

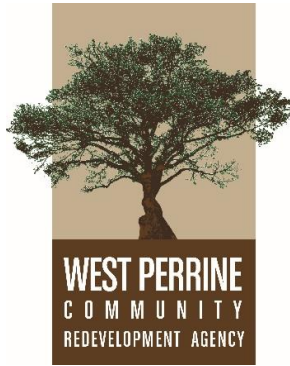
**WEST PERRINE COMMUNITY REDEVELOPMENT AGENCY**  
**REGULAR MEETING OF THE BOARD OF COMMISSIONERS**

**LOCATION: SOUTH DADE GOVERNMENT CENTER**  
10710 SW 211<sup>TH</sup> - Conference Room 104 - Cutler Bay, FL 33189

Wednesday, September 27, 2023 - REGULAR MEETING AGENDA  
**6:00 PM – 7:30 PM**

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- |              |  |                                     |
|--------------|--|-------------------------------------|
| <b>I.</b>    | Meeting Call to Order, Roll Call                           | Chairman Gilliard / Vivian Cao      |
| <b>II.</b>   | Reasonable Opportunity for the Public to be Heard          | Chairman Gilliard                   |
| <b>III.</b>  | Approval of Agenda   |                                     |
| <b>IV.</b>   | Approval of Minutes  |                                     |
|              | a. August 30, 2023, Regular Board Meeting                  | Chairman Gilliard                   |
| <b>V.</b>    | Special Presentations:                                     |                                     |
|              | a. Mothers Fighting for Justice                            | Romania Dukes, Executive Director   |
|              | b. Public Housing & Community Development, MDC             | Jose Mascorro, Development Director |
|              | c. Sugar 4 Kids Foundation, Inc.                           | Mary Faison, Executive Director     |
|              | d. West Perrine Community Builders Association             | Alphonso Bruton, Vice President     |
| <b>VI.</b>   | Action Items   |                                     |
|              | a. Agency's Proposed Fiscal Year 2023-24 Budget            | Vivian Cao / Chairman Gilliard      |
|              | b. Commercial Grant Program                                | Vivian Cao / Terrence Smith         |
|              | c. Residential Grant Program                               | Vivian Cao / Terrence Smith         |
| <b>VII.</b>  | Discussion Items   |                                     |
|              | a. Primer: Board Membership                                | Terrence Smith                      |
|              | b. Request for Proposal - Professional Consulting Services | Chairman Gilliard                   |
|              | Grant Coordinator, Code Compliance & Public Info.          |                                     |
|              | c. Chairman's Update                                       | Chairman Gilliard                   |
| <b>VIII.</b> | Next Meeting Dates & Adjournment                           |                                     |
|              | a. Wednesday, November 15, 2023                            |                                     |



**Regular Board Meeting Minutes – August 30, 2023 – 6:00 P.M.**  
South Dade Government Center  
10710 SW 211<sup>th</sup> ST – Conference Room 104 – Cutler Bay, FL 33189

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**Meeting Call to Order, Roll Call**

Chairman Gilliard called the meeting to order at 6:01 P.M. Roll Call was as follows:

- Present: Chairman Leviticus L. Gilliard, Willie Carpenter, Lieutenant Kevin Richardson, and Rhonda Richardson-Comer, Veronica Thompkins,
- Absent: Taj C. Echoles and Vice-Chairman Tyreke Spann
- Miami-Dade County Staff Present: Vivian Cao, Assistant Director; Jason E. Rodriguez, Senior Business Analyst and Nicole Hoyle, Business Analyst, Office of Management and Budget (OMB); Richard Appleton, Assistant County Attorney and Terrence A. Smith, Assistant County Attorney, County Attorney’s Office (CAO), Beverly Washington, Chief of Neighborhood Compliance; Martiza Vazquez, Compliance Supervisor; and Snezana Cordoba, Building Code Compliance Officer, Regulatory and Economic Resources (RER); Major Benny Solis, Lieutenant Christian Campo and Sergeant Dave Rajendranath, Miami-Dade Police Department (MDPD)

**Open Forum for Public Comments**

Chairman Gilliard opened the forum for the public to have a reasonable opportunity to be heard.

Ms. Christy Berry Wilson, 18055 Homestead Avenue; inquired about funding from the CRA and whether there will be an RFP (request for proposal) process to apply for funding. Chairman Gilliard stated he would address her inquiry at a later date.

Ms. Romania Durn, 10042 West Everglade Street; stated that she is part of the group *Mothers Fighting for Justice*. She inquired about the process to make a presentation to the Board about her organization. Chairman Gilliard expressed interest in speaking further about the organization at a later date.

Mr. Alphonso Bruton, 10410 SW 171<sup>st</sup> Street; requested clarity about how the community can ask questions to Board members. Mr. Bruton also inquired whether any of the Board members lived

in the West Perrine area. He also stated opposition to expanding the West Perrine CRA boundaries.

Ms. Helen Gage, 10203 SW 169th Terrace; provided the Board with information regarding the historical Bethel House Museums and its accomplishments since its designation as a historic place in Perrine. Chairman Gilliard stated the Board will review the information.

Ms. Sybil Harriss, 17720 SW 105 Avenue; inquired about the criteria for serving on the Board.

Mr. Frederick Dominguez, 10600 SW 177<sup>th</sup> Street; expressed concern over code enforcement and having police presence in the area. Mr. Dominguez also inquired about contact information for the Board members.

Mr. Mark Harris, 17001 SW 100<sup>th</sup> Avenue; Chair of the Community Action Council expressed the desire to have Board members attend a future West Perrine Community Action Council meetings.

### **Approval of Agenda**

Chairman Gilliard amended the published meeting agenda by adding a Chairman's Update under the Discussion Items. Additionally, he deferred the following discussion items:

Grant Allocation and Qualifying Status and Proposed Fiscal Year 2023-24 Budget

Ms. Thompkins moved to approve the meeting agenda as amended. The motion was seconded by Ms. Richardson-Comer. Motion passed unanimously.

### **Approval of Minutes**

Ms. Thompkins moved to approve the July 26, 2023, Regular Board meeting minutes. The motion was seconded by Ms. Richardson Comer. Motion passed unanimously.

### **Follow Up & Update Status**

#### **A. Florida Redevelopment Association Conference**

Ms. Cao, ; stated that the staff is working on finalizing the travel details to Florida Redevelopment Association Conference in October.

#### **B. Information on County Owned-Operated Parcels**

Ms. Cao, stated that in response to a request at the August Board meeting staff included in the Board member's agenda packet a map of the County owned parcels in the West Perrine area.

