

MEMORANDUM

Agenda Item No. 8(G)(3)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: March 4, 2025

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution authorizing the County Mayor to execute a grant agreement with the Miami Foundation, Inc., in an amount of \$1,250,000.00, for the administration, management, and disbursement of funding for environmental education grant programs, for a term ending no later than August 31, 2027; authorizing the County Mayor to exercise all provisions contained therein; requiring an annual report

Resolution No. R-235-25

The accompanying resolution was prepared by the Office of Management and Budget and placed on the agenda at the request of Prime Sponsor Commissioner Raquel A. Regalado.



Geri Bonzon-Keenan
County Attorney

GBK/jp

Date: March 4, 2025

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor 

Subject: Authorizing the County Mayor or County Mayor's Designee to Renew its Grant Agreement with The Miami Foundation, Inc. for the Administration, Management, and Disbursement of Funding to be used for The Foundation's Environmental Education Grant Award Program, in the amount of \$1,250,000, for a term ending no later than August 31, 2027; Requiring an Annual Report

Executive Summary

Miami-Dade County (County) seeks to renew its grant to The Miami Foundation, Inc. (The Foundation), to complement The Foundation's existing community grants process, whereby The Foundation provides community-based programming and initiatives for the provision of environmental education programming through local nonprofit grant recipients, providing awards to cover a 2-year funding period. Pursuant to the prior grant agreement with the County, as authorized by Resolution No. R-995-22, The Foundation has successfully implemented this program since January 1, 2023, with an anticipated completion in August 2025. Prior to Resolution No. R-995-22, the County used department funds to run its own environmental education grant program, awarding grants to nonprofit organizations through an annual request for proposal process overseen by the Office of Management and Budget (OMB).

This item seeks authorization by the Board of County Commissioners (Board) to allocate a total of \$1,250,000 (\$625,000 in FY 2023-24 funds and \$625,000 in FY 2024-25 funds) to The Foundation for its environmental education grant award program and seeks authorization for the County Mayor or County Mayor's designee to execute a grant agreement with The Foundation for this purpose, with a term ending no later than August 31, 2027. In turn, The Foundation will work to amplify these County funds through philanthropic contributions, which will help leverage the public dollars invested, and will, with the assistance and input of County staff as to grant criteria, provide awards to 501(c)(3) organizations to provide environmental education services to Miami-Dade County residents.

The Foundation will continue to be responsible for the full management, administration, and disbursement of funds, and the direct oversight of the management, administration, compliance, and implementation of the programs and projects of the organizations funded.

Recommendation

It is recommended that the Board approve the attached Resolution authorizing the County Mayor or County Mayor's designee to execute a grant agreement with The Foundation in substantially similar form as Exhibit 1 to the accompanying resolution, allocating a total award of \$1,250,000 in funding, and with a grant term ending no later than August 31, 2027, for the administration, management, and disbursement of grant funding to be used for environmental education grant award program.

It is further recommended that the Board authorize the County Mayor or County Mayor's designee to exercise the provisions contained in the agreement, including amendments and termination, provided that such amendments are consistent with the purpose (i.e., environmental education grant award program) and term of the agreement and do not add additional County funds without Board authorization.

Scope

The scope of The Foundation's environmental education grant award program is countywide.

Delegation of Authority

The County Mayor or County Mayor's designee is authorized to execute a grant agreement with The Foundation in substantially similar form as Exhibit 1 to the resolution for the administration, management, and disbursement of funding for environmental education grant programs, in the amount of \$1,250,000, comprised of \$625,000 in FY 2023-24 funds and \$625,000 of FY 2024-25 funds, and to exercise all provisions set forth therein, including amendments and termination, provided that such amendments do not alter the purpose or term of the agreement or commit additional County funds without Board authorization.

Fiscal Impact/Funding Source

The fiscal impact to the County for the provision of these services is \$1,250,000 comprised of \$625,000 from FY 2023-24 funds and \$625,000 of FY 2024-25 funds. The FY 2024-25 installment will be disbursed to The Foundation for the second year based upon The Foundation's and sub-grantee's performance during the first year, and at the discretion of the County.

The FY 2023-24 funding was allocated in the adopted budget as follows: \$430,000 from RER-DERM (DERM Operating Account - Fund G3012); \$95,000 from WASD (Miami-Dade Water and Sewer Revenue Fund); and, \$100,000 from DSWM (Disposal Operations - Fund EW007).

The FY 2024-25 funding was allocated in the adopted budget as follows: \$430,000 from RER-DERM (DERM Operating Account - Fund G3012); \$95,000 from WASD (Miami-Dade Water and Sewer Revenue Fund); and, \$100,000 from DSWM (Disposal Operations - Fund EW007).

Track Record/Monitor

The Foundation will be responsible for providing administrative program oversight, programmatic data review and invoicing, which are subject to review by Office of Management and Budget (OMB) Assistant Director, Daniel T. Wall.

Background

Since around 2006, the County, through the OMB, had overseen an Environmental Education Grant Program, using funding allocated by the Board for community-based organizations that performed environmental education programming for County residents. In 2022, the Board adopted Resolution No. R-995-22, which initially awarded \$1,260,000 to support the Foundation's environmental education grant award program beginning January 2023 and concluding August 2025. This partnership was created to streamline and strengthen the County's environmental grantmaking by broadening its inclusivity. With the next round of funding being released in January 2025, it is anticipated that a new cohort of environmental community-based organizations will be selected under this new term which shall run from July 2025 through June 2027.

The Foundation, through its community grants cycle, provided \$2.5 million in grant funding last year to local non-profits, to complement a variety of funding priority areas, including environmental education programming. The Foundation currently manages over \$427 million in assets, mobilizes donors, non-profits, leaders, and locals to set a bold vision for our community's future and to invest in a stronger, more equitable, more resilient County. The Foundation is uniquely qualified to provide environmental education grant services due to their extensive experience in providing similar services in our community as a local funder.

Through this resolution, the County seeks to continue its partnership with The Foundation and invest in the community grants cycle for the provision of environmental education services to streamline, strengthen, and broaden the inclusivity of environmental grantmaking in the County. By aligning The Foundation's community grants sustainable environment funding and the County's Environmental Education Grant

Program and Resilient 305 Strategy, The Foundation can collectively serve non-profits and local residents, decrease the resource burden on non-profit organizations, increase engagement of smaller and more diverse organizations, and increase the funding pool for bolder investments in this priority area for our community.

The Foundation is presently fundraising with the goal of providing match funding of \$350,000 over the 2-year period that would be dedicated to this partnership program. This past year alone, The Foundation successfully raised \$2 million in match funding for the other community grants focus areas, inclusive of \$338,000 specifically dedicated to the environmental education category. Through this funding, 18 organizations were funded under a two-year grant cycle with awards totaling up to \$100,000 per agency over the two-year grant cycle (\$50,000 per year). The Foundation is committed to pursuing additional matching support for the environmental category.

