MEMORANDUM

Agenda Item No. 9(A)(1)

TO:	Honorable Chairman Oliver G. Gilbert, III and Members, Board of County Commissioners	**DATE:**	July 2, 2024
FROM:	Geri Bonzon-Keenan County Attorney	**SUBJECT:**	Resolution retroactively approving and authorizing the County Mayor's (1) execution of Grant Agreement No. Hl146 between Miami-Dade County, through its Community Action and Human Services Department, and the Florida Department of Economic Opportunity in the amount of $2,000,000.00 for Miami-Dade County's Senior Homeowners Assistance Repair Program, for a term commencing on July 1, 2022 and ending on June 30, 2023; (2) execution of Amendment One to Grant Agreement No. Hl146, a no-cost amendment extending the term of the Grant Agreement through August 31, 2023; and (3) receipt and expenditure of said grant funds; authorizing the County Mayor to execute other agreements and documents necessary for receipt and expenditure of such funding, and to exercise termination and amendment provisions set forth therein provided that such amendments are consistent with the purpose described herein; and authorizing the County Mayor to: (1) apply for, receive, and expend additional future funds, for up to 10 years should they become available for the purpose described herein; (2) execute other agreements and documents necessary for the receipt and expenditure of said funding; and (3) exercise termination and amendment provisions set forth therein provided that such amendments are consistent with the purpose described herein

Resolution No. R-617-24

The accompanying resolution was prepared by the Community Action and Human Services and placed on the agenda at the request of Prime Sponsor Commissioner Marleine Bastien.

Gerald Sanchez for
Geri Bonzon-Keenan
County Attorney

GBK/jp

Memorandum

Date: July 2, 2024

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

From: Daniella Levine Cava
Mayor

Subject: Resolution Retroactively Approving and Authorizing the County Mayor's or County Mayor's Designee's Execution of Grant Agreement No. HL416 and Amendment One to Grant Agreement No. HL416 between the Florida Department of Economic Opportunity and Miami-Dade County for the Provision of Services by the Community Action and Human Services Department

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Executive Summary

This item seeks retroactive approval from the Board of County Commissioners (Board) for the County Mayor's or County Mayor's designee's execution of Grant Agreement No. HL146 (Agreement), attached hereto and incorporated herein as Exhibit A, for grant funding in the amount of $2,000,000.00 for a term ending on June 30, 2023 and Amendment One to Grant Agreement No. HL146 (Amendment One), attached hereto and incorporated herein as Exhibit B, a no-cost amendment, which in part, extends the term of the Agreement to August 31, 2023 between Miami-Dade County, through the Community Action and Human Services Department (CAHSD), and the Florida Department of Economic Opportunity (DEO). Such funding shall be used for Miami-Dade County's Senior Homeowners Assistance Repair Program (SHARP), which provides home rehabilitation and repair services to certain eligible older adults. In addition to extending the term of the Agreement, Amendment One to increases the amount of grant funding each eligible homeowner may receive from $50,000.00 to $60,000.00. To date, CAHSD has successfully completed 36 homes under the SHARP.

Recommendation

It is recommended that the Board:

1. Retroactively approve the Agreement for grant funding in the total approximate amount of $2,000,000.00 between Miami-Dade County, through the CAHSD, and the DEO, with a term commencing on July 1, 2022, and ending on June 30, 2023, and Amendment One, a no-cost amendment which, in part, extends the term of the Agreement through August 31, 2023. The CAHSD will use such grant funding to support SHARP.
2. Retroactively authorize the County Mayor or County Mayor's designee to execute the Agreement and Amendment One, as well as the receipt and expenditure of grant funding.
3. Authorize the County Mayor or County Mayor's designee to execute other agreements and documents necessary for receipt and expenditure of said funding for the Agreement and Amendment One , and to exercise the termination and amendment provisions set forth in such agreements and documents, provided that such other agreements and documents and any amendments thereto are consistent with the purpose provided

herein and following approval for form and legal sufficiency by the County Attorney's Office.

4. Authorize the County Mayor or County Mayor's designee to apply for, receive, and expend additional future funds for up to 10 years from the effective date of the resolution.
5. Authorize the County Mayor or County Mayor's designee to execute other agreements and documents necessary for receipt and expenditure of such future funds, and to exercise termination and amendment provisions in such other agreements and documents, following approval for form and legal sufficiency by the County Attorney's Office.

Scope

The impact of this item is countywide.

Delegated Authority

This resolution authorizes the County Mayor or County Mayor's designee to:

1. Retroactively execute the Agreement and Amendment One, as well as authorize the receipt and expenditure of grant funding in the total approximate amount of $2,000,000.00.
2. Execute other agreements and documents necessary for receipt and expenditure of said funding for the Agreement and Amendment One and exercise the termination and amendment provisions set forth in such agreements and documents, provided that such other agreements and documents and any amendments thereto are consistent with the purpose provided herein and following approval for form and legal sufficiency by the County Attorney's Office.
3. Apply for, receive, and expend additional future funds for up to 10 years from the effective date of this resolution.
4. Execute other agreements and documents necessary for receipt and expenditure of such future funds, and exercise termination and amendment provisions in such other agreements and documents, following approval for form and legal sufficiency by the County Attorney's Office.

Fiscal Impact/Funding Source

The DEO awarded the County $2,000,000.00 in grant funding in the Agreement.

Track Record/Monitor

The Division Director for CAHSD's Energy, Facilities, and Transportation Division, or other supervisory personnel will monitor this grant.

Background

During the State of Florida's Fiscal Year 2022-2023, the Florida Legislature appropriated $2,000,000.00 to Miami-Dade County for SHARP through an agreement with the DEO. SHARP aims to provide home repair and rehabilitation assistance to certain residential property owners. The target population is comprised of physically disabled and economically disadvantaged single-family homeowners aged 60 or older. The homeowners must own and reside in single-family homes that are in a deteriorating condition, have preexisting repair needs, or pose a significant possibility of future harm or injury to the homeowner or other occupants should repairs or maintenance not occur. Assistance through SHARP is geared towards ensuring that qualified clients can continue living in safe, decent, and sanitary conditions.

The Agreement provides grants of up to $50,000.00 to qualified low-to-moderate income homeowners (one per household) for home repairs to address infrastructure, health and safety, and accessibility related concerns. Home repair services includes landscaping, exterior painting, exterior window shutters and doors, electrical upgrades, ADA upgrades, bathroom upgrades, kitchen upgrades, roof repair or replacement and floor replacement. However, due to increased costs of construction and materials, the County requested, and the DEO agreed to, increase the maximum amount of funding per household to $60,000.00, which is reflected in Exhibit B. Clients receiving repairs funded through the Agreement were selected from a preexisting wait list of individuals which had applied and prequalified for SHARP.

CAHSD used $180,000.00 of the total $2,000,000 allocation, or 9 percent, to assist with program support and staffing needs to administer the program. Attachment 1, attached hereto and incorporated herein, reflects the current progress regarding SHARP as of July 2023.

Cathy Burgos, LCSW
Chief Community Services Officer

Attachments:
Exhibit A
Exhibit B
Attachment 1

EXHIBIT A

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GRANT AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY

THIS GRANT AGREEMENT NUMBER HL146 ("Agreement") is made and entered into by and between the State of Florida, Department of Economic Opportunity ("DEO"), and Miami-Dade County, Florida ("Grantee"). DEO and Grantee are sometimes referred to herein individually as a "Party" and collectively as "the Parties".

WHEREAS, DEO has the authority to enter into this Agreement and distribute State of Florida funds ("Award Funds") in the amount and manner set forth in this Agreement and in the following Attachments incorporated herein as an integral part of this Agreement:

- Attachment 1: Scope of Work
- Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements
- Attachment 3: Audit Compliance Certification

WHEREAS, the Agreement and its aforementioned Attachments are hereinafter collectively referred to as the "Agreement", and if any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the Attachments shall control, but only to the extent of the conflict or inconsistency;

WHEREAS, Grantee hereby represents and warrants that Grantee's signatory to this Agreement has authority to bind Grantee to this Agreement as of the Effective Date and that Grantee, through its undersigned duly-authorized representative in his or her official capacity, has the authority to request, accept, and expend Award Funds for Grantee's purposes in accordance with the terms and conditions of this Agreement;

NOW THEREFORE, for and in consideration of the covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties intending to be legally bound hereby agree to perform the duties described herein in this Agreement as follows:

A. AGREEMENT PERIOD

This Agreement is effective as of July 1,2022 (the "Effective Date") and shall continue until the earlier to occur of (a) June 30, 2023 (the "Expiration Date") or (b) the date on which either Party terminates this Agreement (the "Termination Date"). The period of time between the Effective Date and the Expiration Date or Termination Date is the "Agreement Period."

