, extensions, or waivers of provisions of this Agreement including, but not limited to, amount payable and Effective Term shall only be valid when they have been reduced to writing, duly approved and signed by the Parties and attached to the original of this Agreement.

23.4 **Counterparts.** This Agreement is executed in counterparts, and each counterpart shall constitute an original of this Agreement. Electronic signatures are permissible under FS 668.50 Uniform Electronic Transaction Act for purposes of this agreement.

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

23.6 **Pre-condition to County's Execution of this Agreement.** The Grantee acknowledges that prior to the County Mayor or Mayor's designee executing this Agreement, the County shall engage in a due diligence effort and review ("**the Due Diligence Effort and Review**") which includes but is not limited to researching background information on the Grantee, ensuring the Grantee is not in non-compliance with other County contracts, and reviewing the Grantee's Scope of Work, budget, affidavits, responses to affidavits and any other proposed or required attachments to this Agreement. All services undertaken by the Grantee before the County's execution of this Agreement shall be at the Grantee's risk and expense.

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

23.8 **Sovereign Immunity.** Nothing in this Agreement shall be considered a waiver of the County's sovereign immunity.

23.9 **Review of this Agreement and Authority to Execute Agreement.** Each Party represents and warrants that they have consulted with their own attorney concerning and participated in the drafting of each of the terms contained in this Agreement. No inference, assumption, or presumption shall be drawn from the fact that one party or its attorney prepared this Agreement. It shall be conclusively presumed that each party participated in the preparation and drafting of this Agreement. Each person signing this Agreement represents and warrants that they have full authority to execute this Agreement on behalf of the party on whose behalf they have affixed their signature to this Agreement.

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

Attachment A:	Scope of Work
Attachment B:	Payment Procedures
Attachment B-1:	Line-Item Budget
Attachment C:	Due Diligence Affidavit
Attachment C-1:	State Public Entities Crime Affidavit
Attachment D:	Background Screening Affidavit
Attachment E:	Payment Request
Attachment F:	Quarterly Progress Report
Attachment G:	Quarterly Actual Expenditure Report
Attachment H:	Closeout Report
Attachment I:	Authorized Signature Form

Attachments C through I are sample forms. Grantee will modify them prior to submitting to the County to make them consistent with this Agreement. No other Agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the Parties. If any provision of this Agreement is held invalid or void, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law and ordinance.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

The Parties have executed this Agreement, and its associated attachments as of the Effective Date.

THE MIAMI-DADE INNOVATION AUTHORITY, FLORIDA

By:______________________________________

Name: ____________________________________

Title: ____________________________________

Date:______________________________________

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, on this _____ day of ______________, 202_, by ______(name)_________________ as ____________(title)________ for ____________(name of agency)__________. Said person is ☐personally known or ☐produced the following identification ______________________________.

Signature:_________________________________

Notary Public – State of Florida,

Miami-Dade County _________________________

Print Name:________________________________

Notary Seal/Stamp:

MIAMI-DADE COUNTY

By:____
Name: ______________________________________
Title: Mayor's Designee
Date:_______________________________________

Attest: Luis G. Montaldo
Clerk AD Interim

Board of County Commissioners

By:____
Print Name: __________________________________

ATTACHMENT A

MIAMI-DADE COUNTY OFFICE OF INNOVATION AND ECONOMIC DEVELOPMENT

SECTION 1: GENERAL INFORMATION

Name of Organization: Miami-Dade Innovation Authority, Inc.

Program Name: Startup and Innovation Challenge Program

Program Funding Amount: $3,000,000.00 Contract Period: Mar 2023-Feb 2026

SECTION 2: PROGRAM PLAN

Program Narrative/Summary

The Miami-Dade Innovation Authority, Inc. ("MDIA") is a Florida not-for-profit corporation focused on solving community challenges through innovation and entrepreneurship. MDIA's vision is to scale solutions for people most affected by critical challenges, improve economic and social outcomes, and make Miami-Dade County a world-class capital for high-growth companies.