The agreement with The Foundation will be contingent on the successful negotiation of the grant agreement and will be effective upon execution of the agreement through August 31, 2027. This will allow time for The Foundation to revise their grantmaking process to incorporate the County funding. The funding to The Foundation will be issued in two installments, with \$625,000.00 provided for the first year and the additional \$625,000.00 provided for the second year based upon The Foundation's and sub-grantee's performance during the first year, and at the discretion of the County.

The proposed funding will be administered and managed by The Foundation, which will receive five percent of the funding for administrative support during the effective term of the agreement (\$63,000.00). In addition, The Foundation requires a one-time \$15,000 fee for the first year for the additional work designing and launching this effort. The Foundation will provide ongoing fundraising efforts to grow the program and will provide their donor, proposal, and financial management platforms at no cost to the County.

The Foundation will disburse funding through their existing competitive process for community-based programming and initiatives for the provision of environmental education programming to local nonprofit sub-recipients. The Foundation will be responsible for the full management, administration, and disbursement of funds, and the direct oversight of the management, administration, compliance, and implementation of the programs and projects of all funded organizations. County staff will have input on the grant award criteria to ensure it is used for programs and projects in alignment with the County's Resilient 305 Strategy. Grant funds issued by the Foundation will be for a two-year period of performance. It is anticipated these sub-awards will be approximately \$50,000 per year or less to support project based or program-based services.



Carladenise Edwards
Chief Administrative Officer



MEMORANDUM

(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: March 4, 2025

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(G)(3)

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 ____, majority plus one ____, 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) ____, 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. 8(G)(3)
3-4-25

RESOLUTION NO. R-235-25

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE A GRANT AGREEMENT WITH THE MIAMI FOUNDATION, INC., IN AN AMOUNT OF \$1,250,000.00, FOR THE ADMINISTRATION, MANAGEMENT, AND DISBURSEMENT OF FUNDING FOR ENVIRONMENTAL EDUCATION GRANT PROGRAMS, FOR A TERM ENDING NO LATER THAN AUGUST 31, 2027; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ALL PROVISIONS CONTAINED THEREIN; REQUIRING AN ANNUAL REPORT

WHEREAS, this Board wishes 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. Authorizes the County Mayor or County Mayor's designee to execute a grant agreement with The Miami Foundation, Inc. ("The Foundation"), in substantially similar form as Exhibit 1, in an amount of \$1,250,000.00, for the administration, management, and disbursement of funding for environmental education grant programs, for a term ending no later than August 31, 2027. Further authorizes the County Mayor or County Mayor's designee to exercise all provisions set forth in the agreement, including termination and amendment, provided that such amendments do not alter the purpose (environmental education grants) or term of the agreement, or commit additional County funds without authorization by the Board, and subject to review and approval for form and legal sufficiency by the County Attorney's Office.

Section 3. Directs the County Mayor or County Mayor’s designee to provide a written report on an annual basis detailing the status of the grant agreement with The Foundation and the sub-recipients’ progress and to place the completed reports on an agenda of the full Board without committee review pursuant to rule 5.06(j) of the Board’s Rules of Procedure.

The foregoing resolution was offered by Commissioner **Sen. René García** , who moved its adoption. The motion was seconded by Commissioner **Raquel A. Regalado** and upon being put to a vote, the vote was as follows:

	Anthony Rodriguez, Chairman	aye	
	Kionne L. McGhee, Vice Chairman	aye	
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	aye
Oliver G. Gilbert, III	absent	Roberto J. Gonzalez	aye
Keon Hardemon	aye	Danielle Cohen Higgins	aye
Eileen Higgins	absent	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 4th day of March, 2025. 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.

LCK

Leigh C. Kobrinski

EXHIBIT 1

GRANT AGREEMENT BY AND BETWEEN MIAMI-DADE COUNTY, FLORIDA AND THE MIAMI FOUNDATION, INC.

This Grant Agreement ("Agreement") is entered into by and between Miami-Dade County, Florida, hereinafter referred to as "the County" or "Grantor," and The Miami Foundation, Inc., hereinafter referred to as "the Foundation" or "Grantee," collectively referred to as the "parties."

WHEREAS, under Resolution No. R-995-22, Miami-Dade County partnered with The Miami Foundation, Inc. in FY 2021-2022 and FY 2022-2023 to provide a grant for the administration, management, and disbursement of funding for environmental education grant programs; and

WHEREAS, as part of the budget process for fiscal year 2023-2024 and 2024-2025, Miami-Dade County has allocated funding for the provision of environmental education programming; and

WHEREAS, pursuant to Resolution No. R _____, the Miami-Dade Board of County Commissioners ("Board") approved this renewal grant agreement,

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

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

- a.** Sub-Grantee(s): the community-based 501(c)3 organization providing services to Miami-Dade County residents, to which a subgrant is awarded by the Foundation and which is accountable to the Foundation for the use of the subgrant funds provided.
- b.** Sub-Grant(s): funds provided to the Sub-Grantee(s), in the amount of \$50,000.00 or less per Sub-Grantee per year of the Sub-Grantee Grant Cycle.
- c.** Effective Term: the date of last signature of the Agreement through expiration on August 31, 2027, unless earlier terminated or extended pursuant to the terms of this Agreement. Certain provisions of this Agreement, as specified herein, shall survive the expiration of this Agreement.
- d.** Sub-Grantee Grant Cycle: Sub-grantees shall be awarded a contract to cover a two-year period from July 1, 2025, to June 30, 2027. The first year of the grant cycle will be July 1, 2025-June 30, 2026. The second year of the grant cycle will be July 1, 2026- June 30, 2027.
- e.** Grant Cycle One: the first year of the grant between the County and the Foundation, commencing upon execution of the Agreement and ending June 30, 2026.
- f.** Grant Cycle Two: the second year of the grant between the County and the Foundation, commencing July 1, 2026, and ending August 31, 2027.

2. Grant Purpose. The Grant being provided to The Foundation will complement The Foundation's existing community grants process, whereby The Foundation provides community-based programming and initiatives for the provision of environmental education programming through local nonprofit grant recipients, providing awards to cover a 2-year grant term.

The Foundation will work to amplify the Grant through philanthropic contributions which will help leverage the public dollars invested by the County, and will, with the assistance and input of County staff, provide awards to eligible Sub-Grantees to provide environmental education services to Miami-Dade County residents. This streamlined grant program will maximize time and resources for the County and for nonprofits. Guided by clear priorities and supported by effective funding, local nonprofits will be able to focus on community-based work to strengthen our local environment.

During Grant Cycle One, County staff will have input on the grant award selection criteria to ensure it is used for programs and projects in alignment with the Resilient 305 Strategy. Sub-Grant awards issued by the Foundation will be for a grant term comprised of a two-year period of performance from July 1, 2025-June 30, 2027 (Sub-Grantee Grant Cycle). It is anticipated these Sub-Grants will be approximately \$50,000.00 per year or less to support project based or program-based services.

