

MEMORANDUM

Agenda Item No. 11(A)(7)

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

DATE: May 7, 2024

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution directing the County Mayor to allocate and disburse a grant in an amount not to exceed \$4,000,000.00 from the funds received by Miami-Dade County pursuant to Resolution No. R-860-13 for projects located within the Overtown area, to 1109 NW 2nd Ave LLC, a Florida limited liability company ("company"), for the purpose of the company acquiring and developing properties, including, but not limited to, the property located at 1109 NW 2nd Avenue, Miami, Florida, with entertainment facilities that are consistent with the May 2019 master plan titled "Historic Overtown Culture & Entertainment District"; and authorizing the County Mayor to negotiate and execute a grant agreement with the company, and to exercise all provisions, including cancellation, termination and amendment provisions contained therein

Resolution No. R-418-24

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



Geri Bonzon-Keenan
County Attorney

GBK/uw

MDC001



MEMORANDUM

(Revised)

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

DATE: May 7, 2024

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 11(A)(7)

Please note any items checked.

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 11(A)(7)
5-7-24

RESOLUTION NO. R-418-24

RESOLUTION DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO ALLOCATE AND DISBURSE A GRANT IN AN AMOUNT NOT TO EXCEED \$4,000,000.00 FROM THE FUNDS RECEIVED BY MIAMI-DADE COUNTY PURSUANT TO RESOLUTION NO. R-860-13 FOR PROJECTS LOCATED WITHIN THE OVERTOWN AREA, TO 1109 NW 2ND AVE LLC, A FLORIDA LIMITED LIABILITY COMPANY (“COMPANY”), FOR THE PURPOSE OF THE COMPANY ACQUIRING AND DEVELOPING PROPERTIES, INCLUDING, BUT NOT LIMITED TO, THE PROPERTY LOCATED AT 1109 NW 2ND AVENUE, MIAMI, FLORIDA, WITH ENTERTAINMENT FACILITIES THAT ARE CONSISTENT WITH THE MAY 2019 MASTER PLAN TITLED “HISTORIC OVERTOWN CULTURE & ENTERTAINMENT DISTRICT”; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO NEGOTIATE AND EXECUTE A GRANT AGREEMENT WITH THE COMPANY, AND TO EXERCISE ALL PROVISIONS, INCLUDING CANCELLATION, TERMINATION AND AMENDMENT PROVISIONS CONTAINED THEREIN

WHEREAS, for most of the 20th century Overtown was a vibrant community that was the heart of Black culture, entertainment and business in Miami and South Florida; and

WHEREAS, Overtown was founded as the only part of Miami where the Black population was allowed to live and own property, and it developed into a thriving, self-sufficient community including many Black-owned homes, businesses, and entertainment venues; and

WHEREAS, often referred to as “Harlem of the South,” Overtown was also renowned as the center of Black culture and nightlife for the Southeast, reflecting the energy of the community that found expression in the many cultural forms that existed there, such as music, art and food; and

WHEREAS, in 1997, The Black Archives History and Research Foundation (“Black Archives”), which was founded in 1977 by Dr. Dorothy Jenkins Fields as a non-profit organization to collect and preserve the rapidly-vanishing material that reflects the African American experience in Miami-Dade County, commissioned a master plan study for the Overtown Folklife Village, which is also known as the Overtown Entertainment District, to create a unique, pedestrian-scaled village environment to anchor the historic core of Overtown; and

WHEREAS, subsequently in May 2019, the master plan was updated as set forth in the report titled “Historic Overtown Culture & Entertainment District” (“2019 master plan”); and

WHEREAS, the purpose of the 2019 master plan was to expand upon the Black Archives’ 1997 study; and

WHEREAS, the 2019 master plan sets forth the following goals: (1) creating a distinct place that reclaims the role of Blacks in the history and culture of Miami; (2) reestablishing Overtown as Miami’s center for Black culture, entertainment, innovation and entrepreneurship; (3) bringing the Black community back to Overtown to live, with a diverse offering of housing opportunities; (4) enabling small scale development and local investment, a space for black innovators and entrepreneurs; (5) creating a compact, walkable community, with access to local and regional transit and centralized parking; and (6) incorporating best practices for sustainability, resiliency and smart city design principles to make Overtown a model for urban redevelopment; and

WHEREAS, consistent with the 2019 master plan, on March 29, 2022, the Southeast Overtown Park West Community Redevelopment Agency (“SEOPW CRA”) approved a \$975,000.00 grant for the construction of the Harlem Square Supper Club and Lounge (“Harlem Square”) to be located at 173 N.W. 11th Street, within the designated Overtown Entertainment District; and

WHEREAS, the proposed supper club will consist of a three-story modern and trendy lounge of which the first floor will consist of a jazz lounge, the second floor a cigar bar, and the third floor a rooftop lounge for special events; and

WHEREAS, the construction of Harlem Square is the second project behind the Marcus Samuelsson's Development Group restaurant slated for the Overtown Entertainment District; and