### **Discussion Items**

## **A. Code Compliance Notification**

Ms. Vazquez, stated her team received a list of properties in the area provided by the Board, through staff, that were in violation of code compliances. Ms. Vazquez listed the various functions of her team such as sign removal, general housing standards, vacant houses/pools, infestations (excluding bee keeping), property maintenance, business premises maintenance, graffiti, zoning improvement permits, addressing Certificates of Use, unauthorized vehicles on properties, and unauthorized use of business on home properties.

Chairman Gilliard requested information on reporting violations and related process. Ms. Vazquez stated that the reporting timing varies based on the code. Ms. Vazquez stated that code violations can be reported to 311 and that the person will need to report their name and address. She emphasized that only life safety issues can be reported anonymously. Ms. Vazquez stated depending on the type of code violation, a warning or citation will be issued. She explained that residents are given a timeframe to get into compliance by addressing the issue they were worn/cited for.

Ms. Richardson Comer inquired whether businesses are issued warning notices and whether there is a different process for abandoned businesses. Ms. Vazquez stated the process is the same for both.

Lt. Richardson inquired whether it is legal to have a mobile home in a residence. Ms. Vazquez stated that it is not allowed by the County code. She stated residents may have an RV on the property, but the RV cannot be rented out, have residents living in it, and it cannot be connected to water and electricity.

Ms. Cordoba stated her area primarily handles the building support section, unsafe structures section, and contractors'. Ms. Cordoba stated that her unit follows the 311 system that her colleague Ms. Vazquez uses. Ms. Cordoba explained the ticket system for various code violations and stated her office assists with helping small businesses obtain proper licenses at their Coral Way office. Ms. Cordoba explained the differences between the building support, unsafe structure, and contractors' section that her unit oversees. She described examples of each section and related violations. Ms. Cordoba also added certain violations could be subject to jail time.

## **B. Community Policing**

Major Solis explained the history behind his unit's work which came from the "Peace and Prosperity Plan" initiated by Mayor Daniella Levine Cava. Major Solis gave a list of the current crime statistics and stated that their Part One crimes are down; examples of Part One crimes are homicides, burglaries, aggravated battery, etc. Major Solis attributed the reduction of crime in part to the collaborative efforts of the community. Major Solis expressed his desire to continue these collaborative efforts and encouraged residents to continue to stay in communication with the police force regarding crime in the West Perrine area. Major Solis expressed his team has short term and

long-term operational goals to address crime in the area and provided his contact information for community members to contact him directly with any inquiries they may have.

Chairman Gilliard inquired about officers being posted in the West Perrine CRA area and asked what the CRA Board can do to assist the Community Policing Unit. Major Solis stated there are three assigned officers to the West Perrine Neighborhood Resource Unit (NRU). He expressed a desire to increase manpower assigned to the NRU as the area continues to grow.

### **C. Chairman's Update**

Chairman Gilliard stated that at the July Board meeting certain items were discussed and that the community was advised that those items will be addressed expeditiously. He affirmed his desire to meet those goals such as establishing a residential improvement grant program, addressing the need to beautify the redevelopment area, implement community policing, enforcing code compliance to eliminate slum and blight, create partnerships with public and private developers to enhance public housing through refacing and beautification and pursuing land acquisition to encourage development as envisioned by the area residents.

The Chairman also engaged the community members for ideas to address the homeless population in the area. Some community members expressed the need for more shelter and drug treatment facilities. Other community members expressed that the Agency's resources should be allocated towards initiatives that benefit everyone rather than on a selected group of citizens.

Chairman Gilliard emphasized that the Agency's main objective is to get rid of slum and blight in the area, beautify it and uplift the community and its citizens.

### **Next Meeting Date & Adjournment**

Chairman Gilliard stated the next meeting is scheduled for September 27, 2023, starting at 6:00 P.M.

The meeting was adjourned at 7:11 P.M.

RESOLUTION NO. CRA-02-23

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE WEST PERRINE COMMUNITY REDEVELOPMENT AGENCY (AGENCY) APPROVING THE AGENCY'S AND THE WEST PERRINE COMMUNITY REDEVELOPMENT AREA'S BUDGET FOR FISCAL YEAR 2023-24 TOTALING \$6,437,023.00; AND AUTHORIZING THE EXECUTIVE DIRECTOR OR EXECUTIVE DIRECTOR'S DESIGNEE TO SUBMIT THE BUDGET TO THE MIAMI-DADE BOARD OF COUNTY COMMISSIONERS FOR APPROVAL

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

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE WEST PERRINE COMMUNITY REDEVELOPMENT AGENCY**, that:

**Section 1.** The matters contained in the foregoing recital and accompanying memorandum are incorporated in this resolution by reference.

**Section 2.** This Board approves the West Perrine Redevelopment Agency's and the West Perrine Community Redevelopment Area's budget for Fiscal Year 2023-24 totaling \$6,437,023.00, as more fully described in the accompanying memorandum.

**Section 3.** This Board hereby authorizes the Executive Director or Executive Director's designee to submit the budget approved herein to the Miami-Dade County Board of County Commissioners ("County Commission") for approval, and to make any necessary adjustments to the budget to account for any corrections due to the carryover for the budget and final action by the County Commission on the County's final budget.

**Section 4.** This resolution shall take effect immediately upon approval.

The foregoing resolution was offered by \_\_\_\_\_ , who moved its adoption. The motion was seconded by \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Leviticus L. Gilliard, Chair \_\_\_\_\_

Tyreke Spann, Vice Chair \_\_\_\_\_

Willie L. Carpenter \_\_\_\_\_

Taj C. Echoles \_\_\_\_\_

Lt. Kevin Richardson \_\_\_\_\_

Rhonda Richardson Comer \_\_\_\_\_

Veronica Thompkins \_\_\_\_\_

The Chairperson thereupon declared the resolution duly passed and adopted this 27<sup>th</sup> day of September, 2023.

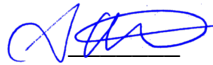
**WEST PERRINE COMMUNITY  
REDEVELOPMENT AGENCY AND  
ITS BOARD OF COMMISSIONERS**

By: \_\_\_\_\_

Veronica Thompkins

West Perrine CRA, Secretary

Approved by CRA Attorney as  
to form and legal sufficiency.