B. FUNDING

This Agreement is a cost reimbursement Agreement. DEO shall pay Grantee up to Two Million Dollars and Zero Cents ($2,000,000.00) in consideration for Grantee's performance under this Agreement. DEO may provide Grantee an advance of Award Funds under this Agreement. Travel expenses are authorized under this Agreement. DEO shall not pay Grantee's costs related to this Agreement incurred outside of the Agreement Period. In conformity with s. 287.0582, F.S., the State of Florida and DEO's performance and obligation to pay any Award Funds under this Agreement is contingent upon an annual appropriation by the Legislature. DEO shall have final unchallengeable authority as to both the availability of funds and what constitutes an "annual appropriation" of funds. Grantee shall not expend Award Funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency. Grantee shall not expend Award Funds to pay

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any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency or instrumentality thereof (including DEO); or to pay any costs incurred in connection with the prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof (including DEO), which Grantee instituted or in which Grantee has joined as a claimant. Grantee shall either (i) maintain Award Funds in a separate bank account, or (ii) expressly designate in Grantee's business records and accounting system that the Award Funds originated from this Agreement. Grantee shall not commingle Award Funds with any other funds. DEO may refuse to reimburse Grantee for purchases made with commingled funds. Grantee's costs must be in compliance with all laws, rules, and regulations applicable to expenditures of State funds, including the Reference Guide for State Expenditures. (https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/referenceguideforstateexpenditures4a8dd8e7f6fd4eaeb3eb12363d341f74.pdf?sfvrsn=ae70963d_2).

C. ELECTRONIC FUNDS TRANSFER

Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State's Chief Financial Officer. A copy of the Authorization form can be found on the vendor instruction page at: https://www.myfloridacfo.com/Division/AA/Vendors/ . Any questions should be directed to the Direct Deposit/EFT Section of the Division of Accounting and Auditing at (850) 413-5517. Once enrolled, invoice payments shall be made by EFT.

D. MODIFICATION

If, in DEO's sole and absolute determination, changes to this Agreement are necessitated by law or otherwise, DEO may at any time, with written notice of all such changes to Grantee, modify this Agreement within its original scope and purpose. Grantee shall be responsible for any due diligence necessary to determine the impact of the modification. Any modification of this Agreement requested by Grantee must be in writing and duly signed by all Parties in order to be enforceable.

E. AUDIT REQUIREMENTS AND COMPLIANCE

1. **Florida Single Audit Act - Section 215.97, Florida Statutes ("F.S.")**. Grantee shall comply with all applicable provisions of s. 215.97, F.S., s. 215.971, F.S., and Attachment 2 and Exhibit 1 to Attachment 2: Audit Requirements. Grantee shall perform the deliverables and tasks set forth in Attachment 1, Scope of Work. Grantee may only expend Award Funds for allowable costs resulting from obligations incurred during the Agreement Period. Grantee shall refund to DEO any: (1) balance of unobligated Award Funds which have been advanced or paid to Grantee; or (2) Award Funds paid in excess of the amount to which Grantee is entitled under the terms and conditions of this Agreement and Attachments hereto, upon expiration or termination of this Agreement.

2. **Audit Compliance**. Grantee understands and shall comply with the requirements of s. 20.055(5), F.S. Grantee agrees to reimburse the State for the reasonable costs of investigation the Inspector General or other authorized State official incurs for investigations of Grantee's compliance with the terms of this or any other agreement between the Grantee and the State which results in the suspension or debarment of Grantee. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment.

F. RECORDS AND INFORMATION RELEASE

1. **Records Compliance**. DEO is subject to the provisions of chapter 119, F.S., relating to public records. Any document Grantee submits to DEO under this Agreement may constitute public records under the Florida Statutes. Grantee shall cooperate with DEO regarding DEO's efforts to comply with the

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requirements of chapter 119, F.S. Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S., for records made or received by Grantee in connection with this Agreement. Grantee shall immediately notify DEO of the receipt and content of any records request by sending an e-mail to PRRequest@deo.myflorida.com within one business day after receipt of such request. Grantee shall indemnify, defend, and hold DEO harmless from any violation of Florida's public records laws wherein DEO's disclosure or nondisclosure of any public record was predicated upon any act or omission of Grantee. As applicable, Grantee shall comply with s. 501.171, F.S. DEO may terminate this Agreement if Grantee fails to comply with Florida's public records laws. Grantee shall allow public access to all records made or received by Grantee in connection with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution or s. 119.07(1), F.S.

2. **Identification of Records**. Grantee shall clearly and conspicuously mark all records submitted to DEO if such records are confidential and exempt from public disclosure. Grantee's failure to clearly mark each record and identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to delivery of the record to DEO serves as Grantee's waiver of a claim of exemption. Grantee shall 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 as long as those records are confidential and exempt pursuant to Florida law. If DEO's claim of exemption asserted in response to Grantee's assertion of confidentiality is challenged in any court of law, Grantee shall defend, assume, and be responsible for all fees, costs, and expenses in connection with such challenge.

3. **Keeping and Providing Records**. DEO and the State have an absolute right to view, inspect, or make or request copies of any records arising out of or related to this Agreement. Grantee has an absolute duty to keep and maintain all records arising out of or related to this Agreement. DEO may request copies of any records made or received in connection with this Agreement, or arising out of Grantees use of Award Funds, and Grantee shall provide DEO with copies of any records within 10 business days after DEO's request at no cost to DEO. Grantee shall maintain all books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of Award Funds. For avoidance of doubt, Grantee's duties to keep and provide records to DEO includes all records generated in connection with or as a result of this Agreement. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to DEO all public records in possession of Grantee or keep and maintain public records required by DEO to perform the service. If Grantee keeps and maintains public records upon completion of this Agreement, Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to DEO, upon request from DEO's custodian of records, in a format that is compatible with the information technology systems of DEO.

4. **Audit Rights.** Representatives of the State of Florida, DEO, the State Chief Financial Officer, the State Auditor General, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

5. **Single Audit Compliance Certification.** Annually, within 60 calendar days of the close of Grantee's fiscal year, Grantee shall electronically submit a completed Audit Compliance Certification (a version of this certification is attached hereto as Attachment 3) to audit@deo.myflorida.com. Grantee's timely

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submittal of one completed Audit Compliance Certification for each applicable fiscal year will fulfill this requirement for all agreements between DEO and Grantee.

6. **Ensure Compliance**. Grantee shall ensure that any entity which is paid from, or for which Grantee's expenditures will be reimbursed by, Award Funds, is aware of and will comply with the aforementioned audit and record keeping requirements.

7. **Contact Custodian of Public Records for Questions.**

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-7140, via e-mail at PRRequest@deo.myflorida.com, or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

G. TERMINATION AND FORCE MAJEURE

1. **Termination due to Lack of Funds:** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, DEO may terminate this Agreement upon no less than 24 hour written notice to Grantee. DEO shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, Grantee will be paid for any work satisfactorily completed prior to notification of termination. The lack of funds shall not constitute DEO's default under this Agreement.

2. **Termination for Cause:** DEO may terminate the Agreement if Grantee fails to: (1) deliver the services within the time specified in the Agreement or any extension; (2) maintain adequate progress, thus endangering performance of the Agreement; (3) honor any term of the Agreement; or (4) abide by any statutory, regulatory, or licensing requirement. The rights and remedies of DEO in this clause are in addition to any other rights and remedies provided by law or under the Agreement. Grantee shall not be entitled to recover any cancellation charges or lost profits.

3. **Termination for Convenience:** DEO, by written notice to Grantee, may terminate this Agreement in whole or in part when DEO determines in DEO's sole and absolute discretion that it is in DEO's interest to do so. Grantee shall not provide any deliverable pursuant to Attachment 1: Scope of Work after it receives the notice of termination, except as DEO otherwise specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.

4. **Grantee's Responsibilities Upon Termination:** If DEO issues a Notice of Termination to Grantee, except as DEO otherwise specifies in that Notice, Grantee shall: (1) Stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work DEO does not terminate; (3) take such action as may be necessary, or as DEO may specify, to protect and preserve any property which is in the possession of Grantee and in which DEO has or may acquire an interest; and (4) upon the effective date of termination, Grantee shall transfer, assign, and make available to DEO all property and materials belonging to DEO pursuant to the terms of this Agreement and all Attachments hereto. Grantee shall not receive additional compensation for Grantee's services in connection with such transfers or assignments.

5. **Force Majeure and Notice of Delay from Force Majeure.** Neither Party shall be liable to the

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other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, Grantee shall notify DEO in writing of the delay or potential delay and describe the cause of the delay either: (1) within 10 calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section is a condition precedent to such remedy. DEO, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against DEO. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from DEO for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE section, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless DEO determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to DEO or the State, in which case, DEO may terminate the Agreement in whole or in part.

H. BUSINESS WITH PUBLIC ENTITIES

Grantee is aware of and understands the provisions of s. 287.133(2)(a), F.S., and s. 287.134(2)(a), F.S. As required by s. 287.135(5), F.S., Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S.; or (4) engaged in business operations in Cuba or Syria. DEO may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba or Syria.

I. CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS

Prior to execution of this Agreement, Grantee must disclose in a written statement to DEO's Agreement Manager all prior or on-going civil or criminal litigation, investigations, arbitration or administrative proceedings (collectively "Proceedings") involving this Agreement. Thereafter, Grantee has a continuing duty to promptly disclose all Proceedings upon occurrence. This duty of disclosure applies to Grantee's or subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such. Grantee shall promptly notify DEO's Agreement Manager of any Proceeding relating to or affecting the Grantee's or subcontractor's business. If the existence of such Proceeding causes the State concern about Grantee's ability or willingness to perform the Agreement, then upon DEO's request, Grantee shall provide to DEO's Agreement Manager all reasonable assurances that: (i) Grantee will be able to perform the Agreement

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in accordance with its terms and conditions; and (ii) Grantee and/or its employees, agents, or subcontractor(s) have not and will not engage in conduct in performing services for DEO which is similar in nature to the conduct alleged in such Proceeding.

J. ADVERTISING AND SPONSORSHIP DISCLOSURE

1. Limitations on Advertising of Agreement. DEO does not endorse any Grantee, commodity, or service. Subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from DEO, including, but not limited to mentioning this Agreement in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking Grantee's name and either a description of the Agreement or the name of DEO or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential or actual authorized distributors, dealers, resellers, or service representatives.

2. Disclosure of Sponsorship. As required by s. 286.25, F.S., if Grantee is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Economic Opportunity." If the sponsorship reference is in written material, the words "State of Florida, Department of Economic Opportunity" shall appear in the same size letters or type as the name of the organization.

K. RECOUPMENT OF FUNDS

1. Recoupment. Notwithstanding anything in this Agreement to the contrary, DEO has an absolute right to recoup Award Funds. DEO may refuse to reimburse Grantee for any cost if DEO determines that such cost was not incurred in compliance with the terms of this Agreement. DEO may demand a return of Award Funds if DEO terminates this Agreement. The application of financial consequences as set forth in the Scope of Work is cumulative to any of DEO's rights to recoup Award Funds. Notwithstanding anything in this Agreement to the contrary, in no event shall the application of any financial consequences or recoupment of Award Funds exceed the amount of Award Funds, plus interest.

2. Overpayments. If Grantee's (a) noncompliance with this Agreement or any applicable federal, state, or local law, rule, regulation or ordinance, or (b) performance or nonperformance of any term or condition of this Agreement results in (i) an unlawful use of Award Funds; (ii) a use of Award Funds that doesn't comply with the terms of this Agreement; or (iii) a use which constitutes a receipt of Award Funds to which Grantee is not entitled (each such event an "Overpayment"), then Grantee shall return such Overpayment of Award Funds to DEO.

3. Discovery of Overpayments. Grantee shall refund any Overpayment of Award Funds to DEO within 30 days of Grantee's discovery of an Overpayment or receipt of notification from DEO that an Overpayment has occurred. DEO is the final authority as to what may constitute an Overpayment of Award Funds. Refunds should be sent to DEO's Agreement Manager and made payable to the "Department of Economic Opportunity." Should repayment not be made in a timely manner, DEO may charge interest at the lawful rate of interest on the outstanding balance beginning 30 days after the date of notification or discovery.

4. Right of Set-Off. DEO and the State shall have all of its common law, equitable, and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to DEO with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other

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reason. The State shall exercise its set-off rights in accordance with normal State practices, including, in cases of set-off pursuant to an audit, the finalization of such audits by the State or its representatives.

L. INSURANCE

Unless Grantee is a state agency or subdivision as defined in s. 768.28(2), F.S., Grantee shall provide and maintain at all times during this Agreement adequate commercial general liability insurance coverage. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

Grantee, at all times during the Agreement, at Grantee's sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

Grantee shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement, as required by law, and as otherwise necessary and prudent for the Grantee's performance of its operations in the regular course of business. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida, and such policies shall cover all employees engaged in any Agreement work. Grantee shall maintain any other insurance required in the Scope of Work. Upon request, Grantee shall produce evidence of insurance to DEO.

DEO shall not pay for any costs of any insurance or policy deductible, and payment of any insurance costs shall be Grantee's sole responsibility. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void the Agreement, at DEO's sole and absolute discretion, after DEO's review of Grantee's insurance coverage when Grantee is unable to comply with DEO's requests concerning additional appropriate and necessary insurance coverage. Upon execution of this Agreement, Grantee shall provide DEO written verification of the existence and amount for each type of applicable insurance coverage. Within 30 calendar days of the effective date of the Agreement, Grantee shall furnish DEO proof of applicable insurance coverage by standard ACORD form certificates of insurance. In the event that an insurer cancels any applicable coverage for any reason, Grantee shall immediately notify DEO of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within 15 business days after the cancellation of coverage. Copies of new insurance certificates must be provided to DEO's Agreement Manager with each insurance renewal.

M. CONFIDENTIALITY AND SAFEGUARDING INFORMATION

Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws will govern disclosure of any confidential information received by the State of Florida.

Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.

Except as necessary to fulfill the terms of this Agreement and with the permission of DEO, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited

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to, security procedures, business operations information, or commercial proprietary information in the possession of the State or DEO.

Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with state and federal law or regulations, except upon written consent of the recipient or the responsible parent or guardian of the recipient when authorized by law.

When Grantee has access to DEO's network and/or applications, in order to fulfill Grantee's obligations under this Agreement, Grantee shall abide by all applicable DEO Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (*e.g.*, laptops, thumb drives, hard drives, *etc.*) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

Grantee shall immediately notify DEO in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of DEO's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to DEO any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Grantee. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of DEO information in Grantee's possession or electronic interference with DEO operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to DEO not more than seven business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as DEO's Information Security Manager requests.

In the event of a breach of security concerning confidential personal information involved with this Agreement, Grantee shall comply with s. 501.171, F.S., as applicable. When notification to affected persons is required by statute, Grantee shall provide that notification, but only after receipt of DEO's written approval of the contents of the notice. Defined statutorily, and for purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of Grantee is not a breach, provided the information is not used for a purpose unrelated to Grantee's obligations under this Agreement or is not subject to further unauthorized use.

N. PATENTS, COPYRIGHTS, AND ROYALTIES

1. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of DEO to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person, firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by Grantee for DEO and, upon creation, shall be owned exclusively by DEO. To the extent that any such works may not be considered works made for hire for DEO under applicable law, Grantee agrees, upon creation of such works, to automatically assign to DEO ownership, including copyright

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interests and any other intellectual property rights therein, without the necessity of any further consideration.

2. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to DEO who will refer it to the Department of State to determine whether patent protection will be sought in the name of the State of Florida.

3. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings, or other graphic representations and works of any similar nature DEO has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of DEO to do so. Grantee shall give DEO written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.

4. Notwithstanding any other provisions herein, in accordance with s. 1004.23, F.S., a State University is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a State University shall report to the Department of State any such university's action taken to secure or exploit such trademarks, copyrights, or patents in accordance with s. 1004.23(6), F.S.

O. INFORMATION TECHNOLOGY RESOURCE

Grantee shall obtain prior written approval from the appropriate DEO authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact DEO's electronic information technology equipment or software, in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee shall contact the DEO Agreement Manager listed herein in writing for the contact information of the appropriate DEO authority for any such ITR purchase approval.

P. NONEXPENDABLE PROPERTY

1. For the requirements of this Nonexpendable Property section of the Agreement, "nonexpendable property" is the same as "property" as defined in s. 273.02, F.S., (equipment, fixtures, and other tangible personal property of a nonconsumable and nonexpendable nature).

2. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to DEO with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.

3. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without the written permission of and in accordance with instructions from DEO.

4. Immediately upon discovery, Grantee shall notify DEO, in writing, of any property loss with the date and reason(s) for the loss.

5. Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or DEO furnishes under this Agreement.

6. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in Attachment 1: Scope of Work.

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7. Upon the Expiration Date of this Agreement, Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to DEO a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee. Grantee shall provide written notice of any such planned disposition and await DEO's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein; the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. DEO, in its sole discretion, may require Grantee to refund to DEO the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

Q. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY

In accordance with s. 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, Grantee shall grant DEO a security interest in the property in the amount of the funding provided by this Agreement for the purchase of or improvements to the real property for five years from the date of purchase or the completion of the improvements or as further required by law.

Upon the Expiration Date of the Agreement, Grantee shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following: Grantee is authorized to retain ownership of the improvements to real property so long as: (1) Grantee is not sold, merged or acquired; (2) the real property subject to the improvements is owned by Grantee; and (3) the real property subject to the improvements is used for the purposes provided in this Agreement. If within five years of the termination of this Agreement, Grantee is unable to satisfy the requirements stated in the immediately preceding sentence, Grantee shall notify DEO in writing of the circumstances that will result in the deficiency upon learning of it, but no later than 30 calendar days prior to the deficiency occurring. In such event, DEO shall have the right, within its sole discretion, to demand reimbursement of part or all of the funding provided to Grantee under this Agreement.