The Foundation will be responsible for the full management, administration, and disbursement of Sub-Grant awards, and for the direct oversight of the management, administration, compliance, and implementation of the programs and projects of the Sub-Grantees.

The Foundation shall render services in accordance with the Scope of Work, incorporated herein and attached hereto as Attachment A. The Foundation agrees that all expenditures and/or costs shall be made in accordance with the eligible use of grant funds listed below in Section 4.

3. Section 3. Amount Payable. The maximum amount payable under this grant Agreement shall not exceed \$1,250,000.00 (comprised of \$625,000.00 from FY 2023-24 funds and \$625,000.00 of FY 2024-25 funds). Funding will be broken out into two funding cycles: Grant Cycle One and Grant Cycle Two.

4. Eligible Use of Grant Funds. The Foundation will disburse funding to eligible Sub-Grantees through their existing competitive process for community-based programming and initiatives for the provision of environmental education programming.

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

6. Payment of Grant and Accounting for Grant Funds. Funds issued to the Foundation will be issued in two installment payments:

Grant Cycle One: the first payment of \$625,000 (inclusive of the \$15,000 fee to cover the Program design and launch) will be issued after execution of the Agreement and receipt of a written request for funding by the Grantee issued on company letterhead. These funds will be issued to the Grantee within sixty (60) calendar days of a written request for funding.

Grant Cycle Two: the second payment for the Program will be issued after successful completion of Grant Cycle One and after receipt of the first annual report delivered for the Program. Funds will be issued to the Grantee within sixty (60) calendar days of a written request for funding by the Grantee issued on company letterhead.

Administrative Costs: The Foundation may use up to five percent of the Grant (not to exceed \$63,000) for administrative support of the Program during the Effective Term.

Accounting of Grant Funds: The Grantee agrees that Grant funds shall be transferred to, and be administered from, a separate account and shall continuously be held, tracked, and administered from such separate account for the duration of this Agreement or for the duration of the expenditure of the Grant funds, whichever occurs later in time, and in accordance with the purposes and restrictions set forth in this Agreement.

7. **Payment Recapture.** Should the Program be unable to fully utilize all dollars allocated herein for the purpose described herein by August 31, 2027, the unallocated funds shall be promptly returned to the County.

8. **Contract Administration.** The parties are legally bound by the requirements of this Agreement. The parties' respective grant managers, named below, will be responsible for monitoring their performance under this Agreement, and will be the official contact for their organization. Any notice(s) or other communications regarding this Agreement shall be directed to or delivered to the other party's grant manager by utilizing the information below. Any change in the contact information below should be submitted in writing to the grant manager within 10 days of the change.

For the County:

Daniel T. Wall, Assistant Director
Office of Management and Budget (OMB)
111 N.W. 1st Street, 22nd Floor
Miami, Florida 33128
Phone: 305-375-4742
Email: dtw@miamidade.gov

For the Grantee:

Lindsey Linzer
Vice President of Community Investments
The Miami Foundation, Inc.
40 NW 3rd Avenue, #305
Miami, FL 33128
Phone: 305-371-2711
Email: llinzer@miamifoundation.org

9. Program Timeline. The Miami Foundation will follow the following timeline in order to solicit and issue funding for the Program to Sub-Grantees over the course of the Sub-Grantee Grant Cycle:

Grant Cycle One:

- The first year of the grant between the County and the Foundation, commencing upon execution of the Agreement and ending June 30, 2026
- Sub-grant applications open: January 2025
- Sub-grants awarded: June 2025
- The first year of the sub-grant cycle will be July 1, 2025- June 30, 2026
- First payments to Sub-grantees processed: July 2025
- Sub-grantees annual report due: June 2026
- Initial Program Report (see Section 10)

Grant Cycle Two:

- The second year of the grant between the County and the Foundation, commencing July 1, 2026, and ending August 31, 2027
- Second payments to sub-grantees processed: July 2026
- Sub-grantees final annual report due: June 2027
- Annual Program Progress Reports (see Section 10)

10. Grant Reporting Requirements.

Initial Program Report: The Grantee shall submit to the County's OMB Assistant Director, upon selection of Sub-Grantee awards, or by July 2025, whichever is sooner, the following Initial Program Report to include: (i) summary of competitive process used (including categories of funding) and total amount of funds available for environmental education grants (including a breakdown of County funds and philanthropic contributions); (ii) a list of the non-profit applicants for funding (regardless of whether they were recommended for an award) and a brief summary of the proposed education programs, including target population and reach of proposed program; (iii) a list of the non-profits funded (Sub-Grantees); (iv) amounts awarded per non-profit.

Annual Program Progress Reports: Thereafter, the Grantee shall submit to the County's OMB Assistant Director, on an annual basis, a summary report detailing the activity of the Program and the expenditure of the Grant funds, including : (i) results and impact of Sub-Grantee's funded programs and review of contract compliance (including a list of any Sub-Grantees deemed to be in breach or with serious deficiencies in contract compliance); (ii) lessons learned Reports are due at the end of each grant year in the two year grant cycle with the first year report due by August 2026 and with a second report due August 2027.

Additional Reports. At the request of the County, the Grantee agrees to provide the County with status updates on the progress of the Program.

Grantee shall include appropriate reporting requirements in sub-Grantee agreements. The requirements for this partnership include sub-grantee partners entering into agreements with the Foundation and will be responsible for meeting the Foundation's reporting requirements.

11. Required Information Needed with Return of Signed Agreement. Prior to the disbursement of Grant funds, the Grantee must provide the following with the return of the signed Agreement.

- i. A copy of the Grantee's Florida Substitute Form W-9;
- ii. Electronic funds transfer information;
- iii. Attachment A: Scope of Work;
- iv. Attachment B: Budget;
- v. Attachment C: Due Diligence Affidavit;
- vi. Attachment C-1: State Public Entities Crime Affidavit; and
- vii. Attachment C-2: Human Trafficking Affidavit

12. Marketing and Promotion. It is understood and agreed between the parties hereto that this Program is funded, in part, by Miami-Dade County. By the acceptance of the Grant funds, the Grantee agrees that events funded by this Agreement shall recognize and adequately reference the County as a funding source. The Grantee, as appropriate, shall ensure that all publicity, public relations, advertisements and signs recognize and reference the County for its support of the Program. This is to include, but is not limited to, all posted signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions, and stationery. The use of the official County logo is permissible for the publicity purposes stated herein and must adhere to the standards established at <https://www.miamidade.gov/branding/logo.asp>. The Grantee as appropriate, shall submit sample or mockup of such publicity or materials to the County for review and prior approval, which shall not be unreasonably withheld. The Grantee, as appropriate, shall ensure that all media representatives, when inquiring about the activities funded by this contract, are informed that the County is a funding source. The Grantee, as appropriate, agrees to use commercially reasonable efforts to send out periodic press releases and other public announcements on a County-wide basis promoting the Program.

