

MEMORANDUM

Agenda Item No. 3(B)(1)

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

DATE: March 18, 2025

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution retroactively approving and authorizing the County Mayor: (1) execution of a subcontractor agreement between Miami-Dade County, through the Community Action and Human Services Department and the City of Homestead for grant funding in the approximate amount of \$22,500.00, for a term of six months commencing on January 1, 2025 and ending on June 30, 2025; and (2) receipt and expenditure of said grant funding for personnel costs of a Victim of Crime Act Specialist 1 (Victim Advocate) for the provision of services to survivors of domestic violence, dating violence, sexual assault, and stalking and their children, family, or household members located in the City of Homestead and surrounding areas; authorizing the County Mayor to execute other agreements and documents necessary for receipt and expenditure of said funding, and to exercise the provisions set forth therein, provided that such other agreements and documents and any amendments thereto 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 five years; (2) execute agreements and documents necessary for receipt and expenditure of said funding; and (3) exercise the provisions set forth therein provided that such amendments are consistent with the purposes described herein

Resolution No. R-264-25

The accompanying resolution was prepared by the Community Action Agency and placed on the agenda at the request of Prime Sponsor Vice Chairman Kionne L. McGhee .


Geri Bonzon-Keenan
County Attorney

GBK/jp

Memorandum



Date: March 18, 2025

To: Honorable Chairman Anthony Rodriguez
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 Actions of Executing Agreement between the City of Homestead and Miami-Dade County, through the Community Action and Human Services Department

Executive Summary

This item seeks retroactive approval of and authorization from the Board of County Commissioners (Board) for the Subcontractor Agreement attached to and incorporated in the resolution as Attachment A, between Miami-Dade County, through its Community Action and Human Services Department (CAHSD), and the City of Homestead (Agreement) in the amount of \$22,500.00 for personnel costs. Specifically, the Agreement is to fund one Victim of Crime Act Specialist 1 position (Victim Advocate) to provide services to survivors of domestic violence, dating violence, sexual assault, and/or stalking survivors and their dependents (survivors) located in City of Homestead and surrounding areas. The Agreement shall be for a six-month term commencing on January 1, 2025, and ending on June 30, 2025.

Recommendation

It is recommended that the Board:

- 1) retroactively approve and authorize the County Mayor or County Mayor's designee's execution of an Agreement, attached to and incorporated in the resolution as Attachment A, between the City of Homestead Police Department and Miami-Dade County, through CAHSD. The term of the Agreement is for six months from January 1, 2025, through June 30, 2025;
- 2) retroactively authorize the receipt and expenditure of \$22,500.00 for the personnel costs of one Victim Advocate, for the provision of services to survivors located in the City of Homestead and surrounding areas;
- 3) authorize the County Mayor or County Mayor's designee to execute other agreements and documents necessary for receipt and expenditure of such funds and to exercise the provisions set forth therein, including termination and amendment provisions, provided that such other agreements and documents and any amendments thereto are consistent with the purpose described herein and following approval for form and legal sufficiency by the County Attorney's Office; and
- 4) authorize the County Mayor or the County Mayor's designee to apply for, receive, and expend additional future funds for the purpose described herein for up to five years from the effective date of this resolution and to execute other agreements and documents necessary for receipt and expenditure of such funds and to exercise the provisions set forth therein, including termination and amendment provisions, provided that such other agreements and documents and any amendments thereto

are consistent with the purpose described herein and following approval for form and legal sufficiency by the County Attorney's Office.

Scope

The impact of this resolution is mostly localized to the City of Homestead and surrounding areas. However, the Victim Advocate funded through this Agreement may assist individuals outside of the City of Homestead and surrounding areas with intake, referrals, or other services offered to survivors.