R. CONSTRUCTION AND INTERPRETATION

The title, section, and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "Agreement" means this Agreement together with all attachments and exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder," and other words of similar import refer to this Agreement, including any Exhibits and Attachments, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. As appropriate, the use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to "$" shall mean United States dollars. The term "Grantee" includes any person or entity which has been duly authorized to and has the actual authority to act or perform on Grantee's behalf. The term "DEO" includes the State of Florida and any successor office, department, or agency of DEO, and any person or entity which has been duly authorized to and has the actual authority to act or perform on DEO's behalf. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. Time is of the essence with respect to the performance of all obligations under this Agreement. The

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Parties have participated jointly in the negotiation and drafting of this Agreement, and each Party has read and understands this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

S. CONFLICT OF INTEREST

This Agreement is subject to chapter 112, F.S. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5% interest in Grantee or its affiliates.

T. GRANTEE AS INDEPENDENT CONTRACTOR

Grantee is at all times acting and performing as an independent contractor. DEO has no ability to exercise any control or direction over the methods by which Grantee may perform its work and functions, except as provided herein. Nothing in this Agreement may be understood to constitute a partnership or joint venture between the Parties.

U. EMPLOYMENT ELIGIBILITY VERIFICATION – E-VERIFY

1. Section 448.095, F.S., requires the following:

   a. Every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

   b. A private employer shall, after making an offer of employment which has been accepted by a person, verify such person's employment eligibility. A private employer is not required to verify the employment eligibility of a continuing employee hired before January 1, 2021. However, if a person is a contract employee retained by a private employer, the private employer must verify the employee's employment eligibility upon the renewal or extension of his or her contract.

2. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: https://www.e-verify.gov/.

3. If Grantee does not use E-Verify, Grantee shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

V. NOTIFICATION OF INSTANCES OF FRAUD

Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors or employees, operational fraud or criminal activities to DEO's Agreement Manager in writing within 24 chronological hours.

W. NON-DISCRIMINATION

Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in this work,

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national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

X. ASSIGNMENTS

Grantee shall not assign, subcontract, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of DEO, which consent may be withheld in DEO's sole and absolute discretion. DEO is at all times entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida. Any attempted assignment of this Agreement or any of the rights hereunder by Grantee in violation of this provision shall be void *ab initio*.

Y. ENTIRE AGREEMENT; SEVERABILITY

This Agreement, and the attachments and exhibits hereto, embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. If a court of competent jurisdiction voids or holds unenforceable any provision of this Agreement, then that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions shall remain in full force and effect. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. If any inconsistencies or conflict between the language of this Agreement and its Attachments arise, then the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

Z. WAIVER; GOVERNING LAW; ATTORNEYS' FEES, DISPUTE RESOLUTION

1. **Waiver.** No waiver by DEO of any of provision herein shall be effective unless explicitly set forth in writing and signed by DEO. No waiver by DEO may be construed as a waiver of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure by DEO to exercise, or delay in exercising, any right, remedy, power or privilege under this Agreement may be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies set forth herein are cumulative and not exclusive.

2. **Governing Law.** The laws of the State of Florida shall govern the construction, enforcement, and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties expressly consent to exclusive jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.

3. **Attorneys' Fees, Expenses.** Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.

4. **Dispute Resolution.** DEO shall decide disputes concerning the performance of the Agreement, and DEO shall serve written notice of same to Grantee. DEO's decision shall be final and conclusive unless within 21 calendar days from the date of receipt, Grantee files with DEO a petition for administrative hearing. DEO's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to

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chapter 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S.

AA. INDEMNIFICATION

If Grantee is a state agency or subdivision, as defined in s. 768.28(2), F.S., pursuant to s. 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.

1. Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of DEO or the State proximately caused.

2. Further, Grantee shall fully indemnify, defend, and hold harmless the State and DEO from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to DEO's misuse or modification of Grantee's products or DEO's operation or use of Grantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may, at Grantee's sole expense, procure for DEO the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure for DEO the right to continue using the product, Grantee shall remove the product and refund DEO the amounts paid in excess of a reasonable fee, as determined by DEO in its sole and absolute discretion, for past use. DEO shall not be liable for any royalties.

3. Grantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or DEO giving Grantee (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense, and (3) assistance in defending the action at Grantee's sole expense. Grantee shall not be liable for any cost, expense, or compromise incurred or made by the State or DEO in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

4. The State and DEO may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

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BB. CONTACT INFORMATION FOR GRANTEE AND DEO CONTACTS

Grantee's Payee:	**Grantee's Agreement Manager**:
Miami-Dade County, Florida	Adrian Frazier
701 NW 1st Court 11th floor	701 NW 1st Court 11th floor
Miami, FL 33136	Miami, FL 33136
Telephone: (786)-469-4730	Telephone: (786)469-4811
Fax #: (786)469-4750	Fax #: (786)469-4750
	Email: adrian.frazier@miamidade.gov

DEO's Agreement Manager:

Demetris Thomas

107 E. Madison Street

Tallahassee Florida 32399

Telephone: (850)245-7393

Email: Demetris.Thomas@deo.myflorida.com

CC. NOTICES

The Parties' respective contact information is set forth in the immediately preceding paragraph and may be subject to change at the Parties' discretion. If the contact information changes, the Party making such change will notify the other Party in writing. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via email, if the sender on the same day sends a confirming copy of such notice by certified or registered mail; (iii) the next business day following the day on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

[Rest of page left intentionally blank; Attachments to follow after signature page]

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IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and in all attachments hereto, the Parties, through their duly authorized representatives, sign this Agreement and **IN WITNESS THEREOF**, and in consideration of the mutual covenants set forth above and in all attachments hereto, the Parties, through their duly authorized representatives, sign this Agreement and represent and warrant that they understand the Agreement and Attachments' terms and conditions as of the Effective Date.

DEPARTMENT OF ECONOMIC OPPORTUNITY		**MIAMI-DADE COUNTY, FLORIDA**	
By	DocuSigned by: 8D7A4D05416240F... Signature	**By**	Signature
Title	**Dane Eagle** **Secretary**	**Title**	**Morris Copeland** **Deputy Mayor**
Date	11/7/2022	**Date**	10/24/22

MORRIS COPELAND, CPM
CHIEF COMMUNITY SERVICES OFFICER
MIAMI-DADE COUNTY, FL

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC OPPORTUNITY

DocuSigned by:
By: 6F42E414753A4C8...

Approved Date: 10/28/2022

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ATTACHMENT 1
SCOPE OF WORK

1. **PROJECT DESCRIPTION:** For State Fiscal Year 2022-2023, the Florida Legislature appropriated Two Million Dollars and Zero Cents ($2,000,000.00) in Specific Appropriation line item 2281, from the General Revenue Fund of Florida's General Appropriation Act, for Senior Housing Assistance Repair Program under a direct agreement with DEO. Miami-Dade County's Senior Homeowners Assistance Repair Program (SHARP) provides home repairs and rehabilitation to senior owned residential properties in Miami-Dade County resulting in safe, decent and sanitary living conditions. The program will provide low to moderate income homeowners a grant (one per household) of up to $50,000 for home repairs to address infrastructure, health and safety and Americans with Disabilities Act (ADA) related concerns, for a minimum of 36 homes assisted with repairs and rehabilitation. Target populations are elderly, physically disabled and economically disadvantaged single-family homeowners of senior age (60 or older) who have deteriorating homes and/ or other repair needs. Miami-Dade County will use nine percent ($180,000) of the total $2,000,000 allocation to assist with program support and staffing needs to administer the program.

Funding under this agreement will be used for home repair services that include landscaping, exterior painting, exterior window shutters and doors, electrical upgrades, HVAC upgrades, ADA upgrades, bathroom upgrades, kitchen upgrades, improved accessibility, roof repairs or replacement and flooring upgrades.

2. **GRANTEE RESPONSIBILITIES:** Grantee shall, in addition to all other requirements set forth in the Agreement and this Scope of Work, perform the following activities:

2.1 Grantee shall screen qualified candidates to assist in accordance with Grantee's policies. Such screening shall include applications, etc.

2.2 Grantee shall complete renovations to single family homeowners of senior age (60 or older) who have deteriorating homes and/ or other repair needs. The program shall serve approximately 36 senior homeowners (up to $50,000 per home) who reside in Miami-Dade County.

2.3 Prior to beginning renovation of a Senior home, Grantee shall provide to DEO a quote for each home. Each quote shall contain a description of the work to be completed.

2.4 Grantee shall provide construction management and project oversight for each approved Project home and shall ensure that the Project home construction is in accordance with the construction bid/quote. When subcontracting, Grantee shall use properly licensed, Florida-based vendors and contractors.