The provisions of Article 12. Marketing and Promotion shall survive the termination or expiration of this Agreement.

13. Retention of Accounting Records. The Grantee must keep accurate and complete books and records for all receipts and expenditures arising out of or relating to the expanded Program in conformance with reasonable general accounting standards. In accordance with, and notwithstanding anything to the contrary in Florida's Public Records Act, financial records, supporting documents, statistical records, and all other records including electronic storage media pertinent to the expenditure of the Grant funds shall be retained for at least a period of five (5) years after payment of the Grant. If any litigation or audit is initiated, or claim made, before the expiration of the five-year period, the records shall be retained until the litigation, audit, or claim has been resolved.

14. Florida Public Records Act. Pursuant to section 119.0701, Florida Statutes, if the Grantee meets the definition of "Contractor" as defined in section 119.0701(1)(a), the Grantee shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform its obligations under this Agreement.
- b. Upon request from the County's custodian of public records identified herein, provide the County with a copy of the requested records or allow the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in the Florida Public Records Act, Miami-Dade County Administrative Order No. 4-48, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement's term and following completion of the obligations under this Agreement if the Grantee does not transfer the records to the County.
- d. Meet all requirements for retaining public records and transfer to the County, at no cost to County, all public records created, received, maintained and/or directly related to the performance of this Agreement that are in possession of the Grantee termination of this Agreement. Upon termination of this Agreement, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements, except to the extent prohibited by record retention requirements applicable to federal credit unions.

For purposes of this Section, the term "public records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the County. Grantee's failure to comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes shall be a breach of this Agreement. In the event the Grantee does not comply with the public records disclosure requirements set forth in Section 119.0701 of the Florida Statutes and this Section of this Agreement, the Grantee be responsible for indemnifying the County in any resulting litigation. Grantee's obligations under this Section of this Agreement shall survive the termination of this Agreement.

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

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

15. Miami-Dade County Inspector General Review.

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order No. 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (the "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, Provider shall make available to the IPSIG retained by the County all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Provider's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Provider, its officers, agents, employees, Subcontractors, and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities, and performance of the Provider in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Provider or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Contract shall be one quarter of one percent (0.25%) of the total Contract amount which cost shall be included in the total Contract amount. The audit cost will be deducted by the County from progress payments to the Provider. The audit cost shall also be included in all change orders and all Contract renewals and extensions.

Exception: The above application of one quarter of one percent (0.25%) fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Board; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Implementing Order No. 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter of one percent (0.25%) in any exempted contract at the time of award.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present, and proposed County and Trust contracts, transactions, accounts, records, and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications, and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the

Contract. The Inspector General is empowered to retain the services of IPSIGs to audit, investigate, monitor, oversee, inspect, and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Provider, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Provider from the Inspector General or IPSIG retained by the Inspector General, the Provider shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Provider's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the Contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful Subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

16. Accounting Requirements. The Grantee must maintain an accounting system that provides a complete record of the use of all Grant funds as follows:

- a) The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance, and expenditure of Grant funds.
- b) The accounting records must have effective control over and accountability for all Grant funds, property, and other assets.
- c) Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills, and canceled checks).

17. Independent Contractor Status of Grantee. The Grantee agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and employees of Grantee and not as officers, agents, or employees of the County.

18. Liability and Indemnification. The County will not assume any liability for the acts, omissions to act, or negligence of the Grantee, its agents, servants, employees, or subcontractors; nor may the Grantee exclude liability for its own acts, omissions to act, or negligence, to the County.

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

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

Neither the County nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, by entering into this Agreement.

The provisions of Article 18. Liability and Indemnification shall survive the termination or expiration of this Agreement.

19. Strict Compliance with Laws. The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable federal, state, and local laws and regulations, including but not limited to conducting applicable background screenings, and ensuring that all Subgrantees comply with applicable background screenings. The Grantee also ensures its compliance with the following:

- a. E-Verify:** By entering into this Contract, the Provider and its Subcontractors are jointly and severally obligated to comply with the provisions of Section 448.095, Florida Statutes, as amended, titled "Employment Eligibility." Provider affirms that (a) it has registered and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of Provider; (b) it has required all Subcontractors to this Contract to register and use the E-Verify system to verify the work authorization status of all new employees of the Subcontractor; (c) it has an affidavit from all Subcontractors to this Contract attesting that the Subcontractor does not employ, contract with, or subcontract with, unauthorized aliens; and (d) it shall maintain copies of any such affidavits for duration of the Contract.

If County has a good faith belief that Provider has knowingly violated Section 448.09(1), Florida Statutes, then County shall terminate this contract in accordance with Section 448.095(5)(c), Florida Statutes. In the event of such termination Provider agrees and acknowledges that it may not be awarded a public contract for at least one (1) year from the date of such termination and that Provider shall be liable for any additional costs incurred by the County because of such termination.

In addition, if County has a good faith belief that a Subcontractor has knowingly violated any provisions of Sections 448.09(1) or 448.095, Florida Statutes, but Provider has otherwise complied with its requirements under those statutes, then Provider agrees that it shall terminate its contract with the Subcontractor upon receipt of notice from the County of such violation by Subcontractor in accordance with Section 448.095(5)(c), Florida Statutes.

Any challenge to termination under this provision must be filed in the Circuit or County Court by the County, Provider, or Subcontractor no later than twenty (20) calendar days after the date of contract termination. Public and private employers must enroll in the E-Verify System (<http://www.uscis.gov/e-verify>) and retain the I-9 Forms for inspection

b. Human Trafficking: By entering into this Contract, Provider is obligated to comply with the provisions of section 787.06, Florida Statutes, "Human Trafficking," as amended, which is deemed as being incorporated by reference in this Contract. This compliance includes the Provider providing an affidavit (Attachment C-2) that it does not use coercion for labor or services. This Contract may be void if Provider submits a false affidavit or if Provider violates section 787.06, Florida Statutes, during the term of this Contract, even if the Provider was not in violation at the time it submitted its affidavit.

20. No Discrimination. The Grantee may not discriminate against any employee employed under this Agreement, or against any applicant for employment because of race, religion, gender, national origin, age, handicap or marital status.

21. Breach of Agreement. If the Grantee or its respective sub-grantees fails to fulfill its obligations herein, improperly expends or manages Grant funds, fails to provide reports required by this Agreement, fails to prepare, preserve or surrender records required by this Agreement, or otherwise violates this Agreement or fails to materially conform with any of the provisions of the Agreement or its attachments referenced herein, the Grantee shall be in breach of this Agreement, and the County may demand the return of any or all of the Grant funds already provided, withhold subsequent payments, and/or terminate this Agreement in accordance with the provisions of Section 23 below.