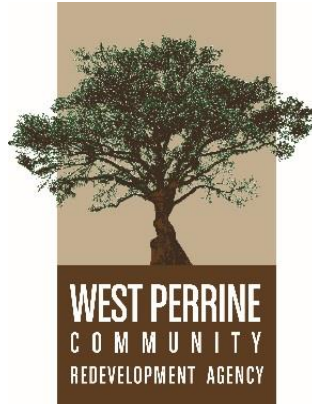


Terrence A. Smith

**West Perrine Community Redevelopment Agency**

<b>FISCAL YEAR 2022-23 END OF YEAR EXPENDITURES and PROPOSED FISCAL YEAR 2023-24 BUDGET</b>					
	<b>FY 21-22 ADOPTED BUDGET</b>	<b>FY 21-22 ACTUALS BUDGET</b>	<b>FY 22-23 ADOPTED BUDGET</b>	<b>FY 22-23 PROJECTED BUDGET</b>	<b>FY 23-24 PROPOSED BUDGET</b>
<b>REVENUES</b>					
Carryover	1,737,350	1,723,458	2,688,697	2,688,696	4,150,255
TIF Revenues					
UMSA Tax Increment Revenue	332,256	332,256	476,021	476,021	667,498
County Tax Increment Revenue	804,131	804,131	1,152,078	1,152,078	1,599,270
Interest	2,000	12,584	20,000	86,587	20,000
<b>Revenue Total</b>	<b>2,875,737</b>	<b>2,872,429</b>	<b>4,336,796</b>	<b>4,403,382</b>	<b>6,437,023</b>
<b>EXPENDITURES</b>					
<b>Administrative Expense</b>					
Audit	-	25,241	25,241	23,750	25,000
Advertising and Notices	500	-	5,000		5,000
Printing & Publishing	500	-	500		1,000
Grants Software			2,500	875	2,500
Meeting Room Expenses			5,000		5,000
Mail Services	50	-			500
Travel - RA Annual Conference	-		5,000	3,000	5,000
Direct County Support	75,000	75,000	100,000	100,000	150,000
<b>Subtotal Administrative Expense</b>	<b>6,050</b>	<b>100,241</b>	<b>143,241</b>	<b>127,625</b>	<b>194,000</b>
County Administrative Charge (5%)				24,421	34,002
<b>(A) Subtotal Administrative Charge</b>	<b>9,216</b>	<b>117,287</b>	<b>167,662</b>	<b>152,046</b>	<b>228,002</b>
<b>Operating Expense</b>					
F.R.A. Membership and State Fee	1,545	1,070	1,375	1,045	3,421
Contractual Services (Redevelopment Studies)	-	-	100,000		200,000
Land / Bldg. Acquisitions	-	-	-		1,700,000
Infrastructure Improvements	<del>299,000</del>	17,046	<del>300,000</del>		300,000
Landscape Enhancement & Ground Maintenance	-	176	500		500
Economic Development Coordinator	25,000	-	50,000		50,000
Legal Services	-	-	30,000		30,000
Residential Improvement Grants	200,000	-	350,000		525,000
Redevelopment Grants - Commercial	300,000	-	400,000		700,000
Beautification Grants	250,000	-	300,000		300,000
Grant Coordinator	75,000	-	75,000		75,000
Non-Profit Organizations	500,000	65,061	600,000	100,000	600,000
Community Space	100,000	-	100,000		1,525,000
Innovative Community Policing	-	-	200,000		200,000
Special Lighting District	-	137	50	36	100
Workforce Training / Job Creation Programs	-	-	200,000		-
Debt Payments	-	-	-		-
Reserves	1,131,096		1,462,209		-
<b>(B) Subtotal Operating Expenses &amp; Reserves</b>	<b>2,782,641</b>	<b>66,444</b>	<b>4,169,134</b>	<b>101,081</b>	<b>6,209,021</b>
<b>Expenditures Total (A+B)</b>	<b>2,875,737</b>	<b>183,731</b>	<b>4,336,796</b>	<b>253,127</b>	<b>6,437,023</b>
<b>Revenues Less Expenditures Total</b>	<b>-</b>	<b>2,688,697</b>	<b>0</b>	<b>4,150,255</b>	<b>-</b>





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Date: August 30, 2023

To: Chairman Leviticus L. Gilliard,  
and Members West Perrine Board of Commissioners

From: Vivian Cao, Assistant Director,  
Office of Management and Budget

Subject: West Perrine Community Redevelopment Agency FY 2023-24 Budget

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It is recommended that the Board of Commissioners of the West Perrine Community Redevelopment Agency (Board) adopt the proposed FY 2023-24 budget for the West Perrine Community Redevelopment Area (redevelopment area). It is further recommended that the Board authorize the Executive Director or Executive Director's designee to submit the budget to the Miami-Dade County Board of County Commissioners (County Commission) for its approval. It is also recommended that the Board authorize the Executive Director or Executive Director's designee to make any necessary adjustments to the budget to account for any corrections due to the carryover for the budget and final action by the County Commission on the County's final budget.

**Delegation of Authority**

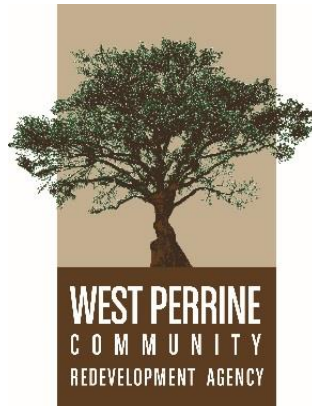
Upon approval of this item the Executive Director or Executive Director's designee will have the authority to submit the budget to the County Commission for its approval, and to make any necessary adjustments to the budget to account for any corrections due to the carryover for the budget and final action by the County Commission on the County's final budget.

**Background**

**Tax Roll**

The redevelopment area has experienced healthy growth in taxable values from the previous year. The taxable value in the redevelopment area increased 14 percent over the 2022 Preliminary Roll for the area.

<b>West Perrine</b>	<b>2022 Roll</b>	<b>2023 Roll</b>	<b>Increase</b>	<b>Percent Increase</b>
<b>CRA Area</b>	700,092,580	800,897,835	100,805,255	14% Percent



### Revenues

For FY 2023-24 the estimated countywide tax increment payment into the trust fund is \$1,599,270, and the Unincorporated Municipal Service Area (UMSA) tax increment payment is \$667,498.

As of August 15, 2023, the Agency projected carryover funding is \$4,150,255 and estimate to gain \$20,000 in interest for total projected revenues of \$6,437,023.

### Expenses

The expenses outlined the budget narrative below is based on the Agency's redevelopment activities, including funding for initiatives developed in consultation with the Agency's staff.

Administrative support projected total is \$194,000 and the administrative reimbursement to the County is \$34,002. The proposed operating expenses for the Agency total \$6,209,021 and are detailed below. The Agency's proposed budget does not include a contingency reserve.

### **Proposed Budget for Fiscal Year 2023-24**

#### **Revenues - \$6,437,023**

The Agency's proposed budget for FY 2023-24 is \$6,437,023. Revenues include a countywide tax increment revenue payment of \$1,599,270, an unincorporated area tax increment payment of \$667,498, carryover funding \$4,150,255, and projected interest earnings \$20,000.