2.5 Grantee shall provide DEO's Agreement Manager with documentation showing that Grantee has legal title to each Senior home property prior to commencing Renovations or, alternatively, that Grantee has written permission from the qualified resident or entity who already owns the home to undertake the proposed Renovations. DEO will not reimburse costs to Grantee prior to Grantee providing such documentation.

2.6 Submit to DEO copies of all contracts and subcontracts entered into in furtherance of the project plan, for which Grantee is seeking reimbursement under this Agreement. All such contracts and subcontracts must be procured in compliance with Grantee's policies and procedures, and with applicable law.

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2.7 Submit to DEO's Agreement Manager a copy of the final Design Plans and associated permits for the Project.

2.8 Renovations: Grantee shall complete one or more of the following repair services to a minimum of 36 Senior homes that include landscaping, exterior painting, exterior window shutters and doors, electrical upgrades, HVAC upgrades, ADA upgrades, bathroom upgrades, kitchen upgrades, improved accessibility, roof repairs or replacement and flooring upgrades in accordance with the approved plans and budget:

2.8.1 Perform site work/demolition.

2.8.2 Remodel, including electrical, HVAC, and plumbing.

2.8.3 Purchase and install window shutters and doors.

2.8.4 Purchase and install materials to renovate bathroom(s).

2.8.5 Purchase and install all material to renovate kitchen.

2.8.6 Repair and paint exterior walls.

2.8.7 Complete ADA upgrades to include ramps.

2.8.8 Install landscaping.

2.8.9 Repair and or replace roof

2.8.10 Repair and or replace flooring.

2.8.11 Perform site mobilization.

2.9 In performing under this Agreement, Grantee shall comply with all applicable laws, rules, and regulations, including but not limited to any applicable requirements of Chapter 255, Florida Statutes.

2.10 Pursuant to Deliverable 1, Administrative Costs shall be paid on a reimbursement basis up to ($180,000) upon satisfactory completion of deliverable information and documentation submitted for payment. Such costs are limited to administrative/operating costs specified in Grantee's project budget approved by DEO under this Agreement, including salaries and benefits, office supplies, equipment. Grantee must ensure all cost are allowable, allocable, reasonable, documented, and necessary and are used only to support the activities specified in this Agreement. If the total amount of administrative costs exceeds the limit ($180,000), Grantee must use non-Agreement funds to cover any additional costs. In addition, if the total administrative costs incurred during the Agreement period is less than the total amount allowed, any excess funds may be used for allowable costs associated with Deliverable 1 with DEO's prior written approval of a revised project budget. Such changes shall not require a formal amendment to the Agreement. To be payable, Grantee must provide details sufficient to support all costs and sufficient documentation with invoices to support a pre- and post-audit of the charges claimed. Reimbursements will be limited to federal and state statutory limits and must be in accordance with the guidelines established in the Department of Financial Services' (DFS) Reference Guide for State Expenditures available at: https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/referenceguideforstateexpenditures4a8dd8e7f6fd4eaeb3eb12363d341f74.pdf?sfvrsn=ae70963d_2

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3. **DEO'S RESPONSIBILITIES:** DEO shall monitor progress, review reports, conduct site visits as determined necessary by DEO, and process payments to Grantee in accordance with state law.

4. **DELIVERABLES:**

Grantee agrees to provide the following services as specified:

Deliverable No. 1 – Renovations to Senior Homes		
Tasks	**Minimum Level of Service**	**Financial Consequences**
Grantee shall renovate at least thirty-six (36) homes in accordance with Section 2.2 of the Scope of Work. Grantee shall provide program administrative operational support as specified in Section 2.10., of this Scope of Work.	Grantee shall complete renovations to a minimum of at least one (1) Senior homes. Each completion shall be evidenced by all of the following: 1) For each construction task, a certification by a licensed professional, certifying that the project, or a quantifiable portion of the project is complete; 2) Certification from Grantee's Project Manager that all work has been completed for the home and that the work was done in accordance with the construction quote. 3) Before and after photos of the project. 4) A complete invoice package as described in Section 6 below.	Failure to perform the Minimum Level of Service shall result in non-payment. Failure to complete the work for at least eighteen (18) Senior homes during the Agreement Period could result in default of the grant.
		Deliverable 1 - $2,000,000.00
		TOTAL AWARD NOT TO EXECEED: $2,000,000.00

5. **REPORTING:**

5.1 Quarterly: Grantee shall provide a quarterly report listing all progress relating to the Deliverables in Section 4. Quarterly reports are due to DEO within 30 calendar days after the end of each quarter, until submission of the final invoice package. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30. The quarterly report shall include a summary of project progress, indicating percentage of completion of each Deliverable, and all additional reports which are required pursuant to this Agreement, including but not limited to, reports documenting the positive return on investment to the State that results from Grantee's project and its use of Award Funds. The summary shall also include any issues

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or events occurring which affect the ability of the Grantee to meet the terms of this Agreement. If all required reports and copies are not sent to DEO or are not completed in a manner acceptable to DEO, payments may be withheld until the reports are properly completed or otherwise allowable by law.

5.2 Minority and Service-Disabled Veteran Business Enterprise Report: Grantee shall provide a Minority and Service-Disabled Veteran Business Enterprise Report with each invoice summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors and material suppliers for that period and the project to date. Grantee shall include the names, addresses, and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant. DEO's Minority Coordinator can be reached at (850) 245-7462 to answer concerns and questions.

5.3 Close-out Report: No later than 60 calendar days after the Agreement ends or is terminated, Grantee shall provide copies of all paid invoices to document completed work.

6. INVOICE SUBMITTAL AND PAYMENT SCHEDULE: DEO shall pay Grantee in accordance with the following schedule in the amount identified per deliverable in Section 4 above. The deliverable amount specified does not establish the value of the deliverable. In accordance with the requirements of s. 215.971(1), F.S., and the **Audit Requirements and Compliance** section of this Agreement, Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

6.1 Grantee shall provide one (1) invoice per completed home for all services rendered during the applicable period. Grantee shall submit invoices as set forth below to be eligible to receive and retain payment for the performance of duties and completion of deliverables set forth above. Grantee shall submit all documentation necessary to support Grantee's expenditures. DEO may request any information from Grantee that DEO deems necessary to verify that Grantee has performed the services for which payment is requested. Grantee's submission of each invoice package is Grantee's certification that it has performed the services and incurred the costs in compliance with all applicable laws and the terms of this Agreement. Grantee will provide invoices in accordance with the requirements of the Reference Guide for State Expenditures available at: https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/referenceguideforstateexpenditures4a8dd8e7f6fd4eaeb3eb12363d341f74.pdf?sfvrsn=ae70963d_2. Invoices must be legible and must clearly reflect the performance for which payment is sought. Payment does not become due under this Agreement until DEO accepts and approves the invoiced deliverable(s) and any required report(s). At DEO's option, Grantee may submit invoices electronically. Grantee shall submit its final invoice for payment to DEO no later than 60 days after this Agreement ends and DEO may, at DEO's sole and absolute discretion, refuse to honor any requests for payment submitted after this deadline.

6.2 Invoices must contain Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the invoice number, and the invoice period. Grantee shall submit the following documents with the itemized invoice:

6.2.1 A cover letter signed by Grantee's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are

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for one or more of the components as stated in Section 4, Deliverables, of this Scope of Work; (3) have been paid; and (4) were incurred during the Agreement period;

6.2.2 Grantee's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;

6.2.3 A certification by a licensed engineer using AIA forms G702 and G703, or their substantive equivalent, certifying that the project, or a quantifiable portion of the project, is complete;

6.2.4 Before and after photographs of the completed work;

6.2.5 A copy of all supporting documentation for vendor payments;

6.2.6 A copy of the cancelled check(s) specific to the project; and

6.2.7 A copy of the bank statement that includes the cancelled check.

6.3 The State may require any other information from Grantee that the State deems necessary to verify that the services have been rendered under the Agreement.

6.4 All documentation necessary to support payment requests must be submitted with Grantee's invoice for DEO's review.

6.5 Grantee's invoice and all documentation necessary to support payment requests must be submitted into DEO's Subrecipient Enterprise Resource Application (SERA). Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the Agreement.

7. **RETURN ON INVESTMENT:** Grantee is required to provide, on or before October 31, 2022, an initial report identifying actual returns on investment by fiscal year for state funding previously received (if applicable), as well as projected positive returns the state will receive by providing Grantee funding through this Agreement.

7.1 Beginning at the end of the first full quarter following execution of this Agreement, Grantee shall provide quarterly update reports directly to DEO's Agreement Manager documenting the positive return on investment to the state that results from the Grantee's project and its use of monies provided under this Agreement.

7.2 Quarterly update reports shall be provided to DEO's Agreement Manager within 30 calendar days after the end of each quarter thereafter until Grantee is instructed that no further reports are needed.