Delegation of Authority

The County Mayor or County Mayor's designee has delegated authority to:

- 1) execute agreements and documents necessary for receipt and expenditure of the \$22,5000.00 for personnel costs and to exercise the provisions set forth in such agreements and documents, including termination and amendment provisions, provided that such other agreements and documents and any amendments thereto are consistent with the purpose described herein following approval for form and legal sufficiency by the County Attorney's Office; and
- 2) apply for, receive, and expend additional future funds for the purpose described herein for up to five years from the effective date of this resolution and to execute other agreements and documents necessary for the receipt and expenditure of such funds and to exercise the provisions set forth therein, including termination and amendment provisions, provided that such other agreements and documents and any amendments thereto are consistent with the purpose described herein following approval for form and legal sufficiency by the County Attorney's Office.

Fiscal Impact/Funding Source

There is no net fiscal impact to Miami-Dade County, the personnel costs of the Victim Advocate, \$25,500.00, over the term of the Subcontractor Agreement will be paid for by the City of Homestead Police Department through grant funding received by the Florida Department of Children and Families (DCF).

Track Record/Monitor

The CAHSD Director, or other designated departmental supervisory personnel, will monitor this Agreement.

Background

The DCF awarded the City of Homestead Police Department with funding to: (1) enhance the safety of domestic and dating violence victims; (2) increase perpetrator accountability through the gathering of evidence; (3) perform arrests; and (4) maintain an overall zero-tolerance approach to the domestic and dating violence that has impacted the City of Homestead and its surrounding areas. The City of Homestead Police Department, partnered with the County, through the CAHSD, to provide requisite services needed to curb the increasingly disparate situation on-the-ground and bring relief to the area's residents and visitors, as well as further professionalizing local partners and expanding access to specific services that will benefit survivors of crime. The City is contracting with the County for the provision of services to said

survivors. Specifically, the funding will be used for the personnel costs of one Victim Advocate to be co-located at both the City of Homestead Police Department and Safespace Shelter located in Homestead or surrounding areas and provide services to survivors.

These funds will allow CAHSD, through its programs in the Violence and Prevention Division (VPID), to provide advocacy services and an array of other supportive services to survivors located in City of Homestead and surrounding areas. Furthermore, CAHSD will also use the funds to hire an additional advocate to provide direct services and improve or enhance the operations.

VPID provides a wide array of advocacy and related social services and assistance to survivors through a myriad of locations including, but not, limited to certain domestic violence shelters.



Cathy Burgos, LCSW
Chief of Community Services



MEMORANDUM

(Revised)

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

DATE: March 18, 2025

FROM: 
Glen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 3(B)(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 ____, 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 *Daniella Levine Carap* Mayor
Veto _____
Override _____

Agenda Item No. 3(B)(1)
3-18-25

RESOLUTION NO. R-264-25

RESOLUTION RETROACTIVELY APPROVING AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE'S: (1) EXECUTION OF A SUBCONTRACTOR AGREEMENT BETWEEN MIAMI-DADE COUNTY, THROUGH THE COMMUNITY ACTION AND HUMAN SERVICES DEPARTMENT AND THE CITY OF HOMESTEAD FOR GRANT FUNDING IN THE APPROXIMATE AMOUNT OF \$22,500.00, FOR A TERM OF SIX MONTHS COMMENCING ON JANUARY 1, 2025 AND ENDING ON JUNE 30, 2025; AND (2) RECEIPT AND EXPENDITURE OF SAID GRANT FUNDING FOR PERSONNEL COSTS OF A VICTIM OF CRIME ACT SPECIALIST 1 (VICTIM ADVOCATE) FOR THE PROVISION OF SERVICES TO SURVIVORS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, AND STALKING AND THEIR CHILDREN, FAMILY, OR HOUSEHOLD MEMBERS LOCATED IN THE CITY OF HOMESTEAD AND SURROUNDING AREAS; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE OTHER AGREEMENTS AND DOCUMENTS NECESSARY FOR RECEIPT AND EXPENDITURE OF SAID FUNDING, AND TO EXERCISE THE PROVISIONS SET FORTH THEREIN, PROVIDED THAT SUCH OTHER AGREEMENTS AND DOCUMENTS AND ANY AMENDMENTS THERETO 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 FIVE YEARS; (2) EXECUTE AGREEMENTS AND DOCUMENTS NECESSARY FOR RECEIPT AND EXPENDITURE OF SAID FUNDING; AND (3) EXERCISE THE PROVISIONS SET FORTH THEREIN PROVIDED THAT SUCH AMENDMENTS ARE CONSISTENT WITH THE PURPOSES 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 the subcontract agreement, attached hereto and incorporated herein as Attachment A, between Miami-Dade County, through the Community and Human Services Department, and the City of Homestead Police Department, in the approximate amount of \$22,500.00, for the personnel costs of a Victim of Crime Act Specialist 1 (“Victim Advocate”). The term of the agreement is for a period of six months beginning on January 1, 2025, and ending June 30, 2025. The Victim Advocate will provide services to survivors of domestic violence, dating violence, sexual assault, and/or stalking survivors and their dependents who are primarily located in the City of Homestead and surrounding areas.