#### **Expenditures - \$6,437,023**

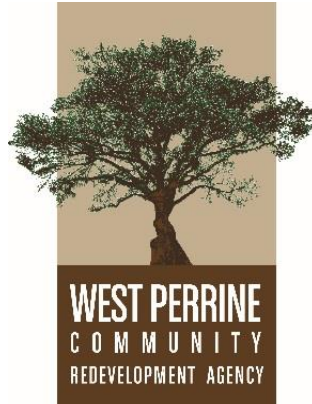
##### Administrative Expenses - \$194,000

1. Audits (\$25,000)

Florida law requires that the Agency's revenues and expenses be audited annually by an external auditor to ensure compliance with sections 163.387(6) and (7), Florida Statutes.

2. Advertising, Notices, Printing and Mailing Materials (\$6,500)

Set aside for any advertising, printing, and mailing materials that may be required as a result of the Agency's activities.



3. Grants Software (\$2,500)

The Agency's grant programs will be integrated within a web-based software for ease access by the public and staff processing. This allocation covers the software annual fee.

4. Meeting Rooms (5,000)

Cover cost associated with the logistics relating to conducting CRA Board meetings.

5. Travel (\$5,000)

Travel to the annual Florida Redevelopment Association Conference, and events geared towards economic development that provide access to investors and developers to market the redevelopment area.

6. Direct County Support (\$150,000)

This line item covers expenses incurred by the County's Office of Management and Budget relating to operations of the Agency, including preparing meeting agendas, overseeing the Agency's Trust Fund, processing invoices, and coordinating with County Departments to implement the Agency's initiatives.

County Administrative Charge - \$34,002

1. County Administrative Charge (\$34,002)

The County administrative charge represents a reimbursement of a 1.5 percent fee of the County's tax increment contribution. This charge recovers administrative costs relating to overseeing all Agency related activities.

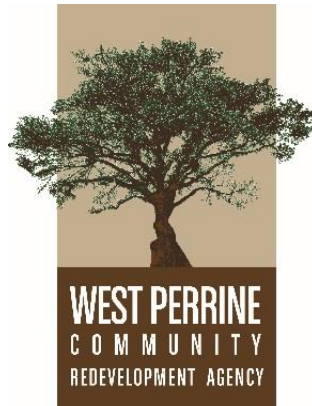
Note: Administrative expenditures, excluding the 1.5 percent County Administrative Charge, total \$194,000 and represent less than 20 percent of total expenditures.

Operating Expenses - \$6,209,021

1. Membership and State Fee (\$3,421)

The Agency is required by the State of Florida to pay a Special District fee (\$175). The Agency is also a member of the Florida Redevelopment Association and pays annual dues (\$3,246).

2. Contractual Services (\$200,000)



For professional services to conduct a Finding of Necessity Study for a possible expansion of the redevelopment area and amend the Agency's Redevelopment Plan.

3. Land / Building Acquisition (\$1,700,000)

This allocation will fund the acquisition of blighted properties and / or vacant land for future redevelopment opportunities.

4. Infrastructure Improvements (\$300,000)

This allocation will fund improvements within the Area. Additionally, this can be used to seek match funding from the Florida Department of Transportation for a beautification grant project within the redevelopment area.

5. Landscape Enhancement & Ground Maintenance (\$500)

For ground maintenance and litter removal from the Agency's vacant lot.

6. Economic Development Coordinator (\$50,000)

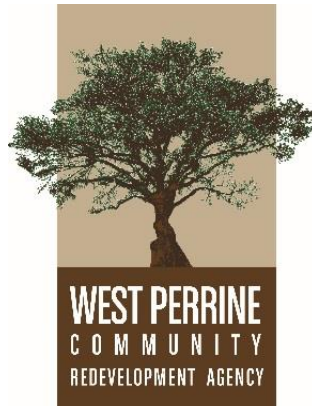
To facilitate a strategic planning session(s) to guide the Agency on how best to promote the Area to target further redevelopment.

7. Legal Services (\$30,000)

For legal services pertaining to the County Attorney's Office's review and/or preparation of documents, resolutions, contracts, and representation of the Agency.

8. Residential Redevelopment Grant Program (\$525,000)

The Agency created a Residential Rehabilitation Program in 2011. The program is intended to provide financial assistance to qualified resident-owners of detached single-family homes, townhomes and duplexes located within the boundaries of the Agency area contracting for necessary repairs to their homes. In prior years, the Agency has partnered with Rebuilding Together to provide repairs to homes in the area.



9. Commercial Redevelopment Grants (\$700,000)

The Agency created a Commercial Rehabilitation Program in 2011. The program provides funding for upgrades to existing structures or commercial property in the Area. Eligible work includes but is not limited to, painting, roof repair, lighting, signage, landscaping, sewer hook-ups or any improvements required by the Americans with Disabilities Act.

10. Beautification Grants (\$300,000)

The Agency will provide funding for local agencies to provide debris and garbage removal and beautification within the area.

11. Grant Coordinator (\$75,000)

The Agency will enter into an agreement with an entity to administer the grant programs being offered to the community. This allocation will fund their activities in conjunction with the program.

12. Non-Profit Organizations Grants (\$600,000)

This amount will provide for maintenance and operational support to not-for-profit organizations, including the Historic Bethel House Museum.

13. Community Space (\$1,525,000)

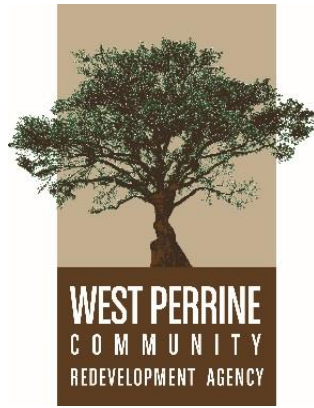
The Agency will fund a community center space for residents to create a safe gathering space in the Area. This community space may be provided directly by the Agency through a partnership with a not-for-profit entity. These funds will be used for the purchase, and / or operation of the facility.

14. Innovative Community Policing (\$200,000)

For the implementation of a community policing program to reduce crime in the area through added proactive enforcement and high visibility in conjunction with community interaction, education, and overall citizen integration through community policing concepts.

15. Special Lighting District (\$100)

Payment of non-ad valorem assessment on the Agency's vacant land at the corner of SW 182<sup>nd</sup> Street and SW 102<sup>nd</sup> Court, folio number: 30-5032-014-0210.



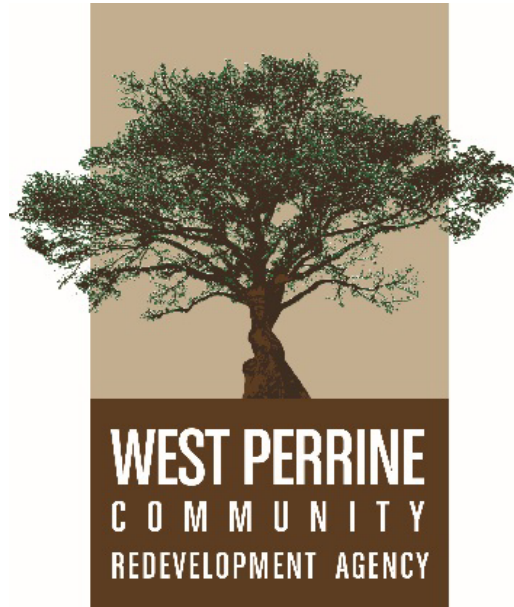
Reserves - \$0.00

The annual budget does not include a contingency reserve.