8. **FINANCIAL CONSEQUENCES FOR FAILURE TO TIMELY AND SATISFACTORILY PERFORM:** Failure to complete all deliverables in accordance with the requirements of this Agreement, and most particularly the deliverables specified above in Section 4, Deliverables, will result in DEO's assessment of the specified financial consequences. If appropriate, should the Parties agree to a corrective action plan, the plan shall specify additional financial consequences to be applied after the effective date of the corrective action plan. This provision for financial consequences shall in no manner affect DEO's right to terminate the Agreement as provided elsewhere in the Agreement.

- End of Attachment 1 (Scope of Work) -

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Attachment 2
AUDIT REQUIREMENTS

The administration of resources awarded by DEO to the recipient (herein otherwise referred to as "Grantee") may be subject to audits and/or monitoring by DEO as described in this Attachment 2.

MONITORING. In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by DEO. In the event the DEO determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by DEO staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS.

PART I: FEDERALLY FUNDED. This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.1.

1. A recipient that expends $750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through DEO by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from DEO. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through DEO

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by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS.

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION.

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.1 and §200.512.

   The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient <u>directly</u> to each of the following:

   a. DEO at each of the following addresses:

Electronic copies (preferred):	or	Paper (hard copy):
Audit@deo.myflorida.com		Department Economic Opportunity MSC # 75, Caldwell Building 107 East Madison Street Tallahassee, FL 32399-4126

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b. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room
401 111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the recipient directly to:

Electronic copies (preferred):	or	Paper (hard copy):
Audit@deo.myflorida.com		Department Economic Opportunity MSC # 75, Caldwell Building 107 East Madison Street Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted DEO pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to DEO for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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EXHIBIT 1 to Attachment 2

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project

STATE AWARDING AGENCY: FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY
CSFA NUMBER: 40.038
CSFA TITLE: LOCAL ECONOMIC DEVELOPMENT INITIATIVES
TOTAL STATE AWARD AMOUNT: $2,000,000.00

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

1. Activities are limited to those specified in Attachment 1, Scope of Work, of this Agreement.

NOTE: List applicable compliance requirements

NOTE: 2 CFR § 200.331, as revised, and s. 215.97(5), F.S., require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

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Attachment 3

AUDIT COMPLIANCE CERTIFICATION

Grantee Name: ____
FEIN: ____________________
Grantee's Fiscal Year: _________________________
Contact Person Name and Phone Number: ______________________________
Contact Person Email Address: ______________________________

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Department of Economic Opportunity (DEO)? ____ Yes ____ No

   If the above answer is yes, also answer the following before proceeding to item 2:

   Did Grantee expend $750,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year? ____ Yes ____ No

   If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of s. 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and DEO? ____ Yes ____ No

   If the above answer is yes, also answer the following before proceeding to execution of this certification:

   Did Grantee expend $750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? ____ Yes ____ No

   If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR Part 200, Subpart F, as revised.

By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.

______________________________	______________________________
Signature of Authorized Representative	Date
______________________________	______________________________
Printed Name of Authorized Representative	Title of Authorized Representative

EXHIBIT B

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**AMENDMENT ONE
TO GRANT AGREEMENT
BETWEEN
THE DEPARTMENT OF ECONOMIC OPPORTUNITY
AND
MIAMI-DADE COUNTY, FLORIDA**

On November 7, 2022, the State of Florida of Economic Opportunity ("DEO"), and Miami-Dade County, Florida ("Grantee"), entered into Grant Agreement HL146 ("Agreement") for Two Million Dollars and Zero Cents ($2,000,000.00). DEO and Grantee are sometimes referred to herein individually as a "Party" and collectively as "the Parties"

WHEREAS, Section D. Modification of the Agreement provides that any amendment to the Agreement shall be in writing and executed by the Parties thereto; and

WHEREAS, the Parties wish to amend the Agreement as set forth herein;

NOW THEREFORE, in consideration of the mutual covenants and obligations set forth herein , the receipt and sufficiency if which are hereby acknowledged, the Parties agree to the following:

1. Section A, Agreement Period, is hereby deleted in its entirety and is replaced with the following:

   This Agreement is effective as of July 1, 2022 (the "Effective Date") and shall continue until the earlier to occur of (a) June 30, 2023 (the "Expiration Date") or (b) the date on which either Party terminates this Agreement (the "Termination Date"). The period of time between the Effective Date and the Expiration Date or Termination is the "Agreement Period."

   The Agreement period of this Agreement will be extended to August 31, 2023, if appropriation for this agreement is certified forward. For an invoice for services completed after the original Expiration Date to be paid, the contract or purchase order must have been executed on or before June 30, 2023, the Grantee must have started the tasks or deliverable by June 30, 2023, and the work on the tasks or deliverable must be ongoing. Grantee shall not be reimbursed for any eligible costs (hereinafter referred to as "obligations") incurred outside of the Agreement Period; provided, however, that pursuant to Section 216.301, Florida Statutes (F.S.), any such obligations Grantee incurred during the Agreement Period for which services, tasks, or deliverable are expected to be completed after the Agreement Period may be eligible for reimbursement as long as these services, tasks, or deliverables are satisfactorily completed on or before August 31, 2021, as DEO shall determine in its sole and absolute discretion, and comply with Section 216.301, F.S., and Attachment 1, Section 6, Invoice Submittal and Payment Schedule of this Agreement on or before September 15, 2023.

2. Attachment 1, Scope of Work, is hereby deleted in its entirety and is replaced with the following:

**ATTACHMENT 1
SCOPE OF WORK**

1. PROJECT DESCRIPTION: For State Fiscal Year 2022-2023, the Florida Legislature appropriated Two Million Dollars and Zero Cents ($2,000,000.00) in Specific Appropriation line item 2281, from the General Revenue Fund of Florida's General Appropriation Act, for Senior Housing Assistance Repair Program under a direct agreement with DEO. Miami-Dade County's Senior Homeowners Assistance Repair Program (SHARP) provides home repairs and rehabilitation to senior owned residential properties in Miami-Dade County resulting in safe, decent and sanitary living conditions. The program will provide low to moderate

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income homeowners a grant (one per household) of up to $60,000 for home repairs to address infrastructure, health and safety and Americans with Disabilities Act (ADA) related concerns, for a minimum of 36 homes assisted with repairs and rehabilitation. Target populations are elderly, physically disabled and economically disadvantaged single-family homeowners of senior age (60 or older) who have deteriorating homes and/ or other repair needs. Miami-Dade County will use nine percent ($180,000) of the total $2,000,000 allocation to assist with program support and staffing needs to administer the program.

Funding under this agreement will be used for home repair services that include landscaping, exterior painting, exterior window shutters and doors, electrical upgrades, HVAC upgrades, ADA upgrades, bathroom upgrades, kitchen upgrades, improved accessibility, roof repairs or replacement and flooring upgrades.

2. **GRANTEE RESPONSIBILITIES:** Grantee shall, in addition to all other requirements set forth in the Agreement and this Scope of Work, perform the following activities:

2.1 Grantee shall screen qualified candidates to assist in accordance with Grantee's policies. Such screening shall include applications, etc.

2.2 Grantee shall complete renovations to single family homeowners of senior age (60 or older) who have deteriorating homes and/ or other repair needs. The program shall serve approximately 36 senior homeowners (up to $60,000 per home) who reside in Miami-Dade County.

2.3 Prior to beginning renovation of a Senior home, Grantee shall provide to DEO a quote for each home. Each quote shall contain a description of the work to be completed.

2.4 Grantee shall provide construction management and project oversight for each approved Project home and shall ensure that the Project home construction is in accordance with the construction bid/quote. When subcontracting, Grantee shall use properly licensed, Florida-based vendors and contractors.

2.5 Grantee shall provide DEO's Agreement Manager with documentation showing that Grantee has legal title to each Senior home property prior to commencing Renovations or, alternatively, that Grantee has written permission from the qualified resident or entity who already owns the home to undertake the proposed Renovations. DEO will not reimburse costs to Grantee prior to Grantee providing such documentation.

2.6 Submit to DEO copies of all contracts and subcontracts entered into in furtherance of the project plan, for which Grantee is seeking reimbursement under this Agreement. All such contracts and subcontracts must be procured in compliance with Grantee's policies and procedures, and with applicable law.

2.7 Submit to DEO's Agreement Manager a copy of the final Design Plans and associated permits for the Project.

2.8 Renovations: Grantee shall complete one or more of the following repair services to a minimum of 36 Senior homes that include landscaping, exterior painting, exterior window shutters and doors, electrical upgrades, HVAC upgrades, ADA upgrades, bathroom upgrades, kitchen upgrades, improved accessibility, roof repairs or replacement and flooring upgrades in accordance with the approved plans and budget:

2.8.1 Perform site work/demolition.

2.8.2 Remodel, including electrical, HVAC, and plumbing.

2.8.3 Purchase and install window shutters and doors.

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2.8.4 Purchase and install materials to renovate bathroom(s).