22. Termination of Agreement. In the event the Grantee breaches this Agreement, the County shall provide the Grantee a notice of such violation by letter and may, in the County's sole discretion, give the Grantee fifteen (15) calendar days from the date of receipt of such letter to cure the violation. If the violation is not cured within the stated period, the County may terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, electronically, and/or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Agreement is terminated, the County shall have no further obligation to the Grantee under this Agreement. Additionally, any Grant funds previously advanced and not encumbered in accordance with this Agreement shall be returned to the County, with any accumulated interest, within thirty (30) days after termination of this Agreement. Notwithstanding the return of Grant funds under this Section, the County does not waive any of its rights to pursuing any additional remedies which may be available to it under the law.

23. Preservation of Remedies. No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or violation by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.

24. Non-Assignment of Agreement. The Grantee may not assign, sublicense or otherwise transfer its rights, duties, or obligations under this Agreement without the prior written consent of the County, which consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the Program. If the County approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement.

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

26. Binding of Successors. This Agreement shall bind the successors, assigns, and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Grantee.

27. Severability. If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.

28. Governing Law. This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Venue or location for any legal action arising under this Agreement will be in Miami-Dade County, Florida.

29. Expenses. Each Party shall bear its own expenses in connection with the negotiation and preparation of this Agreement, and the performance of all of its obligations under this Agreement.

30. Entire Agreement. This Agreement and its schedules, exhibits and appendices constitute the entire agreement of the Parties with respect to the subject matter hereof and supersede all prior written and oral agreements and understandings with respect to such subject matter. Neither this Agreement nor any of the terms hereof may be amended, supplemented, waived or modified orally. All such amendments, supplements, waivers and modifications must be in writing signed by the party against which the enforcement of the amendment, supplement, waiver or modification shall be sought.

31. Headings. Any heading preceding the text of the several sections of this Agreement shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Agreement. In the event of any conflict between any such heading and the text thereunder, the text shall control.

32. Attachments. This Agreement and Attachments, with its recitals on the first page of the Agreement and with its attachments as referenced below contain all the terms and conditions agreed upon by the parties:

Attachment A:	Scope of Work
Attachment B:	Budget
Attachment C:	Due Diligence Affidavit
Attachment C-1:	State Public Entities Crime Affidavit
Attachment C-2:	Human Trafficking Affidavit

[SIGNATURES ON THE FOLLOWING PAGE]

THE MIAMI FOUNDATION, INC.

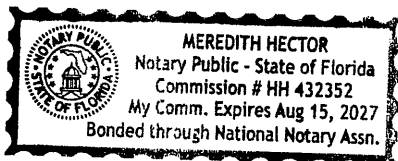
By: [Signature]
Name: Rebecca Fishman-Lipsley
Title: President & CEO
Date: 12/4/2024

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on this 12 day of December, 2024, by (name) Rebecca Fishman-Lipsley as (title) President and CEO for (name of agency) the Miami Foundation.
Said person is ☒ personally known or ☐ produced the following identification _____.

Signature: Meredith Hector
Notary Public - State of
Florida, Miami-Dade
County _____

Print Name: Meredith Hector

Notary Seal/Stamp:



MIAMI-DADE COUNTY

By: _____
Name: David Clodfelter
Title: Mayor's Designee
Date: _____

Signature: JUAN FERNANDEZ- BARQUIN,
Clerk of the Court and Comptroller
Board of County Commissioners

ATTACHMENT A

**MIAMI-DADE COUNTY OFFICE OF MANAGEMENT AND BUDGET
GRANTS COORDINATION**

SECTION 1: GENERAL INFORMATION

Name of Organization:	The Miami Foundation, Inc.		
Program Name:	Environmental Education		
Program Funding Amount:	\$1,250,000	Contract Period:	January 1, 2025- August 31, 2027

SECTION 2: PROGRAM PLAN**2.1 - Program Narrative/Summary**

(The program summary should include a detailed description of the program that will be funded by the Contract. This description should explain the goals of the program, how they will be achieved, how success or failure will be measured, what services you promise to deliver to what population and what results you expect to bring about.)

Miami-Dade County (County) is providing a grant to The Miami Foundation, Inc. (The Foundation), to complement The Foundation's existing community grants process, whereby The Foundation provides community-based programming and initiatives for the provision of environmental education programming through local nonprofit grant recipients, providing awards to cover a 2-year funding period.

This program is part of The Foundation's Community Grants Program's Sustainable Environment funding category. These grants will amplify County funds through philanthropic contributions and help leverage the public dollars invested, with assistance and input of County staff, to provide awards to 501(c)(3) organizations that provide environmental education services to Miami-Dade County residents.

The Foundation will be responsible for the full management, administration, and disbursement of funds, and the direct oversight of the management, administration, compliance, and implementation of the programs and projects of the organizations funded.

2.2 – Client Eligibility and Demographics

a. What target population(s) will this program serve? (i.e., children/students, seniors, adults, families, general population, businesses etc.)

Community Based Organizations serving Miami-Dade County.

b. What is the age range of clients participating in the program?

All ages.

ATTACHMENT A - SCOPE OF WORK

c. What are the eligibility standards for clients benefitting from the program? (i.e., low-income children enrolled in public schools, low-income elders that do not qualify for food stamps, youth referred by JSD or DJJ, school-aged children with truancy issues, etc.)

Community Based Organizations providing direct Environmental Education services within Miami-Dade County.

d. In what Commission District(s) are program services provided. (Check all that apply.)

Countywide: ☒	District 1: ☐	District 2: ☐	District 3: ☐
District 4: ☐	District 5: ☐	District 6: ☐	District 7: ☐
District 8: ☐	District 9: ☐	District 10: ☐	District 11: ☐
District 12: ☐	District 13: ☐		

e. Based on the amount of funding being provided by the County, what is the maximum capacity for the program? (i.e., how many slots can the program accommodate for the amount of funding being provided by the County?)

Funding can be provided for 15-30 Community Based Organizations, depending on the award amount, with an average anticipated award of \$40,000 - \$100,000 disbursed as two-year grant, depending on organizational size.

2.3 – Program Detail

a. If applicable, what are the completion requirements of the program? (i.e., participate in trainings for eight weeks; attend five (5) counselling sessions; demonstrate improvement in the subject matter being addressed; test negative for substance use, etc.)

All sub-grantees must agree to use the grant funds as outlined in the grant agreement from The Miami Foundation.

The Foundation will also strongly encourage sub-grantees both in the grant agreement and through other channels to host events in partnership with Miami-Dade County.

b. Is there follow up provided for target group (i.e., three (3) month, six (6) month, and nine (9) month)? If so, please describe:

All sub-grantees will be expected to report back to The Miami Foundation annually as part of their grant awards. Interim reports can be written or completed via verbal check-in calls and a written final report will be required of all sub-grantees.

ATTACHMENT A - SCOPE OF WORK

c. Are there any time gap/breaks in your program? (i.e., Summer Break, Winter Break, Holidays)

None.