WHEREAS, in furtherance of the SEOPW CRA's goal to establish Overtown as a cultural and entertainment destination, the Overtown Entertainment District would allow nightclubs, supper clubs and bars near each other to benefit from one another; and

WHEREAS, the future plans for the Overtown Entertainment District seek to regain the glory days of Overtown when there were several culturally significant African American landmarks in the community; and

WHEREAS, the 9th Street Pedestrian Mall, the Black Archives Historic Lyric Theater, the Ward Rooming House, the Lawson E. Thomas Law Office, the former Clyde Killen's Pool Hall and the Josephine and Dunn Hotels are recognized cultural landmarks that will play a significant role in the development of the Overtown Entertainment District; and

WHEREAS, pursuant to Resolution No. R-860-13, the County holds funds in a trust fund ("Overtown trust fund") for the purpose of funding projects that support redevelopment efforts in the Overtown area; and

WHEREAS, on October 6, 2022, this Board adopted Resolution No. R-950-22, which allocated \$2,000,000.00 from the Overtown trust fund to 1109 NW 2nd Ave LLC (the "Company"), a Florida limited liability company and a developer, to fund the acquisition by the Company of a property located at 1109 NW 2nd Avenue, Miami, Florida ("property") and other properties, which are located in close proximity to the future site of Harlem Square in the Overtown Entertainment District; and

WHEREAS, the Company intends to develop the property with entertainment facilities that will be consistent with the 2019 master plan; and

WHEREAS, Resolution No. R-950-22, also authorized the County Mayor or County Mayor's designee to execute a grant agreement between the County and the Company; and

WHEREAS, subsequent to the adoption of Resolution No. R-950-22, the County and the Company executed the grant agreement, and the Company acquired the property; and

WHEREAS, the Company has identified additional properties within the Overtown area, and wishes to acquire such properties for the purpose of developing them with entertainment facilities; and

WHEREAS, the Company requires additional funds to support its efforts; and

WHEREAS, this Board wishes to allocate \$4,000,000.00 from the Overtown trust fund to the Company for the purpose of acquiring and developing the properties consistent with the 2019 master plan,

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

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

Section 2. This Board directs the County Mayor or County Mayor's designee to allocate a grant in an amount not to exceed \$4,000,000.00 from the Overtown trust fund to 1109 NW 2nd Ave LLC, a Florida limited liability company (the "Company"), for the purpose of acquiring and developing properties with entertainment facilities that are consistent with the May 2019 master plan titled "Historic Overtown Culture & Entertainment District." Such grant shall be disbursed to the Company as a lump sum payment, and shall be subject to the terms and conditions set forth in the grant agreement executed by the County Mayor or County Mayor's designee in accordance with section 3 of this resolution.

Section 3. This Board authorizes the County Mayor or County Mayor's designee to execute a grant agreement between the County and the Company, in generally the form attached hereto as Attachment "A" and incorporated herein by reference, subject to the approval of the County Attorney's Office, exercise all provisions, including cancellation, termination and amendment provisions contained therein so long as such amendment is consistent with this resolution, and take all actions that may be necessary to effectuate the purpose of this resolution.

The Prime Sponsor of the foregoing resolution is Commissioner Keon Hardemon. It was offered by Commissioner **Danielle Cohen Higgins**, who moved its adoption. The motion was seconded by Commissioner **Anthony Rodriguez** 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	aye
Roberto J. Gonzalez	aye	Keon Hardemon	aye
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Kionne L. McGhee	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 7th day of May, 2024. 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

JUAN FERNANDEZ-BARQUIN, CLERK

By: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in black ink, appearing to be "TAS", written over a horizontal line.

Terrence A. Smith

EXHIBIT "A"

GRANT AGREEMENT

This Grant Agreement made and entered into as of this _____ day of _____, 2024, ("Effective Date") by and between **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, through its Office of Management and Budget (hereinafter referred to as "County"), having its principal offices at 111 N.W. 1st Street, Miami, Florida 33128, and **1109 NW 2ND AVE LLC**, a Florida limited liability company (hereinafter referred to as "Grantee"), having its principal office at 4770 Biscayne Boulevard, Suite 1250, Miami, Florida 33137

WHEREAS, the Grantee is a developer that intends to acquire and develop properties, including, but not limited to, the property located at 1109 NW 2nd Avenue, Miami, Florida (the "property"), which is located in close proximity to the future site of Harlem Square in the Overtown Entertainment District; and

WHEREAS, the Grantee will acquire the property and others to develop them with entertainment facilities that will be consistent with the 2019 master plan titled "Historic Overtown Culture & Entertainment District" (the "Project"); and

WHEREAS, the Grantee requires additional funds to support its efforts; and

WHEREAS, the County desires to fund the Project as set forth herein; and

WHEREAS, in accordance with Resolution No R-____-24, the Board of County Commissioners has authorized the disbursement of funds held in a certain reserve account held by the County for the purposes set forth herein,