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# **WEST PERRINE COMMUNITY REDEVELOPMENT AGENCY**



## **COMMERCIAL REHABILITATION GRANT PROGRAM MANUAL**

SEPTEMBER 2023



## WEST PERRINE COMMUNITY REDEVELOPMENT AGENCY

**COMMERCIAL REHABILITATION PROGRAM****I. WEST PERRINE COMMUNITY REDEVELOPMENT AGENCY BACKGROUND**

The Miami-Dade County Board of County Commissioners created the West Perrine Community Redevelopment Agency ("Agency" or "CRA") in 2005, pursuant to Florida State Law. The boundaries of the Agency include US-1 on the east and southeast, SW 168 Street on the north and the Homestead Extension of the Florida's Turnpike on the west and southwest ("Redevelopment Area").

The **Commercial Rehabilitation Program** ("CRP") was developed by the Agency to provide financial assistance to qualified business owners located within the boundaries of the Redevelopment Area. Assistance may be used to mitigate conditions of slum and blight which the CRA was created to address and to improve the overall chance of success and prosperity for businesses in the Redevelopment Area.

**II. COMMERCIAL REHABILITATION PROGRAM**

The Agency's CRP was designed to support businesses within the Redevelopment Area and to encourage businesses to locate within the Redevelopment Area by assisting with much needed funding to support major or minor repairs to property and structure.

These policy and procedures are established to outline program guidelines to be used for providing assistance to licensed business owners to rehabilitate privately-owned commercial/industrial occupied buildings. At the time of application, a business must have been in operation a minimum of two (2) continuous years. Funds can only be used for major or minor capital improvements to the building and/or property, correction of code violations, and/or removal of architectural barriers to give access to disabled persons.

**A. Grant Objectives**

The specific purposes of the CRP are to assist businesses in the Redevelopment Area to complete major or minor repairs to existing structures and to reduce conditions of slum and blight to improve the business' chances of success.

**B. Funding and Grant Limits**

The CRP is funded out of the Agency's annual budget. The maximum amount granted to any recipient is \$150,000.

If a business is awarded a CRP grant for the maximum \$150,000, the business shall not be eligible to apply for any other CRA grant program for a minimum period of five (5) years from the date that the completed application was accepted.

**C. CRA Grants Administrator/Grants Program Contacts**

TBD

**III. ELIGIBLE USES OF COMMERCIAL REHABILITATION GRANT PROGRAM FUNDS**

Each project must be approved by the CRA or its representatives. Consideration and approval of an application is subject to available funding. Projects eligible for funding by the CRP include:

- Interior and exterior building improvements
- Certain major capital equipment purchase
- A/C HACV Equipment
- Exterior or Interior Painting
- Siding, Masonry or Stucco Facing
- Sewer Hook-Ups
- Roof Repair or Replacement
- Exterior or Interior Lighting
- Exterior Signs
- Window or Door Repair or Replacement



- Awnings, Canopies or Shutters
- Historic Storefront Restoration
- Landscaping or Irrigation for Landscaping
- Surface Parking Lot Improvements
- Fences and Gate Repair or Installation
- Pedestrian Enhancements such as Benches, Bicycle Racks or Trash Containers
- Full Resolution of Current Code Violations
- Improvements Required by the Americans with Disabilities Act (ADA)

All funded projects are subject to approval by the appropriate government agencies. The applicant is responsible for obtaining all required permits and approvals for the project. The applicant is responsible for selecting and employing their own contractors. All contractors must be licensed and insured.

#### **IV. INELIGIBLE USES OF GRANT FUNDS**

Program grant funds shall not be used for day-to-day operating expenses, including, but not limited to the following:

- Under no circumstances can CRP grant funds be used to pay any costs associated with debt
- Mortgage payments for real estate
- Real estate rental deposits or rent payments
- Purchasing inventory for resale
- Late payment fees
- Purchase of alcohol, tobacco or medicine
- Salaries
- Any illegal activity

Religious institutions, national chains/franchises, residences, adult entertainment businesses, tattoo shops, smoke shops, marijuana dispensaries, bars and liquor stores are not eligible for CRA grant funding.

If the items approved by the CRA for funding are unavailable and/or the grantee needs to substitute items, the grantee must confer with the Grants Administrator to determine if those items will fall within the approved grant program guidelines. If a request for a grant extension is needed, the Grantee must make the request in writing ninety (90) days prior to its expiration. Staff may grant an extension of up to one hundred eighty (180) days. If an extension for longer than one hundred eighty (180) days is needed, staff will forward the request to the CRA Board.

#### **V. BUSINESS INNOVATION AND INVESTMENT GRANT AWARDS**

##### **A. Application Review**

Each application will be evaluated by the Agency and its representatives for: 1) completeness, 2) conformance with the objectives of the CRP, and 3) the economic impact of the use of the funds proposed by the applicant. **The Agency reserves the right at its sole and absolute discretion, to reject any and all grant applications, postpone or cancel the Program, or waive any irregularities in applications submitted for program grant funding. The Agency reserves the right to request and evaluate additional information from any applicant after the submission deadline, as the Agency deems necessary.**

*\*Refer to the application for the preferred targeted field/industries, which will receive bonus points.*

##### **B. Grant Details**

1. As a condition for funding, successful applicants will be required to provide verbal quarterly updates, to the CRA Board, through the Grants Administrator which will be the grantees point of contact and information.
2. The term of the CRP Agreement will be twelve (12) months, commencing on the date of execution by the CRA Chair. If additional time is required due to verifiable extenuating circumstances outside the control of the grantee, an extension may be granted for a period of up to twelve (12) months in the CRA's sole and absolute discretion. The CRA reserves the right to exercise independent discretion to grant or deny any request.
3. If any delays are encountered which affect the ability of the grantee to expend CRA funds, the grantee must apprise the Grants Administrator prior to the grant's expiration. If a request for a grant extension is needed, the request must be made by the Grantee ninety (90) days prior to its expiration. If an extension for longer than one hundred eighty (180) days is needed, staff will forward the request and sufficient justification to the CRA Board for its review and final determination.
4. If the approved scope requires revision, the grantee must confer with the Grants Administrator to determine if the new scope will fall within the approved grant program guidelines. If so, the Grants Administrator shall inform staff and the Board in writing and seek prior approval.
5. Grantee must provide evidence that it has sufficient site control of the property.