The County is providing grant funding to MDIA in the amount of up to $3,000,000.00 ("Grant") for use by MDIA in developing solutions to community-identified problems, which will be identified by receiving input from the County and other community stakeholders, such as local governments and universities. This Grant shall be used by MDIA to provide funds in an amount of up to $100,000.00 per legal entity ("Challenge Participant") whose proposed solutions to the community-idenfitied problem is selected in a challenge grant process conducted by MDIA. Using this Grant, MDIA shall make up to $100,000.00 available to Challenge Participants to fund pilot testing of the Challenge Participant's proposed solution to the challenges issued by MDIA. These funds provided by MDIA to Challenge Participants may alternatively be paid as stipends, loans or other financing options, in MDIA's discretion.

The Grant shall be disbursed to MDIA in the amount of $1,000,000.00 per year for a period of three years, except where additional challenge grants are provided by MDIA in year two, as set forth in more detail in Attachment B.

This Grant Agreement does not authorize MDIA or any other party to use any County real or personal property or assets beyond the Grant Funds. If a solution proposed by a Challenge Participant requires or may be accelerated through the use of County property or County assets, MDIA or the Challenge Participant may request same from the County. The use of County property or assets by MDIA or any third parties shall be at the sole and absolute discretion of the County, and such arrangement shall be subject to a separate contractual arrangement and additional contractual terms.

Reporting

As part of its quarterly reporting obligations under Article 18 of the Grant Agreement, MDIA shall report to the County the results of studies and work undertaken by the Challenge Participants to the community-identified problems. The quarterly reports shall include, at a minimum and in addition to the information required by Article 18 of the Grant Agreement, the following: community-identified problems received by MDIA, challenges issued by MDIA, number of challenge process applicants, solutions proposed by Challenge Participants, the progress and/or results of all research and any pilot testing

ATTACHMENT A - SCOPE OF WORK

initiatives by Challenge Participants, and a list of Challenge Participants receiving funds from MDIA and the amount thereof, and MDIA's recommendation for each challenge. MDIA shall also produce an annual report to the County of MDIA's activities and how MDIA met its performance levels.

The Parties acknowledge and agree that nothing herein shall prohibit the County, and the County shall have the right, at its sole discretion, to contact Challenge Participants for further information on any solutions proposed and may enter into a contract in accordance with applicable procurement procedures and subject to appropriate approvals with any Challenge Participant.

Equity Engagement Plan

In order to encourage the participation of all of Miami-Dade County's businesses and communities in MDIA's challenge grant process, the challenge grant process shall be advertised and efforts shall be made by MDIA to communicate about the availability of said process throughout Miami-Dade County in accordance with an Equity Engagement Plan to be developed by MDIA and approved by the Mayor's Office of Equity and Engagement within 60 days of execution of this Agreement. This plan shall, at minimum, state how MDIA will encourage and facilitate the participation in the challenge grant process of local businesses and traditionally underrepresented groups in the tech and innovation ecosystem.

Grantee Activities and Performance Levels

Activity	**Innovation Challenges**
MDIA Deliverables→	• Identify challenges and solutions to solve for community problems. • Reports: Challenge Participant reports describing test and outcome, overview report after challenge process, annual report all to be presented to the County.
Anticipated Outcome→	• Bring innovative solutions to community challenges through a challenge process to be developed by MDIA.
Performance Levels →	• At least one (1) Challenge Process completed each year of this Agreement. • At least $1 million in challenge process funding provided to Challenge Participants in year one of this Agreement.

ATTACHMENT A - SCOPE OF WORK

	• Combined total of $3 million in challenge process funding provided to Challenge Participants in years one through three. • Documentation showing no more than $100,000.00 of Grant Funds are provided to each Challenge Participant. • Reports timely provided to County as referenced in the Agreement and in this Attachment A. • Fulfillment of the Equity Engagement Plan. • Aspirational Goals: job creation, growth of local small businesses, innovative solutions to community problems developed, participation in the challenge grant process of local businesses and traditionally underrepresented groups.