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

ARTICLE 1. DEFINITIONS

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

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

- e) The words "directed," "required," "permitted," "ordered," "designated," "selected," "prescribed," or words of like import to mean, respectively, the direction, requirement, permission, order, designation, selection, or prescription of the County's Contract Manager; and similarly the words "approved," "acceptable," "satisfactory," "necessary," or words of like import to mean, respectively, approved by, acceptable to, satisfactory to, equal or necessary, in the sole discretion of the County's Contract Manager.
- f) The words "Effective Term" shall mean the date on which this Agreement is effective, including start date and end date
- g) The words "Extra Work," "Change Order," or "Additional Work" shall mean resulting in additions, deletions, or modifications to the amount, type, or value of the Work and Services as required in this Agreement, as directed and/or approved by the County.
- h) The words "Foreign Country of Concern" shall mean the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.
- i) The words "gap funds" shall mean the last remaining funds needed to ensure funding for the total project cost.
- j) "HIPAA" means Health Insurance Portability and Accountability Act of 1996.
- k) The words "Scope of Work" shall mean the document appended hereto as Attachment A, which details the work to be performed by the Grantee.
- l) The word "subcontractor" or "subconsultant," shall mean any person, entity, firm, or corporation, other than the employees of the Grantee or contractors working in a programmatic role for the Grantee, who furnishes labor toward, or who performs some aspect of, the Scope of Work or the administrative aspects described in this Agreement.
- m) The words "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.
- n) 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 Miami-Dade County General Funds.
- o) The terms "administrative budget" or "indirect budget" shall refer to costs that are not tied to the direct provision of Services funded under this Agreement. These costs may include: 1) the portion of payroll of the Grantee's salaried administrative personnel and/or or payment for the administrative (non-program) portion of duties executed by Grantee's subcontracted administrative personnel (i.e., executive directors, agency heads, management and business consultants, information technology (IT) consultants); 2) overhead costs not related to the direct provision of Services (i.e., administrative office space and related maintenance, utilities and supplies, insurance, advertising, marketing and fundraising costs, staff training, accounting and tax preparation services, and audit fees); and 3) clerical or other administrative personnel who do not directly provide services to clients pursuant to this Agreement (i.e., administrative assistants, database clerks, etc.).

- p) The term “arm’s length transaction” shall refer to any transaction in which the buyers and sellers of a product or service act independently and have no relationship to each other to ensure that both parties in the transaction are acting in their own self-interest and are not subject to any pressure or duress from the other party.
- q) 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.
- r) The term “program income” shall refer to the income received by the Grantee directly from the activities funded under this Agreement, or generated as a result of the use of the County’s General Fund award.
- s) The term “programmatic role” shall mean an employee or contractor of the Grantee who is regularly and continuously funded under this Agreement to work with clients and provide direct Services pursuant to the Scope of Work.
- t) The terms “administrative costs” or “overhead costs” or (“administrative and overhead costs”) shall mean costs that are not directly related to or used specifically for the client services contemplated in this Agreement. These costs include, but are not limited to, rent for administrative space and related utilities, payroll of management, administrative and clerical personnel that do not directly serve clients in the course of their general work responsibilities, insurance, office supplies that are not used by clients for program activities, audit fees, accounting/bookkeeping salaries or fees, database maintenance, including staff that enters, updates and/or analyzes data, information technology support, software and licenses, janitorial fees that are not incurred for services to the clients, human resources costs, including payroll costs and background screenings required for personnel, subcontractors and volunteers, and capital equipment for general office use, including copiers (or copier leases), scanners, furniture, computers (if not used by clients for a core activity pursuant to this agreement),

ARTICLE 2. AMOUNT PAYABLE

Subject to available funds, the maximum provisional amount payable for services rendered under this contract shall not exceed: **\$4,000,000.00** (“Grant Funds”), which such amount shall be made payable to the Grantee in a single lump sum payment no later than _____ days of the effective date of this Contract. Both parties expressly acknowledge availability of funding under this contract is at the County’s sole discretion. Both parties agree that should County funding be reduced, the amount payable under this Contract may be proportionately reduced at the sole discretion and option of the County.

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

It is the ongoing responsibility of the Grantee to maintain sufficient financial resources to meet expenses incurred during the period between the provision of Services and payment by the County.

ARTICLE 3. EFFECTIVE TERM

Both parties agree that this Agreement shall commence on **[INSERT EFFECTIVE DATE]**, and terminate at the close of business ON **[INSERT EXPIRATION DATE]**, regardless of when this Agreement is executed.

ARTICLE 4. SCOPE OF WORK

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

The 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 County and the Grantee in writing.

ARTICLE 5. BUDGET SUMMARY

The Grantee agrees that all expenditures or costs shall be made in accordance with the Budget, which is attached herein and incorporated hereto as Attachment B. Pursuant to Resolution No. R-630-13 of the Miami-Dade Board of County Commissioners, the Grantee will also submit a project budget which shall be sufficiently detailed to show: (i) the total project cost; (ii) the amount of funds to be used for administrative and overhead costs; (iii) whether the County funds will be gap funds; (iv) any profit to be made by the Grantee; and (v) the amount of funds devoted toward the provision of the desired Services or activities.