## VI. **APPLICANT QUALIFICATION AND SUBMISSION REQUIREMENTS**

In order to qualify for program grant funding all applicants must meet the following requirements. Failure to meet any one of the requirements listed below will automatically disqualify applicant from the program. The mandatory program requirements are:

1. Applicant business must have been in business for a minimum of two (2) years and cannot be a religious institution, national chain or franchise, residence(s), adult entertainment business, tattoo shop, smoke shop, marijuana dispensary, bar and/or liquor store.
2. Applicant business must have a physical address within the Redevelopment Area. No P.O. Boxes or virtual addresses are allowed. Applicant may be located outside of the Redevelopment Area at the time of application but MUST be operating at a location within the Redevelopment Area at the time that the CRP Agreement is executed.
3. Applicant must submit a complete grant application, signed by the Chief Executive Officer, Managing Principal, or majority owner of the applicant company.
4. Applications must be submitted during one of the annual application submission periods.
5. Completed applications must be submitted to the Grants Administrator by the published deadline date. Late applications will not be accepted or considered.
6. The eligible equipment, products, goods, or services purchased using CRP funds MUST be used directly in the applicant's business. Items purchased using CRP funds may not be used for personal purposes.
7. The eligible equipment, products, goods, or services funded by CRP funds MUST be used or operated at the applicant's business location within the Redevelopment Area, as specified in the application. Eligible equipment, goods, or services purchased by applicant MAY NOT be moved outside of the Redevelopment Area, or re-sold, for a period of three (3) years from the date that the CRP Agreement is executed. If purchased items are moved or sold prior to the end of the three (3) year use period, the applicant must repay the Agency all CRP funds.
8. Applicants awarded a CRP grant, are not eligible for new or additional CRA funds for a period of five (5) years from the date that the completed application was accepted.
9. Applicant must not have any **delinquent loans or grants/outstanding debt** with the Agency, Miami-Dade County or a Miami-Dade County-funded agency.
10. The term of the CRP Agreement will be twelve (12) months, commencing on the date of execution by the CRA Chair. If additional time is required due to verifiable extenuating circumstances outside the control of the awarded applicant, the applicant must request a written extension three months prior to expiration of grant. The CRA reserves the right to exercise independent discretion to grant or deny any request. An extension may be granted for a period of twelve (12) months.

## VII. **PAYMENT PROCESS**

In order to receive reimbursement for eligible expenditures under the CRP, the Grantee must provide the following:

1. An invoice from vendor with an outline of the specific good/service(s) provided (vendor's name must be spelled out completely and name must match on all submitted forms for payment to be approved). A copy of cancelled check/bank statement showing the expense has occurred must be provided;
2. A completed and signed W-9 Form with vendor's FEIN Number or grantee's FEIN Number;
3. Proof that the vendor/grantee is registered and ACTIVE with the state in which they are incorporated (i.e. <http://dos.myflorida.com/sunbiz/> for businesses in the State of Florida);  
*Note: If the vendor has a fictitious name, it must also be registered and active with the state, and listed on W-9 and invoice.*
4. A copy of the vendor's/grantee's current Miami-Dade County Business Tax Receipt (BTR); and  
*Note: If vendor is not located in Miami-Dade County, a BTR is not required.*
5. A complete and signed "Authorization to Release Funds" Form.

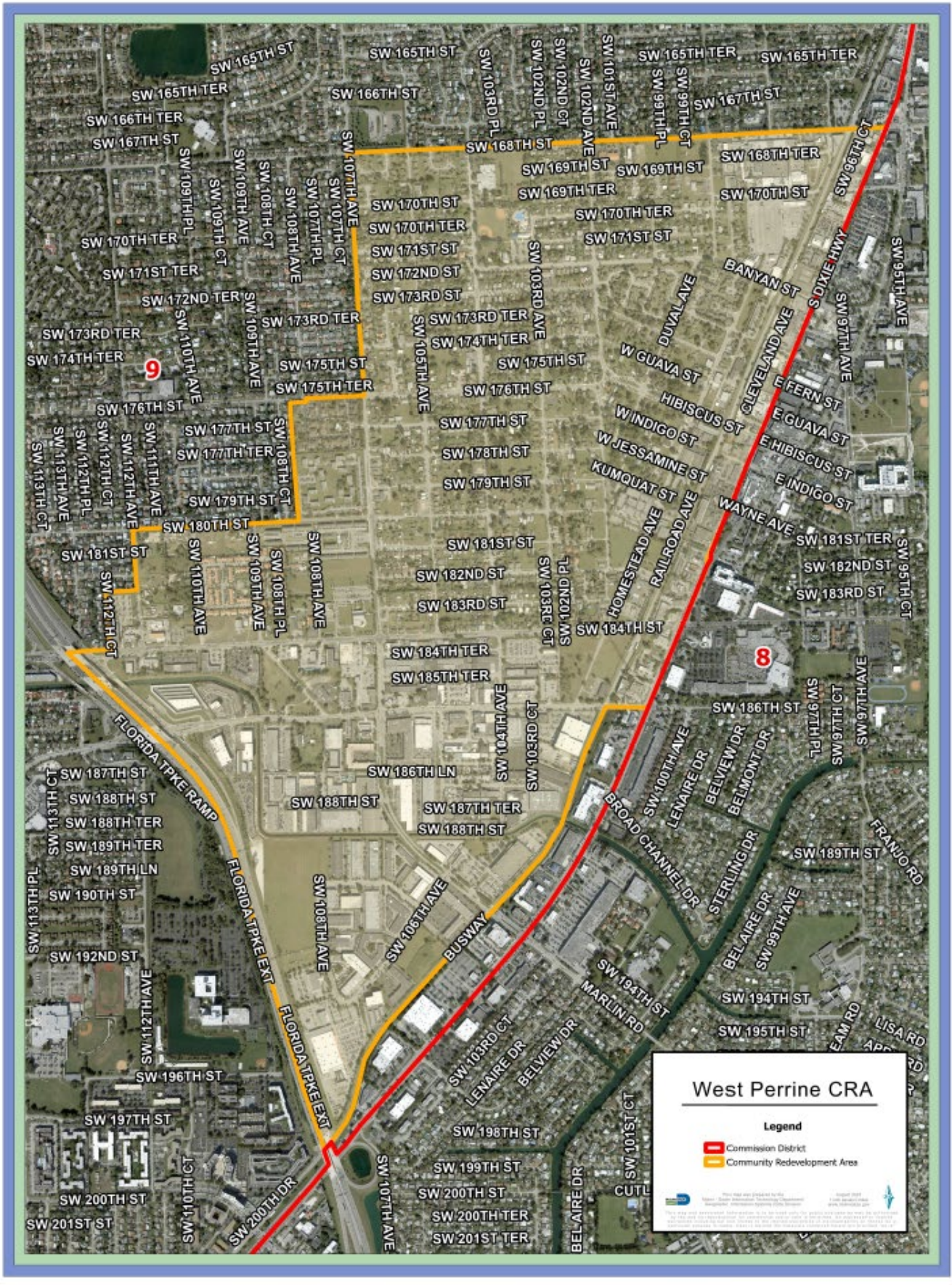
## VIII. **DISCLAIMERS**

- A. The CRA reserves the right, in its sole and absolute discretion, to reject any and all grant applications, postpone or cancel the CRP, or waive any irregularities in applications submitted for CRP grant funding.
- B. The CRA reserves the right to request and evaluate additional information from any applicant after the submission deadline as the CRA deems necessary.
- C. Areas not covered in detail in this policy which arise during the application or implementation of the CRP will be handled as the situation may dictate so as not to impede orderly progress. If an issue has the potential for reoccurrence, it shall be

resolved, and then included as an addendum to this policy. The CRA Board shall have the final determination related to interpretations of this policy.