2.4 – Profile of Services

The Miami Foundation Responsibilities include:

- Define an updated investment strategy for environmental grantmaking in consultation with County representatives and other subject experts as well as a community engagement initiative with current County grantees, local nonprofits, and residents.
- Design and launch an open-call grant program, promoted through the Foundation's networks to be publicly transparent and source proposals from a wide range of eligible local community organizations.
- Engage potential nonprofit applicants by leading a pre-proposal webinar, connecting with nonprofits through optional "office hours," and providing individual support to answer questions about the program to first-time applicants.
- Revise Foundation's proposal template to align grant standards in consideration of County's desired priorities.
- Receive all submissions through the Foundation's online grants management platform.
- Review, conduct due diligence, and evaluate applications according to a pre-determined set of metrics to identify proposals that are aligned with the program and have the highest potential to provide local value.
- Finalize a portfolio of sub-grantee partners at the discretion of the Foundation, as appropriate.
- Manage administration of all grant investments and enter into two-year agreements (sub-contracts) between the Foundation and the selected sub-grantee partners.
- Monitor sub-grantee partners' progress through reporting requirements and direct engagement according to the Foundation's norms and standards. Provide an analysis of performance and results back to the County.

ATTACHMENT A - SCOPE OF WORK**2.5 Funding Priorities**

Below is the identified suggested priority focus area with types of activities that may be proposed. This list does not represent an all-inclusive list, but it is a priority list and should be used to help identify various activities related to programs supporting countywide and/or neighborhood-based environmental resources, conservation, and educational services. The Foundation, in its sole discretion, may award funds to any activity type listed herein or not listed herein, any combination of activity types, or no activity types.

General Activity Requests

- For those organizations targeting school-aged children, special emphasis is to be placed on serving critically low performing schools based on the most recent, publicly available list of low-scoring schools as determined by the State of Florida's testing scores.
- Special emphasis is to be placed on serving at-risk children and residents from economically disadvantaged urban neighborhoods with low-income and minority populations.
- Hands-on activities, "learning-by-doing", and experiential learning opportunities engaging the public are strongly encouraged.
- Upon sufficient notice and mutual agreement, the organization will be available to conduct presentations (to schools, homeowner's groups, community fairs, Commissioner events, residents, etc.) at the request of the Department of Regulatory and Economic Resources, Division of Environmental Resources Management (RER-DEEM); Department of Solid Waste Management (SWM); and Water and Sewer Department (WASD).
- Presentations or performance-oriented programs should target mixed audiences with special emphasis on water quality protection, energy/fuel and/or water conservation, air quality, including greenhouse gas emissions, and the local sources and impacts of air pollutants, and/or general environmental quality, including how these topics are interrelated and they may be influenced by climate change.
- The sensitivity of the Everglades and Biscayne Bay to phosphorous pollution shall be emphasized in any programs relating to environmental water quality protection.
- Presentations or performance-oriented programs may cover more than one priority area but is not required.
- Educational opportunities and any materials produced for the public should be available in English, Spanish and Haitian Creole.

ATTACHMENT A - SCOPE OF WORK

- All presentations should include an announcement of RER-DERM's 24-hour anonymous complaint line (<http://www.miamidade.gov/environment/complaints.asp>), the County's 311 app and phone line and what may constitute illegal activity and how to report it.

Specific Subject Areas Recommended to be Funded

PRIORITY 1 – “WATER IS LIFE” AWARENESS CAMPAIGN

Enhance/promote the “Water is Life” Campaign to highlight how water services directly enriches our community, both in extraordinary and everyday moments of our lives. The Water is Life campaign combines traditional advertising with the dynamism of social media to spotlight stories, bringing out the shared experiences that connect us all. By sharing these stories, we hope to foster a deeper connection with our community.

Recommended subjects:

- Showcase the impact of County water services on residents' daily experiences by spreading awareness and encouraging participation in the in the "Water is Life" campaign.
- The value and vulnerability of our drinking water sources, the healthy nature of our drinking water Increase awareness of the importance, value, and true reliability of the water and sewer services.
- Generate brand association by creating emotional connections centered on every day moments made possible by water.

Recommended Activities:

- Launch and promote Mayor Daniella Levine Cava's Water Warrior pledge, a “Water is Life” initiative that encourages residents to commit to water conservation and protection efforts within Miami-Dade County.
- Support department participation in community events to raise awareness of the “Water is Life” campaign, encouraging residents to get involved (e.g., Baynanza, Imagine a Day Without Water).
- Identify and engage individuals who can share personal water-related stories, showcasing their experiences in the "Water is Life" spotlight videos to highlight the essential role of water in daily life.
- Represent the department at community outreach events related to water conservation and education, such as: career days, commissioner events, etc.

PRIORITY 2 – PROTECT BISCAYNE BAY EDUCATION: WATER QUALITY/POLLUTION & LITTERING/ ECOSYSTEM CONSERVATION/ BOATER SAFETY

Conduct environmental education programs to educate businesses and residents (both adults and youth) the value of Biscayne Bay for Miami-Dade County. The protect Biscayne Bay priority can include the importance of water quality, education to prevent water pollution/littering,

ATTACHMENT A - SCOPE OF WORK

protection of benthic resources, and boater safety initiatives that protect both people and the delicate Bay ecosystem. The sensitivity of our County's sensitivity to phosphorous and similar pollutants shall be emphasized in any programs relating to environmental water quality protection.

Recommended subjects:

- "Biscayne Bay Friendly" including overarching educational messages for residents, business owners, tourists, and students to help illustrate how their day-to-day actions can impact Biscayne Bay positively or negatively.
- Proper use and ways to avoid fertilizers in landscaping, including education on County Fertilizer Ordinance
- Proper ways to dispose of trash and other litter to avoid pollution of Biscayne Bay
- Protecting our environment by not using the toilets and sinks as trash cans – the environmental impact of "flushable wipes" the damage caused by improperly dumped cooking oil, medications, etc.
- The connection between litter and illegal dumping with our drinking water, stormwater, canals and Biscayne Bay as well as localized flooding
- How rising groundwater can impact public and private infrastructure, including septic tank systems
- How to boat safely, protecting both benthic resources and surrounding recreationalists

Recommended Activities:

- Activate neighborhoods countywide using grassroots educational and beautification and cleanup activities in collaboration with cities, schools, businesses and neighborhood and homeowner associations.
- "Biscayne Bay Friendly" activities that showcase proper trash disposal, Plastic Free 305, septic and stormwater maintenance, and reducing the use of fertilizer per the County's Fertilizer Ordinance, encourage safe boating activity.
- Participate in and lead volunteer groups at Baynanza Biscayne Bay Cleanup Day and other County-sponsored marine debris removal events
- Activations at marinas, kayak concessions etc, to spread awareness across boating/recreational community

PRIORITY 3 – CLIMATE CHANGE ADAPTATION

Conduct awareness/education programs to educate businesses and residents (both adults and students) on the science of climate change, how we can plan for our future with higher sea levels, unstable weather patterns and a generally warmer climate.