The Grantee may request budget modifications to amend the budget in Attachment B during the term of this Agreement. Budget modification requests must be submitted to the County no later than thirty (30) days prior to the expiration of this Agreement, or **[INSERT DATE]**.

The Grantee may shift funds between existing line items in Attachment B: 1) without a budget modification, if the change to the line item does not exceed fifteen percent (15%); or 2) with a budget modification requested by the Grantee's designated representative as stated on the Authorized Signature Form attached hereto, and approved by the County, if the changes to a line item exceed fifteen percent (15%). A budget modification is also required in order to add new line items. Budget modifications will also be required for any personnel changes, including changes in titles, roles, and compensation, or for employees vacating positions and being replaced by a different employee.

In no event shall the budget under this Agreement include total administrative costs in excess of fifteen percent (15%) of each program allocation under this Agreement. Notwithstanding the foregoing, in accordance with Resolution No. R-700-13 of the Miami-Dade Board of County Commissioners, the Grantee shall also ensure that no more than twenty-five percent (25%) of the Grantee's administrative budget may be paid from Miami-Dade County General Funds unless this requirement is waived by a majority vote of the Miami-Dade Board of County Commissioners.

ARTICLE 6. INDEMNIFICATION BY GRANTEE

A. 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 attorney's 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, the Grantee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Grantee expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Grantee shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the County or its officers, employees, agents, and instrumentalities as herein provided.

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

ARTICLE 7. INSURANCE

A. **Minimum Insurance Requirements:** Certificates of Insurance. The Grantee shall submit to Miami-Dade County, c/o Risk Management Section, 111 N.W. 1st Street, 23rd Floor, Miami, Florida 33128-1994, original Certificate(s) of Insurance indicating that, upon execution of this Agreement or on the date commencing the effective term of this Agreement, whichever is earlier, insurance coverage has been obtained which meets the requirements as outlined below:

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

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

2. Worker's Compensation Insurance for all employees of the Grantee as required by Florida Statutes, Chapter 440.
3. Commercial General Liability Insurance in an amount not less than \$300,000.00 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
4. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Work provided under this Agreement, in an amount not less than \$300,000.00* 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, the limit of liability required for Auto Liability is \$500,000.00.

5. Professional Liability Insurance in the name of the Grantee, when applicable, in an amount not less than \$250,000.00.

6. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:
- a) The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County's Risk Management Division

OR

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

B. Other Provisions.

Compliance with the foregoing requirements shall not relieve the Grantee of its liability and obligations under this Section 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.

Failure to Provide Certificates of Insurance. The Grantee shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the effective term of this Agreement ([INSERT DATES]). 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 herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this Agreement.

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. Funded personnel shall occupy positions and perform duties consistent with their assigned job descriptions. The Grantee shall report to the County, on a monthly basis, any staffing changes affecting the funded program(s), including funded employee(s) separation, termination, new hires, and change in duties/positions.

In the event the 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) calendar days to remedy the identified staffing deficiencies. Failure

to comply may result in the suspension of payments until the deficiencies are corrected. In addition, if, after the remedy period, staffing levels still do not conform to those in the Scope of Work and Budget, the County may, in its sole discretion, modify and/or reduce the amount(s) budgeted for Grantee's personnel costs under this Agreement.

ARTICLE 9. PROOF OF LICENSURE AND BACKGROUND SCREENING

A. 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 or to operate the facilities 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 execution of this Agreement. Examples of services or operations requiring licensure or certification include, but are not limited to, childcare, day care, nursing homes, and boarding homes.

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 execution of this Agreement may result in termination of this Agreement at the County's sole discretion.

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

Additionally, as a requirement of this Agreement, even if such screening is not otherwise required by applicable law, the Grantee agrees to: (1) conduct pre-employment criminal background screenings of all its County-funded employees, subcontractors, volunteers, and independent contractors who are providing Services in accordance with this Agreement prior to commencing Services to clients in accordance with the Scope of Work; (2) to update those background checks at least once every five (5) years; and (3) to maintain documentation of the criminal background screening on file. The Grantee will permit only employees, subcontractors, volunteers, and independent contractors with satisfactory criminal background screenings to provide Services in accordance with this Agreement.

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. The Grantee shall also comply with Section 943.059, Florida Statutes, regarding court-ordered sealing of criminal history records, and Section 943.0585, Florida Statutes, regarding court-ordered expunction of criminal history records, as may be amended and applicable. Grantee's failure to comply with any applicable laws, regulations, ordinances and resolutions regarding background screening of employees, volunteers, subcontractors, and independent contractors is grounds for a material breach and termination of this contract at the sole discretion of the County.

The Grantee shall furnish the County with a Background Screening Affidavit (Attachment E) 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 Contract may be subject to termination at the sole discretion of the County.