- D. The CRA reserves the right to rescind/withdraw any award if it suspects any irregularities or improprieties on the part of an applicant or grantee, if awarded.
- E. In addition, successful applicants may be required to provide documentation of attendance in at least one small business program operated by an appropriate not-for-profit, private or public company, Miami-Dade County or university/college, prior to receiving reimbursement. If deemed necessary, the CRA staff reserves the right to withhold funding, pending attendance of said program. Applicants may be required to also participate in some activities sponsored by the CRA.

### West Perrine Community Redevelopment Agency Map



### Resources for Small Businesses

- Regulatory & Economic Resources Department, Small Business Development Resources <https://www.miamidade.gov/business/business-development-resources.asp>
- Internal Services Department, Small Business Development <http://www.miamidade.gov/smallbusiness/home.asp>
- U.S. Small Business Administration Resource Guide <https://www.sba.gov/business-guide/>
- Florida Small Business Development Center <http://floridasbdc.org/>

**West Perrine Community Redevelopment Agency**  
**Stephen P. Clark Center • 111 N.W. 1st Street • Suite 2200 • Miami, FL 33128**  
**Tel (305) 375-5143 • Fax (305) 375-5168**

<https://www.miamidade.gov/global/government/boards/west-perrine-cra.page>



**Application Attachment Checklist:**

- \_\_\_\_\_ Proof of Property and Business Ownership
- \_\_\_\_\_ Building Permits or Certificate of Compliance
- \_\_\_\_\_ Valid Certificate of Use
- \_\_\_\_\_ Business License or current Business Tax Receipt
- \_\_\_\_\_ Pre-Renovation Photographs (if applicable)
- \_\_\_\_\_ Contractor Quote for Needed Work
- \_\_\_\_\_ Contractor Certificates of Insurance (liability and workers compensation)
- \_\_\_\_\_ Contractor Certificate of Competency
- \_\_\_\_\_ Samples, drawings or schematics of proposed Scope of Work as indicated above
- \_\_\_\_\_ Notarized application form
- \_\_\_\_\_ Proof of Commercial General Liability Insurance, Fidelity Bond Insurance, Workers Compensation Insurance, Property Insurance, Professional Liability Insurance (if necessary), and Business Automobile Liability Insurance (if necessary)
- \_\_\_\_\_ Proof of Level 2 Background Screening(s) for all principals of the business and any employees who may work directly with persons under the age of 18 or elderly persons as required by State Law
- \_\_\_\_\_ Debarment, Suspension, and Other Responsibility Matters Certification
- \_\_\_\_\_ Sworn Statement relating to Public Entity Crime

I affirm that all of the information provided in this application is true, accurate and complete. I agree to use West Perrine Community Redevelopment Agency grant funds in accordance with the eligible business activity or activities stated in the agreement between my organization and the West Perrine Community Redevelopment Agency. By signing this application, I acknowledge that I have read and understand the guidelines for the West Perrine Commercial Rehabilitation Program, and I agree to comply with the requirements, terms and conditions of said Program.

Applicant/Owner Signature \_\_\_\_\_ Date \_\_\_\_\_

Applicant/Owner Signature \_\_\_\_\_ Date \_\_\_\_\_

FLORIDA  
MIAMI-DADE COUNTY

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, \_\_\_ by \_\_\_\_\_, on behalf of \_\_\_\_\_. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

(NOTARY PUBLIC SEAL)

\_\_\_\_\_  
Signature of Person Taking Acknowledgment

\_\_\_\_\_  
(Printed, Typed, or Stamped Name of Notary Public)

\_\_\_\_\_  
Title or Rank

\_\_\_\_\_  
Serial Number, if any

Submit Original Completed Applications to:

Miami-Dade County  
Office of Management and Budget  
(West Perrine CRA)  
111 NW 1<sup>st</sup> Street, 22<sup>nd</sup> Floor  
Miami, Florida 33128

**West Perrine Community Redevelopment  
Agency Tax Increment Financing  
Trust Fund  
Resolution #**

**AGREEMENT**

This Agreement made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, by and between West Perrine Community Redevelopment Agency, a public body corporate and politic, through the Miami-Dade County Office of Management and Budget, Community Redevelopment and Municipal Services Division Coordinator (hereinafter referred to as "CRA," or "CRA Coordinator" or "Coordinator"), having its principal office at 111 NW 1<sup>st</sup> Street, 22<sup>nd</sup> Floor, Miami, Florida 33128, and \_\_\_\_\_, a non-profit organization organized and existing under the laws of the State of Florida, having its principal office at \_\_\_\_\_, Miami, Florida \_\_\_\_\_ (hereinafter referred to as "Grantee"), and collectively with CRA, the "Parties", states conditions and covenants for the rendering of services as described herein (hereinafter referred to as "Services") for the CRA.

**RECITALS**

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

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

WHEREAS, the CRA has appropriated grant funds for the proposed services,

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

**ARTICLE 1. DEFINITIONS**

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

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



- e) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the CRA's Contract Manager; and similarly the words "approved", "acceptable", "satisfactory", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the sole discretion of the CRA's Contract Manager.
- f) The words "Effective Term" shall mean the date on which this Agreement is effective, including start date and end date.
- g) The words "Extra Work" or "Change Order" or "Additional Work" shall mean resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Agreement, as directed and/or approved by the CRA.
- h) "HIPAA" means Health Insurance Portability and Accountability Act of 1996.
- i) The words "Scope of Work" shall mean the document appended hereto as Attachment A, which details the work to be performed by the Grantee.
- j) The word "subcontractor" or "subconsultant", shall mean any person, entity, firm or corporation, other than the employees of the Grantee or contractors working in a programmatic role, who furnishes labor toward, or who performs some aspect of, the Scope of Work or the administrative aspects described in this Agreement.
- k) The words "Work", "Services," "Program", or "Project" shall mean all matters and things required to be done by the Grantee in accordance with the provisions of this Agreement.
- l) The word "review" shall mean inspection of original documentation and retention of copies of such documents associated with the administrative, fiscal, and programmatic functions of the program(s) supported by the CRA's Grant Award.
- m) Omitted.
- n) The term "arm's length transaction" shall refer to any transaction in which the buyers and sellers of a product act independently and have no relationship to each other to ensure that both parties hereto ("Parties") in the transaction are acting in their own self-interest and are not subject to any pressure or duress from the other party.
- o) The term "related party transaction" shall refer to a business deal or arrangement between two Parties who are joined by a special relationship (family member or relative, stockholder, related corporation) prior to the deal or arrangement.
- p) The term "program income" shall refer to the income received by the Grantee directly from the activities funded under this agreement, or generated as a result of the use of the CRA's Grant award.
- q) The term "programmatic role" shall mean an employee or subcontractor funded under this Agreement to provide direct services pursuant to the Scope of Work.