ATTACHMENT A - SCOPE OF WORK

Recommended subjects:

- Importance of continued investment into infrastructure to future proof / harden to sustain uninterrupted service during extreme weather events
- Reducing impacts to sewer system during storm events by minimizing use of non-essential water i.e. dishwasher, clothes washer, remind residents not to open manhole covers
- Connect 2 Protect and Check 2 Protect Programs
- How rising groundwater can impact public and private infrastructure, including septic tank systems
- The challenge of climate impacts on septic tanks and the need to convert vulnerable areas to sewer service
- The effects of saltwater intrusion on our water supply
- Adaptation plans adopted by the County through the Sea Level Rise Strategy
- The operation of our canals and stormwater system and the impact of sea level rise on their operations

Recommended Activities:

- Educational programs or information dissemination about importance of infrastructure. Showcase new projects and strategies to harden against climate change.
- Educational programs or information dissemination about benefits of Connect 2 Protect and Check 2 Protect Programs
- Educational programs or information dissemination about reducing impacts during storm events
- Provide presentations or lead community conversations targeting audiences particularly in low-lying areas vulnerable to King Tide flooding, with special emphasis on causes of climate change, the impact of sea level rise, and tools and/or programs homeowners and renters can use to prepare for current and future flooding.
- Seek community feedback for developing future educational/outreach/training materials for use by any stakeholder and influence decisions about how to enhance or expand existing assistance programs.
- Practical implications of climate change and sea level rise on Miami-Dade, including effect on water supply, "sunny day flooding" and hurricane resilience

PRIORITY 4– ZERO WASTE EDUCATION

Conduct educational programs to inform residents about the County's "Zero Waste" goal and present opportunities to participate in achieving this ambitious goal.

Recommended Subjects:

- The importance of recycling, what to recycle and where, and how to compost food waste safely

ATTACHMENT A - SCOPE OF WORK

- The four “Rs” to get to zero waste – Refuse, Reduce, Reuse, Recycle
- How to properly manage household and business hazardous waste, electronic waste, and pharmaceuticals
- The impact of littering and illegal dumping and how to report illegal dumping safely
- What happens to solid waste and recycled materials collected by Miami-Dade County
- Promoting “Plastic Free 305” which incentivizes businesses to reduce single-use plastics and participate in voluntary certification promoting these practices.

Recommended Activities:

- Showcase how to effectively recycle including in-classroom demonstrations to grade school children.
- Demonstrate the problems created by placing unacceptable materials such as plastic bags, Styrofoam, fast food containers, garden hoses and electrical cords in Miami-Dade County’s curbside recycling carts. Conduct educational programs to inform residents about problems created by improper disposal of household hazardous waste including propane tanks, solvents, motor oil, pesticides, electronics, and fluorescent light bulbs. Conduct educational programs on the benefits of composting select residential kitchen waste and yard waste, which converts materials that could wind up in a landfill into a useful product for enriched soil and gardens.
- Conduct educational programs on the societal, environmental, and financial problems caused by illegal dumping and littering.
- Participate in and lead volunteer groups and promote participation in the County’s “Let’s Clean Things Up” program designed to prevent and abate litter and to foster community pride.
- Market Plastic Free 305 businesses and educate on the value of alternatives to disposable plastic products

PRIORITY 5 – CLIMATE CHANGE: EXTREME HEAT / ENERGY CONSERVATION / URBAN FORESTRY

Conduct environmental education programs to educate businesses and residents (both adults and students) on the science of climate change, how we can plan for our future, how we can reduce our contributions to climate change, and the value of trees, forests, and nature.

Recommended Subjects:

- The importance of energy conservation and ways to save energy, opportunities to “go solar” and the environmental benefit of electric vehicles and taking mass transit
- The importance of local agriculture and sourcing food locally
- The many environmental values of the Everglades, Biscayne Bay, natural areas, urban forests, the urban treescape in protecting from a changing climate, exposure to extreme heat, and protection of wildlife
- Educate on local threatened and endangered species and critical habitat.

ATTACHMENT A - SCOPE OF WORK

- The main climate change sources in Miami-Dade County, focusing on one or more of the County's greenhouse gas reduction strategies
- Connect the co-benefits of GHG reduction strategies, such as saving money and reducing climate change impacts such as air pollution, sea level rise and extreme heat.
- Other renewable energy that could be successfully used in the County such as geothermal or ocean currents
- Water/Energy nexus – energy to produce water and water to produce energy

Recommended Activities:

- Native vegetation plantings and/or exotic plant removal from publicly owned coastal dune, wetland, pineland, and hardwood hammock communities in Miami-Dade County by volunteer groups.
- Plantings of appropriate vegetation in swale areas to improve drainage, shade, and air quality may also be considered, if appropriate government approvals and permits are obtained.
- Removal of Exotic Vegetation targeting prohibited and controlled species on other publicly owned park lands and public rights of way (appropriate government approvals shall be obtained).
- Conduct educational programs about the important role vegetation / green infrastructure / tree canopy plays in protecting and improving water and air quality in our community, in reducing the need for increased energy generation, in sequestering carbon dioxide, and how it can help mitigate the impact of climate change including the health risks of extreme heat to people, flora, and fauna.
- Conduct tree planting demonstrations.
- Participate in and lead volunteer groups at Adopt-a-Tree and other County-run Natural Area Workday events.
- Lead hands-on educational projects (i.e., traveling demonstrations, models) designed to promote urban forestry and the proper planting, care, and maintenance of trees.
- Provide workshops or lectures in classrooms and in neighborhoods.
- Environmental educational programs about how coastal forests and other vegetation protect the community from storms, slow erosion by stabilizing shorelines, help manage storm water and improve water quality and provide essential habitat.
- On-site solar energy and battery backup demonstrations for residential and business properties
- Showcasing fuel efficiency and conservation strategies to reduce transportation-related fuel consumption, including transition to electric vehicles and federal incentives related to electric vehicles and charging stations
- Increase participation in the County's Building Efficiency 305 (BE305) program and affiliated BE305 Challenge Program
- Focus on audiences living or working in urban heat islands or in outdoor work environments (e.g. agriculture), with special emphasis on climate change, extreme heat, and public health.

ATTACHMENT A - SCOPE OF WORK

- Devise community-driven strategies and/or programs homeowners and renters can use to prepare for current and future heat.

2.6 Fundraising Efforts

The Foundation will utilize its fundraising resources and donor relationships to leverage the program and encourage its growth.

The Foundation will provide fundraising efforts with the goal of providing partially matching funds with a minimum match of \$150,000 per year with the goal of providing matching funds of \$315,000 per year of the County grant award over the 2-year period that would be dedicated to this partnership program.

SECTION 3: ORGANIZATIONAL SUPPORT ACTIVITIES**3.1 - Describe how your organization will publicize availability of this program to the community?**

The Miami Foundation has a diverse, 5-person Community Engagement team that leads program management and oversight. The entire team works to monitor sub-grantee performance and to stay connected to our partner agencies. We make concerted efforts year-round to visit our sub-grantee partners to see their work in action and to generally build trusting relationships.