ARTICLE 10. CONFLICT OF INTEREST

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

Additionally, the Grantee agrees to:

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.
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.
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.
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.
5. Maintain a written nepotism and conflict of interest policy that applies to hiring, providing services to clients, and procuring supplies or equipment.
6. Immediately disclose and justify in writing to the County any business transactions between the Grantee on one side, and its board member(s) or its staff on the other side, 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.
7. Implement procedures to protect against fraud and co-mingling of funds in regards to credit card purchases, if credit cards are utilized by the Grantee.
8. All transactions associated with this Agreement that do not meet the criteria of an arm's length transaction must be immediately disclosed and justified in writing to the County.
9. 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, the County shall suspend payment until the matter has been resolved to the County's satisfaction.

The County may request an opinion from the Miami-Dade Commission on Ethics and Public Trust regarding questions arising under this Section.

ARTICLE 11. CIVIL RIGHTS

The Grantee agrees to abide by Chapter 11A of the County Code, as amended, which prohibits discrimination in employment, housing and public accommodations on the basis of race, creed, religion, color, sex, familial status, marital status, sexual orientation, gender identity, gender expression, status as a victim of domestic violence, dating violence or stalking, pregnancy, age, ancestry, national origin, disability, or source of income; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment and public accommodation; the Age Discrimination Act of 1975, 42 U.S.C. § 6101, as amended, which prohibits discrimination in employment because of age; the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which prohibits discrimination on the basis of disability; the Americans with Disabilities Act, 42 U.S.C. § 1201 et seq., which prohibits discrimination in employment and public accommodations because of disability; the Federal Transit Act, 49 U.S.C. § 1612, as amended; and the Fair Housing Act, 42 U.S.C. § 3601 et seq. It is expressly understood that the Grantee must comply with such Acts and provide proof of compliance to the County, when requested. 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, the County may, in its sole discretion, conduct no further business with the Grantee.

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.

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

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

ARTICLE 12. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of “individually identifiable health information” (IIHI) and/or “Protected Health Information” (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996, the Miami-Dade County Privacy Standards Administrative Order, and any other applicable laws regarding confidential information. HIPAA mandates for privacy, security, and electronic transfer standards include, but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Grantee and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the client for review and amendment; and incorporating any amendments requested by the client as may be required by law;
7. Making appropriately redacted PHI and other records available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books, and other appropriately redacted records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records and/or electronic transfer of data). The Grantee must give its clients written notice of its privacy information practices, including specifically, a description of the types of uses and disclosures that would be made with PHI. The Grantee must post, and distribute upon request to service recipients, a copy of the County’s Notice of Privacy Practices.

ARTICLE 13. NOTICE REQUIREMENTS

The 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.

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

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

(1) To the County

ATTENTION: Francesca de Quesada Covey
Office of Innovation & Economic Development
111 NW 1st Street, 21st Floor
Miami, Florida 33128-1902
Phone: (305) 375-1934
Email: Francesca.Covey@miamidade.gov

With Copy to: Jorge M. Fernandez
Office of Management and Budget
111 NW 1st Street, 22 Floor
Miami, Florida 33128-1902
Phone: (305) 375-5143
Email: Jorge.Fernandez@miamidade.gov

(2) To the Grantee

ATTENTION: Patricia Henrys
1109 NW 2 Ave LLC
4770 Biscayne Blvd., Suite #1250
Miami, Florida 33137
Phone: 305-213-8588
Email:

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

ARTICLE 14. AUTONOMY

Both parties agree that this Agreement recognizes the autonomy of the contracting parties and implies no affiliation between the contracting parties. It is expressly understood and intended that the 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. SURVIVAL

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

ARTICLE 16. BREACH OF AGREEMENT: COUNTY REMEDIES

A. **Breach.** A breach by the Grantee shall have occurred under this Agreement if: (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 of this Agreement and in the sole discretion of the County; (2) the Grantee ineffectively or improperly uses the County 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; (4) if applicable, the Grantee does not furnish the County proof of licensure/certification or proof 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 of the laws outlined in Article 11 of this Agreement; (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 the Certificate of Corporate Status, Board of Directors Requirements, or proof of tax status, as required by Article 20 of 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 D-1); or (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. 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.

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

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 County 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.

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.

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.

4. The County may debar the Grantee from future County contracting.

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

6. Any other remedy available at law or equity.

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

D. Failures or waivers to insist on strict performance of any covenant, condition, or provision of this Contract 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.

E. **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 17. TERMINATION BY EITHER PARTY

Notwithstanding anything to the contrary in Article 16, both parties agree that this Agreement may be terminated for convenience and without cause by either party hereto by written notice to the other party of such intent to terminate at least thirty (30) days prior to the effective date of such termination. The County Mayor or the Mayor's designee is authorized to terminate this Agreement on the behalf of the County.

ARTICLE 18. PAYMENT PROCEDURES

Within thirty (30) days of the execution of this Agreement, the County agrees to pay the Grantee the Grant Funds. Payment shall be made in accordance with the Sherman S. Winn Prompt Payment Ordinance (Ordinance No. 94-40).