Section 3. Retroactively authorizes the County Mayor or County Mayor’s designee’s execution of the Agreement and receipt and expenditure of said funding.

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

Section 5. 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 five years from the effective date of this resolution. This Board further authorizes the County Mayor

or County Mayor's designee to execute other agreements and documents necessary for receipt and expenditure of such funds as well as exercise the provisions set forth in such other agreements and documents, including termination and amendment provisions, 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 **Roberto J. Gonzalez** , who moved its adoption. The motion was seconded by Commissioner **Kionne L. McGhee** 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	absent	Sen. René García	aye
Oliver G. Gilbert, III	aye	Roberto J. Gonzalez	aye
Keon Hardemon	aye	Danielle Cohen Higgins	aye
Eileen Higgins	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 18th 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.

Shanika A. Graves

MDC008

Memorandum



Date: December 3, 2024
To: Shanika A. Graves, Esq.
Assistant County Attorney, CAO
From: Shareefah Robinson, Division Director
Violence Prevention and Intervention Division, CAHSD
Subject: Legal Sufficiency Approval-Resolution to Execute Subcontractor Agreement between the City of Homestead and Miami-Dade County, through Community Action and Human Services Department

FORM AND LEGAL SUFFICIENCY REVIEW

Attached for your review and subsequent approval for Legal Sufficiency is the Subcontractor Agreement between the City of Homestead and Miami-Dade County, through the Community Action and Human Services Department for the administration of project funds for the personnel cost of a Victim of Crime Act Specialist 1 (Victim Advocate) for the provision of services to survivors of domestic violence, dating violence, sexual assault, and/or stalking survivors and their dependents located in the City of Homestead and surrounding areas. The term of this agreement is for a period of six (6) months beginning on January 1, 2025, and ending June 30, 2025. The total amount of funding is not to exceed \$22,500.00. Attached you will find the Background Memorandum, the proposed resolution, and the Subcontractor Agreement between the City of Homestead and Miami-Dade County, through Community Action and Human Services Department.

If you have any questions regarding this item, please contact Shareefah Robinson at (786) 795-5273.

SG I approve the above referenced contract amendment as to form and legal sufficiency.

Shanika A. Graves

Shanika A. Graves
Assistant County Attorney

 I do not approve the above referenced as to form and legal sufficiency because:

Please resubmit again or review after these problems have been addressed.

Shanika A. Graves, Esq.
Assistant County Attorney

MDC009

SUBCONTRACTOR AGREEMENT

This agreement ("Agreement") is hereby made and entered into on the date of last signature ("___ day of ___, 202__"), by and between Miami Dade County ("MDC" or "Contractor"), located at 111 NW 1 First Street Miami, FL 33128 and City of Homestead, FL ("Sponsor"), located at 100 Civic Court, Homestead, FL 33030-6024, each individually referred to herein as a "Party" and collectively as the "Parties." In consideration of the faithful performance of the terms, covenants, and conditions and the mutual obligations as set forth herein, the Sponsor and Contractor agree as follows:

1. **Term.** The Agreement shall be for a period of six (6) months beginning on January 1, 2025, and ending June 30, 2025 ("Term"), irrespective of its Effective Date.
2. **Scope of Services.** The services ("Services") provided during the term of this Agreement and covered by this Agreement are set forth in the State of Florida's, Department of Children and Families, Contract with the City of Homestead, through the Homestead Police Department.
3. **Compensation Terms.**
 - a. This is a performance-based contract for an amount not to exceed \$22,500.00 ("Fees") for the completion of the Services in accord with the terms and conditions of the Agreement.
 - b. All references to "\$" or "dollars" mean the lawful currency of the United States of America ("USD") and all amounts payable under this Agreement shall be paid in USD.
 - c. The Contractor promises to submit invoice(s) in accordance with the payment schedule attached hereto as Schedule B ("Fee Schedule") and incorporated herein by reference. The Sponsor's delivered payment terms are payment within thirty (30) days except where the law provides otherwise. It is understood and agreed that Sponsor promises not to withhold any amount for payment of taxes from the compensation of the Contractor.
 - d. Sponsor's duty to pay compensation to Contractor is subject to and conditioned upon Sponsor's receipt of Department of Children and Families Contract# LN263 federal grant funds covering the full amount of such compensation.
4. **Independent Contractor.** In connection with the Contractor's operations and activities hereunder, Contractor is an Independent Contractor and this Agreement does not create an agency, partnership, or formal business relationship of any kind between Sponsor and Contractor or Sponsor and Contractor's employees. All Contractor personnel providing services under this Agreement shall be deemed employees of Contractor and shall not for any purposes be considered employees or agents of the Sponsor. Contractor assumes full responsibility for the actions and supervision of such personnel while performing services under this Agreement. Sponsor assumes no liability for Contractor personnel. Contractor, as an independent company contractor to Sponsor, promises to be responsible for all taxes, fees, license, or other legal or governmental requirements for the Services and its employees performing services under this Agreement unless otherwise noted in Schedule A.

5. **Supervision of the Work.** Contractor promises to supervise and direct the trainings described in Exhibit A (“Services”), using Contractor’s best skill and attention. Contractor promises to be solely responsible for all methods, techniques, sequences, and procedures, and shall coordinate all portions of the Services provided hereunder. Sponsor promises to deal only through Contractor, who shall be responsible for the proper execution of the Services. A subcontractor (“Subcontractor”) is a person or organization that has a direct contract with Contractor to perform any of the Services. Nothing contained in this Agreement or any other document associated with the performance of the Services shall create any contractual relation between any Subcontractor and the Sponsor. Contractor promises to be responsible to Sponsor for the acts and omissions of Contractor’s employees, Subcontractors, and their agents and employees, and any other persons performing any of the Services under a contract with Contractor. Contractor promises to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of this Agreement as to that portion of the Services performed by Subcontractor, unless specifically noted to the contrary in a subcontract approved in writing by the Sponsor.

6. **Access to Data.** Contractor requires access to certain criminal justice information from the Sponsor to implement this Agreement. Sponsor promises to secure access to and share such information with Contractor. All information provided by Sponsor to the Contractor will be subject to the conditions of this Agreement.

7. **Confidential Information.**

- a) Contractor acknowledges it may receive or have access to data that is confidential and proprietary to Sponsor. “Confidential Information” shall be defined as data or information which is provided to Contractor in connection with this Agreement in writing and marked “proprietary” or “confidential” at the time of disclosure, or information which is transmitted to Contractor in connection with this Agreement orally, provided that Sponsor promptly reduces such information to a writing delivered to Contractor and marked “proprietary” or “confidential”. Notwithstanding the foregoing, all raw data provided by Sponsor to Contractor and all information that is either individually-identifiable or could be used to identify an individual shall be deemed to be “Confidential Information” regardless of the circumstances of disclosure. Contractor promises, that unless expressly authorized in writing by Sponsor, to use such information and property only for performance of this Agreement and not to disclose, copy, distribute, or otherwise disseminate the Confidential Information to any third parties except to the Contractor’s employees, associates, and Subcontractors who require such information to perform the Services specified in this Agreement. The Contractor promises to protect the Confidential Information using the same degree of care it uses to protect its own Confidential Information using no less than a reasonable degree of care. Notwithstanding the above, Sponsor acknowledges and agrees that Contractor is legally required to and shall comply with chapter 119, Florida Statutes, and other laws concerning the production of documents or other things in its possession.
- b) However, such obligation will not apply to information that Contractor can demonstrate by its written records was: (a) previously known to Contractor; (b) acquired by Contractor from a third party having the right to disclose such information; (c) known to the public through no fault of Contractor; or (d) is required by law, judicial order, or subpoena to be disclosed by Contractor. Contractor promises to maintain data protection processes and systems sufficient to protect Sponsor provided information and property. Contractor promises to promptly report to Sponsor any discovered unauthorized access to or use of information.