ATTACHMENT B
PAYMENT PROCEDURES

A. **Performance-Based Agreement.** The Parties agree that this is a performance-based Grant Agreement and that the Grantee shall be paid on an annual basis contingent upon the Board of County Commissioners approval of this Agreement.

Upon proper and complete execution of this Agreement (to include proof of insurance) and delivery by the Grantee of a payment request (Attachment E) for 2023, the County shall disburse no later than March 15, 2023, to the Grantee the amount of One Million Dollars ($1,000,000.00) for the first year of the Agreement, and, upon delivery by the Grantee of a payment request (Attachment E) for 2024 and 2025, subsequent payments of One Million Dollars ($1,000,000.00) on March 15, 2024 and March 15, 2025 for years two (2) and three (3) of this Agreement. Grantee is not limited to spend $1,000,000.00 per year in year two. This means that if Grantee has more than ten (10) Challenge Participants in year two, and the amount of Grant funds needed exceeds $1,000,000.00, Grantee may request the additional funds needed in year two as an advance on all or a part of the funds that are to be paid out in year three, from the County in writing. The County, acting reasonably, shall determine whether to disburse additional funds to Grantee in year two as an advance of the funds to be paid in year three. Once the County has disbursed the cumulative total of Three Million Dollars ($3,000,000.00), the Grant shall be depleted.

The Grantee will track and report to the County expenditures related to this Agreement on the annual and quarterly reports as described in the Scope of Work, Attachment A, and Article 18 of the Agreement. The Grantee is required to maintain documentation of actual expenditures. If the Grantee is not meeting its expected performance levels (as described in Attachment A), then a corrective action plan must accompany the Annual Report.

The County reserves the right to disallow any expenditures of the Grant Funds unrelated to the approved budget attached as Attachment B-1 and Scope of Work detailed in Attachment A. Grantee shall provide an annual update to the County of its overall project budget (Attachment B-1). The County, at its sole discretion, may request additional supporting documentation for any expenditures that require validation. If the actual performance levels of the program(s) covered by this Agreement are less than the expected performance levels (as described in Attachment A), then the County may adjust payments, recapture the funded award, or seek repayment based on the level of performance.

B. **Monies Owed to the County.** The County reserves the right, in its sole discretion, to reduce payments to the Grantee in order to recapture any monies owed to the County. In accordance with County Administrative Order No. 3-29, if the Grantee is in arrears to the County, the Grantee shall be prohibited from obtaining new County contracts or extensions of contracts until such time as the arrearage has been paid in full or the County has agreed in writing to an approved re-payment plan.

Additionally, in accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Grantee to the County, whether under this Agreement or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Grantee under this Agreement. Such retained amount shall be applied to the amount owed by the Grantee to the County. The Grantee shall have no further claim to such retained amount(s) which shall be deemed full accord and satisfaction of the amount due by the County to the Grantee for the applicable payment due herein.

C. **Annual Payment Request.** The County agrees to pay the amount requested in the payment request as described above.

D. **Processing the Payment Request.** After the County staff reviews and approves the payment request, the County will submit a payment request to the County's Finance Department. The County's Finance Department will issue payment via Automated Clearing House (ACH) or mail the check directly to the Grantee at the address listed in Article 13 of this Agreement unless otherwise directed by the Grantee in writing. The Parties agree that the processing of a payment request from date of submission by the Grantee shall take a maximum of forty-five (45) days from receipt of a complete and accurate payment request, pursuant to the County's Sherman S. Winn Prompt Payment Ordinance (Ordinance No. 94-40), Section 2-8.1.4 of the County Code, Administrative Order No. 3-19, and the Florida Prompt Payment Act, if supporting documentation/invoices are properly documented as determined by the County in its sole discretion.

E. **Closeout Reporting Process/Recapture of Funds.** Upon the expiration of this Agreement, the Grantee shall submit the final Annual Report document to the County no more than thirty (30) days after the expiration of this Agreement. If after receipt of this document, the County determines that the Grantee has been paid funds not in accordance with the Agreement, and to which it is not entitled, the Grantee shall return such funds to the County or submit appropriate documentation. The County shall have the sole discretion in determining whether the Grantee is entitled to such funds and the County's decision on this matter shall be binding. Additionally, any unexpended or unallocated funds shall be recaptured by the County.