As noted above, formal reports are due from sub-grantees annually to monitor spending and performance with periodic phone and in-person visits throughout the grant cycle. Any delays in achieving expected outcomes may result in withholding the final grant payment or requesting the return of the initial grant payment.

3.2 - How will your organization provide continuous quality control of this program, including its staff and operations?

The Miami Foundation will promote the Community Grants program, including this specific category, across their robust listserv of more than 1,000 active nonprofits. Information about the funding opportunity will be shared through numerous direct email messages, via our monthly newsletter, social media platforms, as well as through staff's direct networks. The Foundation also spends 6 weeks at the launch of the program, and 4 weeks prior to launch, doing targeted outreach and community visits to answer questions about the program and encourage nonprofits to apply. Targeted outreach for this year will include offering prior County Environmental Education grantees to meet with Miami Foundation staff for early office hours to ensure we are well acquainted.

We also plan to leverage Miami-Dade County's robust networks to promote the funding opportunity. Informational emails/fliers and links for virtual events will be shared with County staff from the relevant departments.

ATTACHMENT A - SCOPE OF WORK

By signing below, I certify that the information provided on this Scope of Work is true and accurate.

The Miami
Foundation, Inc.

Miami-Dade
County


Rebecca Fishman Lipsey
Print Name / Signature

12/4/24
Date

Print Name / Signature

Date

Attachment B

☐ ORIGINAL BUDGET
☐ BUDGET MODIFICATION #1
☐ BUDGET MODIFICATION #2

Budget Period
 01/01/2025 to 08/31/2027

Organization Name
 The Miami Foundation, Inc.

Agency Approval:
 County Approval:

Signature / Date:
 Print Name:

Rebecca Kishman Lipsey
 Rebecca Kishman Lipsey

12/14/2024

Fiscal (cost basis only) - Accountant _____ Supervisor _____

Object/Class Categories	Total Cost to Agency by Revenue Source										Justification
	County			Other Funding Source(s)			Total Cost to Agency For the Budget Period	% Charged to County	% Charged to Other Funding Sources	Total % All Funding	
	Environmental Education	Amount	%	Amount	%	Amount					
DIRECT COSTS:											
Sub-Grantee program funding for year one (January 2025- June 2026)		578,750	100.0%		0.0%		578,750	100.0%	0.0%	100%	Total funding provided to Community Based Organizations to support their selected Environmental Education program to cover the first year of the program from January 2025- June 2026. The \$15,000 program design and launch fee below is removed from the total amount
Program design and launch fee for year one		15,000	100.0%		0.0%		15,000	100.0%	0.0%	100%	One-time design and launch fee for the program to be utilized from year one funding
Sub-Grantees program funding for year two (July 2026- June 2027)		593,750	100.0%		0.0%		593,750	100.0%	0.0%	100%	Total funding provided to Community Based Organizations to support their selected Environmental Education program to cover the first year of the program from July 2026- June 2027.
SUBTOTAL		1,187,500					1,187,500				
INDIRECT COSTS:											
Administrative fee for year one (January 2025- June 2026)		31,250	100.0%		0.0%		31,250	100.0%	0.0%	100%	5% Admin Fee per year: \$31,250 for year one period from January 2025- July 2026.
Administrative fee for year two (July 2026- August 2027)		31,250	100.0%		0.0%		31,250	100.0%	0.0%	100%	5% Admin Fee per year: \$31,250 for year two period from July 2026- August 2027
SUBTOTAL		62,500					62,500				
TOTAL AWARD:		1,250,000					1,250,000				
IDC %		5.00%		0.00%		0.00%			5.00%		



ATTACHMENT C DUE DILIGENCE AFFIDAVIT

Applicant Name: The Miami Foundation
 Address: 40 NW 3rd Street, Suite 305, Miami FL
 Telephone Number: _____

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

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

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

This is certified by my signature:

Applicant's Signature

Rebecca Fishman Lipsey

Print Applicant's Name

12/4/2024

Date

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on this 4 day of December, 2024, by _____ (name) Rebecca Fishman Lipsey President and CEO for The Miami (name of agency) Foundation.

Said person is ☒ personally known or ☐ produced identification.

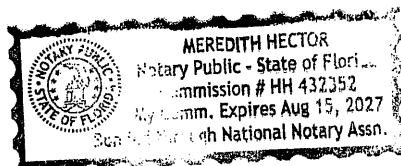
Signature:

Notary Public - State of
Florida, Miami-Dade County

Print Name:

Meredith Hector

Notary Seal/Stamp:



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

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

1. This sworn statement is submitted to Miami Dade County
by Rebecca Fishman Lipsky, President & CEO
(Print individual's name and title)
for The Miami Foundation.
(Print Name of entity submitting sworn statement)
whose business address is 40 NW 3rd Street, Ste 305 Miami 33128
and if applicable its Federal Employer Identification Number (FEIN) is _____
If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:
2. I understand that a "public entity crime" as defined in paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to public entity or agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misinterpretation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
 - A. A predecessor or successor of a person convicted of a public entity crime; or
 - B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime

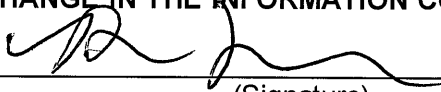
The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income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

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

 Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

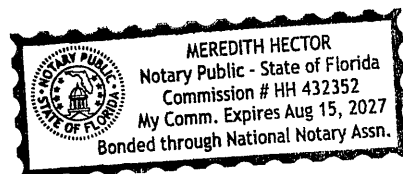

(Signature)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on this 4 day of December, 2024 by Rebecca Fishman Lips (name) President and CEO for The Miami Foundation agency) . Said person is ☐ personally known or ☐ produced identification.

Signature: Meredith Hector
Notary Public - State of
Florida, Miami-Dade County

Print
Name: Meredith Hector

Notary Seal/Stamp:





HUMAN TRAFFICKING AFFIDAVIT

The Human Trafficking Affidavit is required by Section 787.06, Florida Statutes ("F.S."), as amended by HB 7063, which is deemed as being expressly incorporated into this Form. The Form must be completed by a person authorized to make this attestation on behalf of the Contractor (Nongovernmental Entity) for the purpose of executing, amending, or renewing a Contract with the County (Governmental Entity). The term Governmental Entity has the same meaning as in Section 287.138(1), F.S.

The Miami Foundation does not use coercion for labor or services as defined in Section 787.06, F.S.
Contractor's Legal Company Name

Pursuant to Section 92.525, F.S., under the penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Contractor's Authorized Representative: Rebecca Fishman Lipsy

Title of Contractor's Authorized Representative: President & CEO

Signature of Contractor's Authorized Representative: [Handwritten Signature]

Date: 12/5/2024