- c) The foregoing obligations with respect to Confidential Information will survive the expiration or termination of this Agreement for a period of three (3) years or such longer period as required by law, regulation, or court order.

8. **Publication.** Contractor retains the right to draw on the information obtained and Services provided through this Agreement, and any of its own follow-on research that results from it. Under no circumstances will any Contractor publications contain any Confidential Information.

9. **Delays.**

- a) Neither Sponsor nor Contractor will be in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonconforming Party. For purposes of this Agreement, such circumstances include abnormal weather conditions; floods; earthquakes; fire; epidemics; war, riots, or other civil disturbances; pandemics or limitations brought on as a result of a pandemic; sabotage; judicial restraint; discovery of unanticipated hazardous wastes; and inability to procure permits, licenses, or authorizations from any government agency for any of the supplies, materials, information, accesses, or services required to be provided by either Sponsor or Contractor under this Agreement. Should such circumstances occur, the nonconforming Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances that prevent continued performance and efforts undertaken to resume performance of the Agreement. If the Contractor is delayed in the performance of the services for more than three hundred sixty-five (365) calendar days, either by the Sponsor or circumstances beyond the Contractor's control, an equitable adjustment to the contract amount can be made to compensate for additional costs incurred.
- b) For delays in Contractor's performance caused by circumstances that are within its control, Contractor promises to immediately notify Sponsor of such delays. Such notice must include the cause, effect, duration, and corrective action proposed by Contractor to address the delay.

10. **Notices.** All notices required or permitted to be given to any Party to this Agreement must be given in writing and must be delivered personally or sent by United States mail postage prepaid or by a nationally recognized overnight carrier, or sent by e-mail addressed to the Parties as set forth below:

To Contractor:

Shareefah Robinson,
Division Director
Violence Prevention and Intervention Division
Community Action and Human Services Department
Miami-Dade County
701 N.W. 1st Court, 10th Floor
Miami, Florida 33136
Office: 786-795-5273
Shareefah.Robinson@miamidade.gov

To Sponsor:

Pamela Springle
Grants and Special Projects Administrator
100 Civic Court
Homestead, FL 33030
305-224-4483
grants@homesteadfl.gov

Either Party may change the individual to which communications or copies are to be sent by giving written notice. The notice of change shall be effective only upon receipt of such change that is in conformity with the provisions of this paragraph for giving notice.

11. **Governing Law.** This Agreement is governed by and construed in accordance with the laws of the State of Florida, without regard to conflict of laws principles. The Parties specifically and irrevocably consent to the exclusive jurisdiction of any federal or state court in Miami-Dade County with respect to all matters concerning this Agreement and its enforcement.

12. **Termination for Convenience.** Sponsor and Contractor each reserve the right to terminate this Agreement or any part of this Agreement at its sole convenience with forty-five (45) days written notice. On the effective date of termination, Contractor must immediately stop all work and immediately cause any of its suppliers or Subcontractors to cease any further work. Sponsor promises to reimburse Contractor for actual, reasonable, substantiated, and allocable costs, including non-cancelable obligations, for Services performed up to and including to date of termination.