2.8.5 Purchase and install all material to renovate kitchen.

2.8.6 Repair and paint exterior walls.

2.8.7 Complete ADA upgrades to include ramps.

2.8.8 Install landscaping.

2.**8.9** Repair and or replace roof

2.8.10 Repair and or replace flooring.

2.8.11 Perform site mobilization.

2.9 In performing under this Agreement, Grantee shall comply with all applicable laws, rules, and regulations, including but not limited to any applicable requirements of Chapter 255, Florida Statutes.

2.10 Pursuant to Deliverable 1, Administrative Costs shall be paid on a reimbursement basis up to ($180,000) upon satisfactory completion of deliverable information and documentation submitted for payment. Such costs are limited to administrative/operating costs specified in Grantee's project budget approved by DEO under this Agreement, including salaries and benefits, office supplies, equipment. Grantee must ensure all cost are allowable, allocable, reasonable, documented, and necessary and are used only to support the activities specified in this Agreement. If the total amount of administrative costs exceeds the limit ($180,000), Grantee must use non-Agreement funds to cover any additional costs. In addition, if the total administrative costs incurred during the Agreement period is less than the total amount allowed, any excess funds may be used for allowable costs associated with Deliverable 1 with DEO's prior written approval of a revised project budget. Such changes shall not require a formal amendment to the Agreement. To be payable, Grantee must provide details sufficient to support all costs and sufficient documentation with invoices to support a pre- and post-audit of the charges claimed. Reimbursements will be limited to federal and state statutory limits and must be in accordance with the guidelines established in the Department of Financial Services' (DFS) Reference Guide for State Expenditures available at: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf

3. **DEO'S RESPONSIBILITIES:** DEO shall monitor progress, review reports, conduct site visits as determined necessary by DEO, and process payments to Grantee in accordance with state law.

4. **DELIVERABLES:**

Grantee agrees to provide the following services as specified:

Deliverable No. 1 – Renovations to Senior Homes		
Tasks	**Minimum Level of Service**	**Financial Consequences**
Grantee shall renovate at least thirty-six (36) homes in accordance with Section 2., 2.2. and 2.8 of the Scope of Work.	Grantee shall complete renovations to a minimum of at least one (1) Senior homes. Each completion	Failure to perform the Minimum Level of Service shall result in non-payment.

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Grantee shall provide program administrative operational support as specified in Section 2.10., of this Scope of Work.	shall be evidenced by all of the following: 1) For each construction task, a certification by a licensed professional, certifying that the project, or a quantifiable portion of the project is complete; 2) Certification from Grantee's Project Manager that all work has been completed for the home and that the work was done in accordance with the construction quote. 3) Before and after photos of the project. 4) A complete invoice package as described in Section 6 below.	Failure to complete the work for at least eighteen (18) Senior homes during the Agreement Period could result in default of the grant.
		Deliverable 1 - $2,000,000.00
		TOTAL AWARD NOT TO EXECEED: $2,000,000.00

5. REPORTING:

5.1 Quarterly: Grantee shall provide a quarterly report listing all progress relating to the Deliverables in Section 4. Quarterly reports are due to DEO within 30 calendar days after the end of each quarter, until submission of the final invoice package. The ending dates for each quarter of the program year are September 30, December 31, March 31, and June 30. The quarterly report shall include a summary of project progress, indicating percentage of completion of each Deliverable, and all additional reports which are required pursuant to this Agreement, including but not limited to, reports documenting the positive return on investment to the State that results from Grantee's project and its use of Award Funds. The summary shall also include any issues or events occurring which affect the ability of the Grantee to meet the terms of this Agreement. If all required reports and copies are not sent to DEO or are not completed in a manner acceptable to DEO, payments may be withheld until the reports are properly completed or otherwise allowable by law.

5.2 Minority and Service-Disabled Veteran Business Enterprise Report: Grantee shall provide a Minority and Service-Disabled Veteran Business Enterprise Report with each invoice summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors and material suppliers for that period and the project to date. Grantee shall include the names, addresses, and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant. DEO's Minority Coordinator can be reached at (850) 245-7462 to answer concerns and questions.

5.3 Close-out Report: No later than 60 calendar days after the Agreement ends or is terminated, Grantee shall provide copies of all paid invoices to document completed work.

6. INVOICE SUBMITTAL AND PAYMENT SCHEDULE: DEO shall pay Grantee in accordance with the following schedule in the amount identified per deliverable in Section 4 above. The deliverable amount specified does not establish the value of the deliverable. In accordance with the requirements of s. 215.971(1), F.S., and the **Audit Requirements and Compliance** section of this Agreement, Grantee and its

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subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the Agreement period.

6.1 Grantee shall provide one (1) invoice per completed home for all services rendered during the applicable period. Grantee shall submit invoices as set forth below to be eligible to receive and retain payment for the performance of duties and completion of deliverables set forth above. Grantee shall submit all documentation necessary to support Grantee's expenditures. DEO may request any information from Grantee that DEO deems necessary to verify that Grantee has performed the services for which payment is requested. Grantee's submission of each invoice package is Grantee's certification that it has performed the services and incurred the costs in compliance with all applicable laws and the terms of this Agreement. Grantee will provide invoices in accordance with the requirements of the Reference Guide for State Expenditures available at: https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/referenceguideforstateexpenditures4a8dd8e7f6fd4eaeb3eb12363d341f74.pdf?sfvrsn=ae70963d_2. Invoices must be legible and must clearly reflect the performance for which payment is sought. Payment does not become due under this Agreement until DEO accepts and approves the invoiced deliverable(s) and any required report(s). At DEO's option, Grantee may submit invoices electronically. Grantee shall submit its final invoice for payment to DEO no later than September 15, 2023. If Grantee fails to do so, DEO, in its sole discretion, may refuse to honor any requests submitted after this time period and may consider Grantee to have forfeited any and all rights to payment under this Agreement.

6.2 Invoices must contain Grantee's name, address, federal employer identification number or other applicable Grantee identification number, the Agreement number, the invoice number, and the invoice period. Grantee shall submit the following documents with the itemized invoice:

6.2.1 A cover letter signed by Grantee's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 4, Deliverables, of this Scope of Work; (3) have been paid; and (4) were incurred during the Agreement period;

6.2.2 Grantee's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;

6.2.3 A certification by a licensed engineer using AIA forms G702 and G703, or their substantive equivalent, certifying that the project, or a quantifiable portion of the project, is complete;

6.2.4 Before and after photographs of the completed work;

6.2.5 A copy of all supporting documentation for vendor payments;

6.2.6 A copy of the cancelled check(s) specific to the project; and

6.2.7 A copy of the bank statement that includes the cancelled check.

6.3 The State may require any other information from Grantee that the State deems necessary to verify that the services have been rendered under the Agreement.

6.4 All documentation necessary to support payment requests must be submitted with Grantee's invoice for DEO's review.

6.5 Grantee's invoice and all documentation necessary to support payment requests must be submitted into DEO's Subrecipient Enterprise Resource Application (SERA). Further instruction on SERA invoicing and reporting, along with a copy of the invoice template, will be provided upon execution of the Agreement.

7. **RETURN ON INVESTMENT:** Grantee is required to provide, on or before October 31, 2022, an initial report identifying actual returns on investment by fiscal year for state funding previously received (if

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applicable), as well as projected positive returns the state will receive by providing Grantee funding through this Agreement.

7.1 Beginning at the end of the first full quarter following execution of this Agreement, Grantee shall provide quarterly update reports directly to DEO's Agreement Manager documenting the positive return on investment to the state that results from the Grantee's project and its use of monies provided under this Agreement.

7.2 Quarterly update reports shall be provided to DEO's Agreement Manager within 30 calendar days after the end of each quarter thereafter until Grantee is instructed that no further reports are needed.

8. FINANCIAL CONSEQUENCES FOR FAILURE TO TIMELY AND SATISFACTORILY PERFORM: Failure to complete all deliverables in accordance with the requirements of this Agreement, and most particularly the deliverables specified above in Section 4, Deliverables, will result in DEO's assessment of the specified financial consequences. If appropriate, should the Parties agree to a corrective action plan, the plan shall specify additional financial consequences to be applied after the effective date of the corrective action plan. This provision for financial consequences shall in no manner affect DEO's right to terminate the Agreement as provided elsewhere in the Agreement.

3. This Agreement is hereby reinstated as though it had not expired.

4. All other terms and conditions of the Agreement remain in full force and effect.

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IN WITNESS THEREFORE, by signature below, the Parties agree to abide by the terms, conditions, and provisions of Agreement **#HL146** as amended. This Amendment is effective as of June 30, 2023.

DEPARTMENT OF ECONOMIC OPPORTUNITY		**MIAMI-DADE COUNTY, FLORIDA**	
By	DocuSigned by: J. Alex Kelly A42B945EA706449... Signature	**By**	Signature
Title	**J. Alex Kelly** **Secretary**	**Title**	**Morris Copeland** **Deputy Mayor**
Date	6/26/2023	**Date**	6/22/23

MORRIS COPELAND, CPM
CHIEF COMMUNITY SERVICES OFFICER
MIAMI-DADE COUNTY, FL

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC OPPORTUNITY

By: DocuSigned by: Ashanti Breeden 6E0C368A738D440...