Attachment B-1

Budget Report Form

Organization Name: Miami-Dade Innovation Authority

Project Revenues	**Proposed Y1**	**Proposed Y2**	**Proposed Y3**
Contributed Income			
1. Philanthropic Donations (Corporate or Individual)	1,000,000	1,000,000	1,000,000
2. Foundation Grants for Administration of Organization	1,000,000	1,000,000	1,000,000
3. County government support for Challenge Participation Grants	1,000,000	1,000,000	1,000,000
4. Parent organization support			
5. Special events			
6. In-kind contributions			
7. Other (specify):			
Earned Income			
8. Other (specify):			
Other Income			
9. Other (specify)			
Total Revenues:	**$3,000,000**	**$3,000,000**	**$3,000,000**

Project Expenses

	Proposed Y1	**Proposed Y2**	**Proposed Y3**
1. Program salaries and wages (funded from Knight Foundation Grant):	700,000	700,000	700,000
2. Challenge Participant Grants:			
County Grant Fund	1,000,000	1,000,000	1,000,000
Philanthropic Support	1,000,000	1,000,000	1,000,000
3. Consultant/Contract services (specify):			
Legal	10,000	10,000	10,000
Accounting	15,000	15,000	15,000
Marketing	20,000	20,000	20,000
Communications	40,000	40,000	40,000
4. Employee benefits	130,000	130,000	130,000
5. Administrative expenses	5,000	5,000	5,000
6. Travel	40,000	40,000	40,000
7. Fund raising			
8. Capital expenses			
9. Overhead/indirect (specify):			
Printing	2,000	2,000	2,000
Utilities	15,000	15,000	15,000
Supplies	3,000	3,000	3,000
10. Other (specify):			
The Miami Foundation Fiscal Agency Fee	20,000	20,000	20,000
Total Expenses:	**$3,000,000**	**$3,000,000**	**$3,000,000**

ATTACHMENT C
DUE DILIGENCE AFFIDAVIT

Applicant Name: ____

Address: ____

Telephone Number: ____

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

1. Within the past five (5) years, neither the Organization nor its directors, partners, principals, members or board members:
   - (i) have been sued by a funding source for breach of contract or failure to perform obligations under a contract;
   - (ii) have been cited by a funding source for non-compliance or default under a contract;
   - (iii) have been a defendant in a lawsuit based upon a contract with a funding source.

Please list any matters, which prohibit the Organization from making the certifications required, and explain how the matters are being resolved (use separate sheet if necessary):

____

____

This is certified by my signature:

______________________________	______________________________	______________
Applicant's Signature	Print Applicant's Name	Date

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on this _____ day of __________, 2021, by _____(name)________________ as ____________(title)_______ for ____________(name of agency)_________. Said person is ☐ personally known or ☐ produced identification.

Signature:

____
Notary Public – State of Florida, Miami-Dade County _________

Print Name:

____

Notary Seal/Stamp:

ATTACHMENT C-1
SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted to __**Miami Dade County**_____________________

   by____
   (Print individual's name and title)

   for ____
   (Print Name of entity submitting sworn statement**)**

   whose business address is ____

   and if applicable its Federal Employer Identification Number (FEIN) is _____________
   If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

2. I understand that a "public entity crime" as defined in paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to public entity or agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misinterpretation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:

   A. A predecessor or successor of a person convicted of a public entity crime; or

   B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime

      The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States within the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THAT PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

____
(Signature)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on this _____ day of _________, 20__, by _____(name)________________ as ___________(title)_______ for ___________(name of agency)_________. Said person is ☐ personally known or ☐ produced identification.