13. **Termination for Cause.**

- a) Sponsor may elect to terminate this Agreement, or any part of this Agreement, with thirty (30) days written notice for cause in the event of any default by Contractor, or if Contractor fails to comply with any of the terms and conditions of this Agreement. Delivery of services which do not conform to this Agreement, and failure to provide Sponsor, upon request, with adequate assurances of future performance are all causes allowing Sponsor to cancel this Agreement for cause. In no event shall any delays caused by Sponsor's failure to provide Contractor with the data specified in paragraph 6 allow Sponsor to terminate for cause. If it should be determined that Sponsor has improperly cancelled this contract for a default, the cancellation is considered a termination for convenience.
- b) Contractor may terminate this agreement for cause if Sponsor does not provide appropriate access to the data referenced in paragraph 6. In such event, Contractor may terminate this Agreement, with thirty (30) days written notice for Cause. In the event of cancellation for cause pursuant to this provision, Contractor shall be entitled to payment for the next applicable milestone to compensate it for its services.

14. **Waiver.** A Party may, by written instrument signed on behalf of such Party: (a) extend the time for the performance of any of the obligations or other acts of another Party due to it, (b) waive any inaccuracies in the representations and warranties made to it contained in this Agreement, or (c) waive compliance with any covenants, obligations, or conditions in its favor contained in this Agreement. No claim or right arising out of this Agreement can be waived by a Party, in whole or in part, unless made in writing signed by such Party. Neither any course of conduct or dealing nor failure or delay by any Party in exercising any right, power, or privilege under this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power or privilege, or the exercises of any other right, power or privilege. A waiver given by a Party will be applicable only to the specific instance for which it is given.

15. **Severability.** The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void will not in any way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision will be deemed severed from this Agreement, and the balance of this Agreement must be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The Parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. Any such amendment must be memorialized in a document that is signed by both Parties to be effective. The provisions of this Section do not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

16. **Amendment.** The Parties may amend, supersede, cancel, renew, or extended this Agreement only by a written instrument signed by each of the Parties hereto.

17. **Non-Discrimination.** Contractor promises to comply with all federal, state, and local non-discrimination laws and regulations. Contractor promises not to discriminate against any participant in this Agreement on the basis of race, color, religion, sex, age, disability, national origin, familial status, marital status, sexual orientation, gender identity, gender expression, status as a victim of domestic violence, dating violence or stalking, pregnancy, age, ancestry, national origin, disability, or source of income.

18. **Drug Free Workforce.** Contractor certifies that it will provide a drug-free workplace and promises to comply with the applicable requirements of the Drug-Free Workplace Act of 1988.

20. **Scrutinized Companies.**

a) Contractor certifies that it and any subcontractors used in furtherance of this agreement are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, Florida Statutes, the Sponsor may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b) The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

- c) As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

21. **E-Verify.** Contractor shall comply with Section 448.095, Florida Statutes, "Employment Eligibility," including the registration and use of the E-Verify system to verify the work authorization status of employees. Failure to comply with Section 448.095, Florida Statutes, shall result in termination of this Agreement. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by Contractor, Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

22. **Public Records.**

- a) Contractor agrees to keep and maintain public records in Contractor's possession or control in connection with Contractor's performance under this Agreement for six years. Contractor additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes.
- b) Contractor 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 the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Sponsor.
- c) Upon request from Sponsor's custodian of public records, Contractor shall provide the Sponsor with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- d) Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Sponsor.
- e) Upon completion of this Agreement, Contractor will maintain and provide a copy if requested of the public records required by the Sponsor to perform the service. Contractor shall meet all applicable requirements for retaining public records. All records stored electronically by Contractor shall be delivered to the Sponsor, upon request from the Sponsor's Custodian of Records, in a format that is compatible with the Sponsor's information technology systems.
- f) Any compensation due to Contractor shall be withheld until all records are received as provided herein.
- g) Contractor agrees to adhere to any such applicable Federal Regulations which are mandated to be followed when using federal funds or State pass thru of federal funds.
- h) Contractor agrees to comply with all applicable Federal laws, rules, regulations and orders and provide all required information and documentation necessary for the Sponsor demonstrate compliance with all applicable Federal laws, rules, regulations and orders.
- i) Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Sponsor.

- j) Section 119.0701(2)(a), Florida Statutes, IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS.