ARTICLE 19. ALLOWABLE AND PROHIBITED USE OF FUNDS

A. **Allowable Use of Funds.** The Grantee shall use the funds under this Agreement to cover the expenses included in, and under the terms and conditions defined in, the program budget(s) in Attachment B to this contract. 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 program operations.

B. **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, financing costs, bank fees, debt, mortgages, loans, lines of credit, credit cards, interest payments, late fees or other penalties, regulatory fines or penalties, tax fees, penalties, or liens, or for activities prohibited by federal, state or local law, or for any expense(s) not allowable pursuant to the Grantee's program budget(s) and corresponding budget justification(s) in Attachment B to this contract and pursuant to the Scope of Work, as determined in the sole discretion of the County.

C. **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.

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

E. **Commingling Funds.** The Grantee shall not commingle funds provided under this Agreement with funds used for purposes other than those listed in this Agreement. 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.

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

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

A. **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 County Funds by passage of a formal resolution authorizing execution of this Agreement with the County. Said resolution shall, at a minimum, list the name(s)

of the Board's President, Vice President, and any other persons authorized to execute this Agreement on behalf of the Grantee, and reference the program(s) and dollar amounts in the award, as may be amended. A copy of this corporate resolution must be submitted to the County prior to contract execution. A current list of the Grantee's Board of Directors and officers must be included with the submission, and must include the title, place of employment, if applicable, and contact information, which at a minimum includes e-mail addresses and phone numbers, for each Board member.

In addition, through the official signed minutes of its Board meetings, the 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 the County with 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.

B. 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; (d) IRS Form 941 - Quarterly Federal Tax Returns within thirty-five (35) days after the quarter ends and if the Form 941 or RT-6 reflects a tax liability, proof of payment must be submitted within forty-five (45) days after the quarter ends.

C. 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.

D. Accounting Records. The Grantee shall institute internal fiscal controls and shall keep books and accounting records which conform to the Generally Accepted Accounting Principles (GAAP) in the United States, and identify the County funds and the related expenditures, and income. Subject to, and notwithstanding anything to the contrary in, Article 20, Section R, Public Records, all such records will be retained by the Grantee for not less than five (5) years beyond the term of this Agreement, 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. The Grantee's checks shall be signed by two authorized check signors as required by the Miami-Dade Administrative Order 3-15.

E. 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) calendar 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 contract.

F. 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.

G. Quarterly Reviews of Expenditures and Records. The County Commission Auditor may perform quarterly reviews of the Grantee expenditures and records. Subsequent payments to the Grantee shall be subject to a satisfactory review of the Grantee records and expenditures by the County Commission Auditor, including but not limited to, review of supporting documentation for expenditures and the existence of sufficient documentation to support eligible expenditures. The Grantee agrees to reimburse the County for ineligible expenditures as determined by the County Commission Auditor.

H. Quality Assurance / Recordkeeping. The Grantee shall maintain, and shall require that the Grantee's subcontractors and suppliers maintain complete and accurate program and fiscal records to substantiate compliance with the requirements set forth in the Scope of Work. Subject to, and notwithstanding anything to the contrary in, Article 20, Section R, Public Records, the Grantee and its subcontractors and suppliers shall retain such records, and all other documents relevant to the services furnished under this Agreement, for a period of five (5) years from the expiration date of this Agreement.

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

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

- (1) There is a controlled and secure area for storing and maintaining active confidential information and files, including but not limited to medical records;
- (2) Confidential records are not removed from the Grantee's premises, unless otherwise authorized by law or upon written consent from the County;
- (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;
- (4) Records are not left unattended in areas accessible to unauthorized individuals;
- (5) Access to electronic data is controlled;

- (6) Written authorization, signed by the client, is obtained for release of copies of client records and/or information. Original documents must remain on file at the originating Grantee site;
- (7) An orientation is provided to new staff persons, employees, and volunteers. All employees and volunteers must sign a confidentiality pledge, acknowledging their awareness and understanding of confidentiality laws, regulations, and policies;
- (8) Procedures are developed and implemented that address client chart and medical record identification, filing methods, storage, retrieval, organization and maintenance, access and security, confidentiality, retention, release of information, copying, and faxing.

J. **Progress Reports.** The Grantee shall furnish the County with monthly 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 month and, in the event that its activities are seasonal, must clearly indicate when specific services and related expenditures will occur. The data should be quantified when appropriate. A corrective action plan must accompany all progress reports that indicate that the 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 expiration or termination of this Agreement.

K. **Monitoring: Management Evaluation 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.

Subject to applicable law, the County will also have the right to inspect original documentation regarding administrative, fiscal, and programmatic matters and may retain copies of such documentation for verification purposes. Documentation includes but is not limited to employee time records that document work hours spent on direct and indirect duties within the 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.

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

Pursuant to Resolution No. R-630-13 of the Miami-Dade Board of County Commissioners, 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.