Signature: ____________________________
Notary Public – State of Florida, Miami-Dade County ________

Print Name: ____________________________

Notary Seal/Stamp:

CONTRACT # ______

ATTACHMENT D

Affidavit for Level 2 Background Screenings

Affidavit Affirming Compliance with
Background Screening for Provider Personnel
And/or Volunteers, Subcontracted Personnel, as applicable

In accordance with Chapter 435, 402, 39.001, and 1012.465 Florida Statutes, and pursuant to the requirements of Article 9, Background Screening of this Contract, the undersigned affiant makes the following statement under oath, under penalty of perjury, which is a first degree misdemeanor, punishable by a definite term of imprisonment not to exceed one year and/or a fine not to exceed $1,000, pursuant to Sections, 837.012 and 775.082, Florida Statutes.

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

Before me, the undersigned authority, personally appeared ____________________________________
Authorized Provider Representative

of____, who being by me first duly sworn, deposes and says:
(Name of Contracted Provider)

I swear and affirm that the above-named contracted Provider is compliant with the requirements for personnel background screening detailed in Article 9 of this Contract, including but not limited to Chapter 435, 402, 39.001, and 1012.465 Florida Statutes, and Section 26-38 of the Code of Miami-Dade County, as applicable, for all personnel having direct contact with vulnerable populations or those that have access to their personal information or records.

____ Date: __________________________________
(Signature of CEO/Exec. Dir.)

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on this _____ day of __________, 20__, by _____(name)_________________ as ____________(title)________ for ____________(name of agency)_________. Said person is ☐ personally known or ☐ produced identification.

Attest:

____
Notary Public – State of Florida, Miami-Dade County _________

Print Name:

____

Notary Seal/Stamp:

ATTACHMENT E

Contracts and Grants Unit Stamp	Fiscal Unit Stamp
	(FOR IWA PURPOSES)

FY 2022-23

MIAMI-DADE COUNTY
OFFICE OF MANAGEMENT AND BUDGET
GRANTS COORDINATION
PERFORMANCE-BASED CONTRACT
MONTHLY PAYMENT REQUEST

Agency Name:	ABCD Agency Inc.	**Allocation Amount:**	$100,000
Agency Address:	123 Flagler St. Miami, FL 33130	**Contract Number:** (Include Allocation Letter)	23-ABCD-A
Remit to Address:	P.O. Box 123456 Miami, FL 33130	**Agreement Period:**	10/1/2022 - 9/30/2023
Contact Person: **Telephone:**	John Doe 305-555-5555	**Ordinance Number:**	21-93
Program Name:	Senior Meals	**Today's Date:**	February 6, 2023

	Print Month and Year Below:	**Approved Budget Amount**	**Monthly Reimbursement**
Operating expenses covering the Month of:	**November 2022**	**$100,000**	**$ 6,818.00**

Monthly Reimbursements will not equal more than 1/11 of total award, minus any advances received.

AUTHORIZATION

I hereby certify that this expense report submitted by the undersigned constitutes approved budget expenses during the period listed above, and that no expenses for which reimbursement is requested has been or will be reimbursed by any other funding sources.

Executive Director / Agency Designee Print Name

Executive Director / Agency Designee Signature

Print Title

February 6, 2023
Date

County/Department Use Only

C.O. NOTE:

C.O. APPROVED BY:

DATE:

FISCAL PREPARED BY:

DATE:

INVOICE #:	
VENDOR #:	
AMOUNT TO PAY:	

SUPPORTING DOCUMENTATION FOR THIS PAYMENT ON FILE WITH DEPARTMENT INCLUDING PERFORMANCE PROGRESS REPORTS USED TO MONITOR THE CBO

ATTACHMENT F

Contract #: 23-MDIA

MIAMI-DADE COUNTY
OFFICE OF MANAGEMENT

QUARTERLY PROGRESS REPORT

Agency Name:		Allocation Amount:	
Contract Number:		Contract Period:	
Program Name		Progress Report Month	

			Target	Unit	Apr-23	Jul-23	Oct-23	Jan-24	Apr-24	Jul-24	Oct-24	Jan-25	Apr-25	Jul-25	Oct-25	Jan-26	YTD	YTD % of Target Achieved
1	Activity			Challenge Participants (New)													0	#DIV/0!
				Total Challenge Participants (New + Current)														
	Output																0	0%
2	Activity			Challenge Participants (New)													0	#DIV/0!
				Total Challenge Participants (New + Current)														
	Output																0	0%
3	Activity			Challenge Participants (New)													0	#DIV/0!
				Total Challenge Participants (New + Current)														
	Output																0	0%
				Challenge Participants (New)													0	#DIV/0!