Custodian of Public Records: ELIZABETH SEWELL, CITY CLERK
Mailing address: 100 CIVIC COURT,
HOMESTEAD, FL 33030
Telephone number: 305-224-4442
Email: ESEWELL@HOMESTEADFL.GOV

23. **Compliance with Laws.** The Sponsor has entered into this Agreement with Contractor relying on its knowledge and expertise to provide the Services contracted for. As part of that reliance, Contractor represents that knowledge and understanding of the relevant and applicable federal and state laws that apply to the Services provided through this contract, and promises to comply with these relevant and applicable federal and state laws.

24. **Entire Agreement.** This Agreement, including Exhibit A and Schedules A and B, constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior agreements, and understandings, representations, and warranties, both written and oral, among the Parties with respect to the subject matter hereof and thereof.

IN WITNESS WHEREOF, the Parties hereto, by their duly authorized representatives, have executed this Agreement, which shall become effective as of the Effective Date stated herein.

SPONSOR: CITY OF HOMESTEAD, FL

Signature:



Date:

11/6/2024

Printed Name:

Nzeribe (Zerry) Ihekweba, PhD, PE
City Manager

Signature:



Date:

11/08/24

Printed Name:

Elizabeth Sewell
City Clerk

Signature:



Date:

10/29/2024

Printed Name:

David M. Wolpin
City Attorney

Signature:



Date:

11/4/24

Printed Name:

Natalia Amaya
Risk Approval

CONTRACTOR:

Miami Dade County Community Action and Human Services

Signature:



Date:

1/28/25

Printed Name:

Cathy Burgos, LCSW

Title:

Chief Community Services Officer

SCHEDULE A: Scope of Services

Position Description: Victim Advocate

Position Requirements:

Will be determined by Miami Dade County Victim Services following the standard guidelines that MDC has set forth for hiring Victim Advocates.

General Function: The Victim Advocate acts as a liaison between victims, law enforcement, medical personnel, and the judicial system and support services. The victim advocate provides immediate, appropriate services to victims of crime including assistance with the filing of victim compensation forms. Victim Advocate will provide one victim advocate to be housed at the Homestead Police department. 80% time their time (32 hours per week) will spent working directly with the Homestead STOP detectives on cases of domestic violence (85% time) and/or sexual assault (15% time), ensuring support services are provided, if the survivor qualifies, Safe Space housing, along with judicial assistance in obtaining a protection order.

Responsibilities: The Victim Advocate shall:

- Provide immediate response to the needs of victims of crime as referred by the Homestead Police department liaison.
- Assess victims needs at every level of recovery.
- Provide appropriate referrals to local service providers (such as family/individual counseling, financial assistance, relocation, additional services as identified).
- Provide comprehensive follow-up.
- Provide judicial support to victims (i.e. courtroom orientation, assistance in obtaining restraining orders, arranging transportation, and accompaniment).
- Assist and facilitate the return of property.
- Assist with preparation of victim impact statements.
- Accompany victims to line-up identifications, law enforcement interviews and photo pack review sessions.
- Assist with landlord, employers or schools, as needed.
- Assist with in restitution requests.
- Assist with victim compensation claims.
- Assist with gathering and submitting required documents.
- Follow up on the status of forms and application submitted, as needed.
- Keep the victim advised, as needed.
- Perform any and all other duties as assigned by the Program Director.

SCHEDULE B: Fee Schedule

- Sponsor agrees to provide monthly payments in an amount not to exceed \$3,750 to the Contractor for a grand total not to exceed, \$22,500.00 (which is for the 6-month term) for the completion of the Services.
- Contractor agrees to submit invoice(s) in accordance with the following invoicing schedule:
 - First invoice submitted thirty (30) days from the Effective Date of the Agreement for professional services fees with documentation of payments rendered for direct victim services. Monthly Invoices will be submitted by the 30th day of the following month with documentation of payments rendered for direct victim services.
 - Annual invoice will be submitted 30 days after June 30, 2025 with an annual financial report submitted with the said final invoice.
- Contractor shall directly invoice the Client for the above fees in accordance with the fee schedule. Payment shall be due in full within 30 days of the date of approved invoice.
- Contractor's invoices shall be emailed to: grants@homesteadfl.gov