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

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

M. **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 Disaster Plan/COOP 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.

N. **Disposition of Equipment Purchased with County Funding.** The Grantee shall maintain equipment purchased with County funding and with a purchase value of \$1,000.00 or greater until such equipment has reached its useful life and has been fully depreciated by the Grantee. If the equipment is functional beyond this point and the Grantee has the means to obtain a replacement of the equipment, the Grantee is encouraged to donate the equipment to clients, if appropriate, or to other social service Grantees in need of such equipment. The Grantee must ensure that any confidential information that may be stored in equipment/devices has been cleared prior to the donation taking place. Donations of equipment should be reported in the Grantee's final report.

O. **Public Records.** 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:

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

(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;

(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

(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. 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.

In the event the Grantee does not comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes, 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.

**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
Department of Regulatory and Economic Resources
111 N.W. 1st Street, 21st Floor
Miami, Florida 33128
Attention : Lorna Mejia
Email: RERPublicRecords@miamidade.gov

P. **Contracting with Entities of Foreign Countries of Concern.** By entering into this Agreement, the Tenant affirms that it is not in violation of Section 287.138, Florida Statutes, titled Contracting with Entities of Foreign Countries of Concern Prohibited. The Tenant further affirms that it is not giving a government of a foreign country of concern, as listed in Section 287.138, Florida Statutes, access to an individual's personal identifying information if: a) the Tenant is owned by a government of a foreign country of concern; b) the government of a foreign country of concern has a controlling interest in the Tenant; or c) the Tenant is organized under the laws of or has its principal place of business in a foreign country of concern as is set forth in Section 287.138(2)(a)-(c), Florida Statutes. This affirmation by the Tenant shall be in the form attached to this Agreement as Contracting with Entities of Foreign Countries of Concern

Prohibited Affidavit, which is attached hereto as Attachment J and incorporated herein by reference.

Q. Verification of Employment Eligibility (E-Verify). By entering this Agreement, Grantee and its subcontractors are jointly and severally obligated to comply with the provisions of Section 448.095, Florida Statutes, as amended, titled "Employment Eligibility." The Grantee affirms that (a) it has registered and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of Grantee; (b) it has required all subcontractors to this Agreement to register and use the E-Verify system to verify the work authorization status of all new employees of the subcontractor; (c) it has an affidavit from all subcontractors to this Agreement attesting that the subcontractor does not employ, contract with, or subcontract with, unauthorized aliens; and (d) it shall maintain copies of any such affidavits for duration of the Agreement. If County has a good faith belief that Grantee has knowingly violated Section 448.09(1), Florida Statutes, then County shall terminate this Agreement in accordance with Section 448.095(5)(c), Florida Statutes. In the event of such termination Grantee agrees and acknowledges that it may not be awarded a public contract for at least one (1) year from the date of such termination and that Grantee shall be liable for any additional costs incurred by County because of such termination. In addition, if County has a good faith belief that a subcontractor has knowingly violated any provisions of Sections 448.09(1) or 448.095, Florida Statutes, but Grantee has otherwise complied with its requirements under those statutes, then Grantee agrees that it shall terminate its contract with the subcontractor upon receipt of notice from County of such violation by subcontractor in accordance with Section 448.095(5)(c), Florida Statutes. Any challenge to termination under this provision must be filed in the Circuit or County Court by County, Grantee, or subcontractor no later than twenty (20) calendar days after the date of contract termination. Public and private employers must enroll in the E-Verify System (<http://www.uscis.gov/e-verify>) and retain the I-9 Forms for inspection.

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

The 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. The Grantee may also be subject to an internal review, random or otherwise, by the County.

Office of the Inspector General. The attention of the Grantee is hereby directed to the requirements of Section 2-1076 of the County Code in that the Office of the Miami-Dade County Inspector General (IG) shall have the authority and power to review past, present and proposed County programs, accounts, records, contracts and transactions. The IG shall have the power to subpoena witnesses, administer oaths and require the production of records. Upon ten (10) days written notice to the 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 may, on a random basis, perform audits on all County contracts throughout the duration of said contract (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 contract amount.

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

The IG is authorized to investigate any alleged violation by a 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 or 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 22. SUBCONTRACTORS AND ASSIGNMENTS

A. **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, which shall not be unreasonably withheld. 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 in order for Subcontractor expenses to be paid under this Agreement. With respect to any subcontract or subcontractor, the Grantee agrees as follows:

- 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.

- 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.
- 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.
- 5) 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.

B. **Assignments.** The parties agree that no assignment will be made or let in connection with this Agreement without the prior written approval of the County in its sole discretion, which shall not be unreasonably withheld.

C. If the Grantee intends to use subcontractors to provide the services listed in the Scope of Work (Attachment A) or suppliers to supply the materials, the Grantee shall provide the names of the subcontractors and suppliers on the form attached as Attachment H. Grantee agrees that it will not change or substitute subcontractors or suppliers from those listed in Attachment H without prior written approval of the County.