General CBO
02/06/2023

4	**Activity**			**Total Challenge Participants (New + Current)**														
	Output																**0**	**0%**

Explain any variances between the actual and targeted number of Challenge Participants served and outputs produced (Identify each activity # separately, if applicable):		
Activity #		
Activity #		

SECTION 2: MODIFICATIONS

If there are any key changes to the program and/or activity(ies), please describe. For example, proposed change in service location, service interruption of any type, etc.).
Please provide explanations and timelines, if applicable. If none, type "none" below.

SECTION 3: PERSONNEL MATTERS

If the program has any key personnel vacancies (budgeted staff and/or executive/operational positions), please complete below.

Name	Position	Separation Date	Estimated Timeline of hiring replacement	Additional Comments

SECTION 4: QUALITY ASSURANCE

Please provide details, frequency, and the person responsible for Quality Assurance Activity.
(For example, reviewing clients' records for completeness; verifying eligibility of clients; monitoring nutritional data, etc.).

Quality Assurance Activity	Frequency	Person	Additional Comments

Would your Agency like technical assistance on any aspect of the County's contract? If so, please indicate the topic for which assistance is needed and your Contracts Officer will follow-up with you.

SECTION 6: ACKNOWLEDGEMENT

I hereby certify that the information reported is true and accurate to the best of my knowledge and belief, and that I am authorized by the Agency to complete this document.

Authorized Personnel (Print Name & Title)	Authorized Signature	Date

ATTACHMENT G

CONTRACT #

MIAMI-DADE COUNTY
OFFICE OF MANAGEMENT AND BUDGET
QUARTERLY ACTUAL EXPENDITURES REPORT

AWARD INFORMATION (complete all sections noted with ***)

Agency Name*:**

Address*:**

Contact Person*:**

Telephone*:**

Project Name:

Total Award Amount:

Agreement Period:

Ordinance No:

Index Code No:

Today's Date*:**

BUDGETED AMOUNT / QUARTERLY ACTUAL EXPENDITURES

Check Quarter Below:

Actual expenses for the

☐ **1st Quarter (Oct, Nov, Dec)**

☐ **2nd Quarter (Jan, Feb, Mar)**

☐ **3rd Quarter (Apr, May, Jun)**

☐ **4th Quarter (Jul, Aug, Sep)**

	Approved Budget Amount	Revised Budget (if any)	*(This Column is for Dept/ County Use only)*	1st Quarter (Oct, Nov, Dec) Actual Expenses	2nd Quarter (Jan, Feb, Mar) Actual Expenses	3rd Quarter (Apr, May, Jun) Actual Expenses	4th Quarter (Jul, Aug, Sep) Actual Expenses	Y.T.D. Total Expended	Contract Balances
DIRECT COSTS:									
Personnel									
1. Position	$0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Fringes	$0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2. Position	$0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Fringes	$0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
3. Position	$0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Fringes	$0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4. Position	$0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Fringes	$0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5. Position	$0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Fringes	$0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
6. Position	$0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Fringes	$0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
7. Position	$0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Fringes	$0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Travel	$0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Supplies	$0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Equipment	$0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Contractual Services	$0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
1. Contractor #1	$0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2. Contractor #2	$0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
3. Contractor #3	$0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Other Direct Costs	$0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Other Direct Costs	$0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Other Direct Costs	$0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Other Direct Costs	$0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Subtotal Direct Costs:	**$0.00**	**$0.00**		**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**

INDIRECT COSTS:									
Personnel									
1. Position	$0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Fringes	$0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2. Position	$0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Fringes	$0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
3. Position	$0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Fringes	$0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Other Indirect Costs	$0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Other Indirect Costs	$0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Other Indirect Costs	$0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Subtotal Indirect Costs:	**$0.00**	**$0.00**		**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Total Operating Expenses:	**$0.00**	**$0.00**		**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**