Approved Date: 6/23/2023

ATTACHMENT 1

Attachment 1

Miami-Dade County, Community Action and Human Services Department - Energy, Facilities, and Transportation Division (EFTD)
Senior Housing Assistance and Repair Program FY 2022 / Florida Department of Economic Opportunity - $ 2,000,000.00

Report as of 7/20/23

#	Project No:	District	Recommendation of Award Issued	Under Construction	Project Closeout /Completed	Contract Amount
1	SHARP-001-SA-R	3	✓	✓	7/17/2023	$ 48,447.75
2	SHARP-001-SA-R	2	✓	✓	7/17/2023	$ 53,699.55
3	SHARP-001-SA-R	2	✓	✓	7/17/2023	$ 48,800.00
4	SHARP-001-SA-R	2	✓	✓	7/17/2023	$ 49,800.00
5	SHARP-001-SA-R	2	✓	✓	7/17/2023	$ 40,927.00
6	SHARP-002-CP	2	✓	✓	7/10/2023	$ 48,930.20
7	SHARP-002-CP	2	✓	✓	7/10/2023	$ 49,838.25
8	SHARP-002-CP	2	✓	✓	7/10/2023	$ 41,200.00
9	SHARP-002-CP	2	✓	✓	7/10/2023	$ 45,336.50
10	SHARP-003-CP	9	✓	✓	7/10/2023	$ 34,550.00
11	SHARP-003-CP	9	✓	✓	7/10/2023	$ 31,200.00
12	SHARP-003-CP	9	✓	✓	7/10/2023	$ 25,600.00
13	SHARP-003-CP	9	✓	✓	7/10/2023	$ 24,300.00
14	SHARP-003-CP	9	✓	✓	7/10/2023	$ 20,600.00
15	SHARP-003-CP	9	✓	✓	7/10/2023	$ 51,650.95
16	SHARP-003-CP/2	9	✓	✓	7/10/2023	$ 55,490.50
17	SHARP-003-CP/2	9	✓	✓	7/10/2023	$ 49,000.00
18	SHARP-003-CP/2	9	✓	✓	7/10/2023	$ 50,154.50
19	SHARP-003-CP/2	9	✓	✓	7/10/2023	$ 51,536.50
20	SHARP-003-CP/2	10	✓	✓	7/10/2023	$ 41,800.00
21	SHARP-004-CP-1	2	✓	✓	8/7/2023	$ 44,700.00
22	SHARP-004-CP-1	3	✓	✓	8/7/2023	$ 34,900.00
23	SHARP-004-CP-1	6	✓	✓	8/7/2023	$ 32,800.00
24	SHARP-004-CP-1	10	✓	✓	8/7/2023	$ 38,200.00
25	SHARP-004-CP-2	11	✓	✓	8/18/2023	$ 35,403.00
26	SHARP-004-CP-2	2	✓	✓	8/18/2023	$ 44,215.00
27	SHARP-004-CP-2	2	✓	✓	8/15/2023	$ 43,661.00
28	SHARP-004-CP-3	3	✓	✓	8/25/2023	$ 39,227.00
29	SHARP-004-CP-3	2	✓	✓	8/25/2023	$ 56,839.00
30	SHARP-004-CP-3	1	✓	✓	8/25/2023	$ 40,679.00
31	SHARP-004-CP-4	2	✓	✓	6/26/2023	$ 47,600.00
32	SHARP-004-CP-4	1	✓	✓	8/27/2023	$ 34,900.00
33	SHARP-004-CP-4	2	✓	✓	8/27/2023	$ 36,600.00
34	SHARP-004-CP-5	9	✓	✓	8/29/2023	$ 32,900.00
35	SHARP-004-CP-5	9	✓	✓	8/29/2023	$ 35,800.00
36	SHARP-004-CP-5	2	✓	✓	8/29/2023	$ 49,200.00

Clients Served by BCC District			
District 1	2	District 8	0
District 2	15	District 9	12
District 3	3	District 10	2
District 4	0	District 11	1
District 5	0	District 12	0
District 6	1	District 13	0
District 7	0		

Total Contingency of 10%	$ 182,000.00
Total Program Funds	$ 1,638,000.00
Program Support of 9%	$ 135,929.16
Total Under Contract	$ 1,510,485.70
Total Funds Left	$ 127,514.30

MEMORANDUM
(Revised)

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

DATE: July 2, 2024

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 9(A)(1)

Please note any items checked.

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

Approved ________________________ Mayor

Veto __________

Override __________

Agenda Item No. 9(A)(1)
7-2-24

RESOLUTION NO. R-617-24

RESOLUTION RETROACTIVELY APPROVING AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE'S (1) EXECUTION OF GRANT AGREEMENT NO. HL146 BETWEEN MIAMI-DADE COUNTY, THROUGH ITS COMMUNITY ACTION AND HUMAN SERVICES DEPARTMENT, AND THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY IN THE AMOUNT OF $2,000,000.00 FOR MIAMI-DADE COUNTY'S SENIOR HOMEOWNERS ASSISTANCE REPAIR PROGRAM, FOR A TERM COMMENCING ON JULY 1, 2022 AND ENDING ON JUNE 30, 2023; (2) EXECUTION OF AMENDMENT ONE TO GRANT AGREEMENT NO. HL146, A NO-COST AMENDMENT EXTENDING THE TERM OF THE GRANT AGREEMENT THROUGH AUGUST 31, 2023; AND (3) RECEIPT AND EXPENDITURE OF SAID GRANT FUNDS; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE OTHER AGREEMENTS AND DOCUMENTS NECESSARY FOR RECEIPT AND EXPENDITURE OF SUCH FUNDING, AND TO EXERCISE TERMINATION AND AMENDMENT PROVISIONS SET FORTH THEREIN PROVIDED THAT SUCH AMENDMENTS ARE CONSISTENT WITH THE PURPOSE DESCRIBED HEREIN; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO: (1) APPLY FOR, RECEIVE, AND EXPEND ADDITIONAL FUTURE FUNDS, FOR UP TO TEN YEARS SHOULD THEY BECOME AVAILABLE FOR THE PURPOSE DESCRIBED HEREIN; (2) EXECUTE OTHER AGREEMENTS AND DOCUMENTS NECESSARY FOR THE RECEIPT AND EXPENDITURE OF SAID FUNDING; AND (3) EXERCISE TERMINATION AND AMENDMENT PROVISIONS SET FORTH THEREIN PROVIDED THAT SUCH AMENDMENTS ARE CONSISTENT WITH THE PURPOSE DESCRIBED HEREIN

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

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

Section 1. Approves the foregoing recital, which is incorporated herein by reference.

Section 2. Retroactively approves Grant Agreement No. HL146 for grant funding in the total approximate amount of $2,000,000.00 between Miami-Dade County, through the Community Action and Human Services Department ("CAHSD") and the Florida Department of Economic Opportunity, with a term commencing on July 1, 2022 and ending on June 30, 2023, attached to and incorporated in the accompanying memorandum as Exhibit A, and Amendment One to Grant Agreement No. HL146, a no-cost amendment which, in part, extends the term of Grant Agreement No. HL146 through August 31, 2023, attached to and incorporated in the accompanying memorandum as Exhibit B. The CAHSD will use such grant funding to support the Miami-Dade County Senior Homeowners Assistance Repair Program, which provides home rehabilitation and repair assistance to certain eligible older adults.

Section 3. Retroactively authorizes the County Mayor or County Mayor's designee's execution of Grant Agreement No. HL146 and Amendment One to Grant Agreement No. HL146, as well as the receipt and expenditure of grant funding described in section 2.

Section 4. Authorizes the County Mayor or County Mayor's designee to execute other agreements and documents necessary for receipt and expenditure of said funding described in section 2. This Board further authorizes the County Mayor or County Mayor's designee to exercise the termination and amendment provisions set forth in such agreements and documents, provided that such other agreements and documents and any amendments thereto are consistent with the purposes described in section 2 and following approval for form and legal sufficiency by the County Attorney's Office.

<u>Section 5.</u> Authorizes the County Mayor or County Mayor's designee to apply for, receive, and expend additional future funds for the purpose described in section 2, for up to 10 years from the effective date of this resolution.

The County Mayor or County Mayor's designee is also authorized to execute other agreements and documents necessary for receipt and expenditure of such funds. The County Mayor or County Mayor's designee is further authorized to exercise termination and amendment provisions in such other agreements and documents, provided that such amendments are consistent with the purpose described in section 2 and following approval for form and legal sufficiency by the County Attorney's Office.

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

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

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

The Chairperson thereupon declared this resolution duly passed and adopted this 2nd day of July, 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.

Shanika A. Graves