D. **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.

ARTICLE 23. PURCHASES

The Grantee will request three (3) quotes for all single-item purchases that are partially or fully funded by the County and valued at \$1,000 or above, and maintain documentation of all three (3) requests and associated documentation, including quotes received, on file. The Grantee will also obtain quotes for any professional services partially or fully funded by the County in connection with this agreement.

ARTICLE 24. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

The 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:

- a) Miami-Dade County Florida, Department of Business Development Participation Provisions, as applicable to this Agreement.
- b) Chapter 11A, Article 3 of the County Code. The Grantee and Subcontractors performing work in connection with this Agreement shall provide equal opportunity for employment and services without regard to race, creed, religion, color, sex, familial status, marital status, sexual orientation, gender identity or gender expression, status as a victim of domestic violence, dating violence or stalking, pregnancy, age, ancestry, national origin or disability. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The 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.
- c) "Conflicts of Interest," Section 2-11 of the County Code, and Ordinance No. 01-199, as well as the Miami-Dade County False Claims Ordinance.
- d) "Debarment," Section 10-38 of the County Code.
- e) Miami-Dade County Ordinance No. 99-5, codified at 11A-60 et. seq. of the County Code pertaining to complying with the County's Domestic Leave Ordinance. Failure to comply with this local law may be grounds for voiding or terminating this Agreement or for commencement of debarment proceedings against the Grantee.
- f) Part III, Ch. 2, Art. 1 and Ch. 11A of the County Code, and any payment and performance bond requirements if applicable under the Florida Statutes and F.A.R. 52.222 if applicable.
- g) Miami-Dade County Ordinance No. 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- h) "Drug-free workplace requirements for contractors and entities transacting

business with Miami-Dade County,” Section 2-8.1.2 of the County Code.

- i) “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.
- j) The Grantee will not use products or foods containing “pink slime,” as defined in Resolution No. 478-12 of the Miami-Dade Board of County Commissioners, in food that is provided or served pursuant to this Agreement.
- k) 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.
- l) The Grantee shall also develop and implement a written Code of Business Ethics and Conduct that will consist of a training program and an internal control system that:
 - a. Are suitable to the size of the Grantee and extent of its involvement in government contracting,
 - b. Facilitate timely discovery and disclosure of improper conduct in connection with government contracts, and
 - c. Ensure corrective measures are promptly instituted and carried out.

Notwithstanding any other provision of this Agreement, the 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 the Grantee is subject, including but not limited to laws and regulations requiring that the Grantee conduct its operations in a safe and sound manner.

ARTICLE 25. MISCELLANEOUS

A. **Publicity.** It is understood and agreed between the parties hereto that the 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>. The Grantee shall submit sample or mock up 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 contract, are informed that the County is its funding source.

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

C. **Modifications.** Any alterations, variations, modifications, extensions, or waivers

of provisions of this Agreement including, but not limited to, amount payable and effective term shall only be valid when they have been reduced to writing, duly approved and signed by both parties and attached to the original of this Agreement.

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

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

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

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

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

F. **Pre-condition to 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. If the County, through the County, in consultation with the County Mayor or Mayor's designee is concerned regarding findings of the Due Diligence Effort and Review, the County Mayor or Mayor's designee shall present findings of the Due Diligence Effort and Review to the Miami-Dade Board of County Commissioners with the County Mayor or Mayor's designee's recommendation as to how to proceed, and the Miami-Dade Board of County Commissioners shall then direct the County Mayor or Mayor's designee whether or not to execute this Agreement with the Grantee by taking action on the recommendation. All services undertaken by the Grantee before the County's execution of this Agreement shall be at the Grantee's risk and expense.

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

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

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

J. **Totality of Agreement / Severability of Provisions.** This Agreement and Attachments, with its recitals on the first page of the Agreement and with its attachments as

referenced below contain all the terms and conditions agreed upon by the parties:

Attachment A: Scope of Work

Attachment B: Line Item Budget

Attachment C: Collusion Affidavit

Attachment D: Due Diligence Affidavit

Attachment D-1: State Public Entities Crime Affidavit

Attachment E: Background Screening Affidavit

Attachment F: Monthly Progress Report

Attachment G: Closeout Report

Attachment H: List of Subcontractors and Suppliers (FOR CONTRACT AWARDS TOTALING \$100,000 OR MORE)

Attachment I: Authorized Signature Form

Attachment J: Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit

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

SIGNATURES APPEAR ON THE FOLLOWING PAGE

Attachment A Scope of Work

Attachment B
Line Item Budget

**Attachment C
Collusion Affidavit**

Attachment D
Due Diligence Affidavit

Attachment D-1
State Public Entities Crime Affidavit

Attachment E
Background Screening Affidavit

Attachment F
Monthly Progress Report

Attachment G
Closeout Report

Attachment H
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TOTALING \$100,000 OR MORE)

Attachment I
Authorized Signature Form

Attachment J
Contracting with Entities of Foreign Countries
of Concern Prohibited Affidavit