AUTHORIZATION

I hereby certify that this expense report submitted by the undersigned constitutes approved budget expenses during the period listed above:

PRINT NAME AND TITLE   **SIGNATURE**   **DATE**

ATTACHMENT H

Contracts and Grants Unit Stamp	Fiscal Unit Stamp
	(FOR IWA PURPOSES)

FY 2022-23

MIAMI-DADE COUNTY
OFFICE OF MANAGEMENT AND BUDGET
GRANTS COORDINATION

CLOSEOUT REPORT

LINE ITEM BUDGET REFLECTING ACTUAL EXPENDITURES

Agency Name:	ABCD Agency Inc.	**Allocation Amount:**	$ 100,000.00
Agency Address:	123 Flagler St. Miami, FL 33130	**Contract Number:** (Include Allocation Letter)	23-ABCD-A
Remit to Address:	P.O. Box 123456 Miami, FL 33130	**Agreement Period:**	10/1/2022 - 9/30/2023
Contact Person: **Telephone:**	John Doe 305-555-5555	**Ordinance Number:**	21-93
Program Name:	Senior Meals	**Date:**	February 6, 2023

	I.	**II.**	**III.**
Approved Budget Line Items	**Approved Budget Amount**	**Actual expenses from Oct. 1, 2022 through September 30, 2023**	**Closeout / Final Amount** OMB Use Only (Do not write in this column)
DIRECT COSTS:			

Revised 10/1/2020

MDC050

	I.	II.	III.
Approved Budget Line Items	**Approved Budget Amount**	**Actual expenses from Oct. 1, 2022 through September 30, 2023**	**Closeout / Final Amount OMB Use Only (Do not write in this column)**
INDIRECT COSTS:			
TOTALS:	**$ -**	**$ -**	

AUTHORIZATION

I hereby certify that this expense report submitted by the undersigned constitutes approved budget expenses during the period listed above, and that no expenses for which reimbursement is requested has been or will be reimbursed by other funding sources.

Executive Director / Agency Designee Print Name	**Executive Director / Agency Designee Signature**
	02/06/2023
Print Title	**Date**

County/Department Use Only

C.O. NOTE:

C.O. APPROVED BY: ______________________

DATE: ______________________

FISCAL PREPARED BY: ______________________

DATE: ______________________

FISCAL APPROVED BY: ______________________

DATE: ______________________

INVOICE #:	
VENDOR #:	
AMOUNT TO PAY:	

SUPPORTING DOCUMENTATION FOR THIS PAYMENT ON FILE WITH DEPARTMENT INCLUDING PERFORMANCE PROGRESS REPORTS USED TO MONITOR THE CBO

(USE SERVICE PROVIDER'S LETTERHEAD)

CONTRACT # __________

ATTACHMENT I

AUTHORIZED SIGNATURE FORM

DATE: ____________________

This form certifies the names, titles and signatures of individuals authorized by the Provider to sign contracts, checks, budget revisions, payment requests, and other requests that may be requested by the Office of Management and Budget--Grants Coordination (OMB-GC) for disbursement of funds. Attached hereto and incorporated herein is a certified copy of a duly authorized and executed resolution passed by the Provider's Board that provides for this authorization. These signature authorizations are retained by the OMB-GC for auditing purposes. Should the Provider desire to change the information on this document, a certified and authorized and executed Resolution describing the desired changes should be submitted to the OMB-GC.

	NAME (please type)	TITLE (please type)	SIGNATURE
I.	Prime Contracts and Subcontracts		
	____________________	____________________	____________________
	____________________	____________________	____________________
	____________________	____________________	____________________
II.	Checks (List amount limits)		
	____________________	____________________	____________________
	____________________	____________________	____________________
	____________________	____________________	____________________
III.	Budget Revision Requests		
	____________________	____________________	____________________
	____________________	____________________	____________________
	____________________	____________________	____________________
IV.	Payment Requests		
	____________________	____________________	____________________
	____________________	____________________	____________________
	____________________	____________________	____________________