## **ARTICLE 2. AMOUNT PAYABLE**

Subject to available funds, the maximum amount payable for services rendered under this contract shall not exceed: \_\_\_\_\_ for the term of this Agreement.

Both Parties expressly acknowledge availability of funding under this contract is at the CRA's sole discretion. Both Parties agree that should CRA funding be reduced, the amount payable under this Contract may be proportionately reduced at the sole discretion and option of the CRA.

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

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

**ARTICLE 3. EFFECTIVE TERM**

Both Parties agree that this is a \_\_\_\_\_ month contract and that the effective term of this Agreement shall commence upon execution by both Parties and shall expire \_\_\_\_\_ months thereafter, subject to this Agreement's termination or cancellation, as described herein.

**ARTICLE 4. SCOPE OF WORK**

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

The Grantee shall implement the Scope of Work as described in Attachment A in a manner deemed satisfactory to the CRA. Any modification or amendment to the Scope of Work shall not be effective until approved by the Coordinator and the Grantee in writing.

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

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

## **ARTICLE 5. BUDGET SUMMARY**

The Grantee agrees that all expenditures or costs shall be made in accordance with the Budget, which is attached herein and incorporated hereto as Attachment A. The Grantee will also submit a project budget which shall be sufficiently detailed to show: (i) the total project cost; (ii) the amount of funds to be used for administrative and overhead costs; (iii) whether the CRA funds will be "gap" funds, meaning that they would be the last remaining funds needed to ensure funding for the total project cost; (iv) any profit to be made by the Grantee; and (v) the amount of funds devoted toward the provision of the desired services or activities.

The Grantee may request budget modifications to amend the budget in Attachment A during the term of this Agreement. Budget modification requests must be submitted to the CRA Coordinator no later than thirty (30) days prior to the expiration of this Agreement.

The Grantee may shift funds between existing line items in Attachment A: 1) without a budget modification, or 2) with a budget modification requested by the Grantee's designated representative as stated on the Authorized Signature Form attached hereto, and approved by the CRA Coordinator, if the changes to a line item exceed fifteen percent (15%). A budget modification is also required in order to add new line items.

## **ARTICLE 6. INDEMNIFICATION BY GRANTEE**

A. **If the Grantee is a Government Entity.** Government entity shall indemnify and hold harmless the County and CRA and their officers, employees, agents, and instrumentalities from any and all liability, losses, or damages, including attorney's fees and costs of defense, which the County and CRA or their 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 government entity or its employees, agents, servants, partners, principals or subcontractors. Government entity shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the County and CRA, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that Statute, as may be amended, whereby the government entity shall not be held liable to pay a personal injury or property damage claim or judgment by a party which exceeds the statutory cap for personal injury or property damage claims, liabilities, losses, or causes of action which may arise as a result of the negligence of the government entity. Grantee expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Grantee or self-insurance shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the County and CRA or their officers, employees, agents and instrumentalities as herein provided.

B. **All Other Grantees.** Grantee shall indemnify and hold harmless the County and CRA 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 and CRA or their officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Grantee or its employees, agents, servants, partners principals, or subcontractors. Grantee shall pay all claims and losses in connection therewith and

shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the County and the CRA, 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 and the CRA or their officers, employees, agents, and instrumentalities as herein provided.

C. **Term of Indemnification.** The provisions of Article 6 shall survive the expiration, full performance, or termination of this Contract.

## **ARTICLE 7. INSURANCE**

If the total dollar value of all CRA contracts with the Grantee exceeds \$25,000 then the following insurance coverage is required:

A. **Government Entity.** If the Grantee is the State of Florida or an agency or political subdivision of the State as defined by Section 768.28, Florida Statutes, the Grantee shall furnish the CRA, upon request, written verification of liability protection in accordance with Section 768.28, Florida Statutes. Nothing herein shall be construed to extend any party's liability beyond that provided in Section 768.28, Florida Statutes. The Grantee shall also furnish the CRA, upon request, written verification of Worker's Compensation protection in accordance with Florida Statutes, Chapter 440.

B. **All Other Grantees.**

Minimum Insurance Requirements: Certificates of Insurance. The Grantee shall submit to West Perrine Community Redevelopment Agency c/o Office of Management and Budget (OMB), 111 N.W. 1<sup>st</sup> Street, 22<sup>nd</sup> Floor, Miami, Florida 33128-1994, original Certificate(s) of Insurance indicating that insurance coverage has been obtained which meets the requirements as outlined below:

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

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

West Perrine Community Redevelopment Agency  
c/o Office of Management and Budget  
111 N.W. 1<sup>st</sup> Street, Suite 2210  
Miami, Florida 33128

2. Worker's Compensation Insurance for all employees of the Grantee as required by Florida Statutes, Chapter 440.
3. Commercial General Liability Insurance in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. **Must be shown as an additional insured with respect to this coverage.**

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

\*NOTE: For Grantees supplying vans or mini-buses with seating capacities of fifteen (15) passengers or more, the limit of liability required for Auto Liability is \$500,000.

5. Professional Liability Insurance in the name of the Grantee, when applicable, in an amount not less than \$250,000.
6. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:
  - a) The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the 's Risk Management Division

OR

- b) The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida," issued by the State of Florida Department of Financial Services.
7. Compliance with the foregoing requirements shall not relieve the Grantee of its liability and obligations under this Section or under any other section of this Agreement.
8. The CRA reserves the right to inspect the Grantee's original insurance policies at any time during the term of this Agreement.
9. Applicability of this section of the Agreement affects Grantees whose combined total award for all services funded under this Agreement exceed a \$25,000 threshold. If the Grantee's original total combined award is less than \$25,000, but the Grantee receives additional funding during the contract period which makes the total combined award exceed \$25,000, then the requirements of this section shall apply.
10. Failure to Provide Certificates of Insurance. The Grantee shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the effective term of this Agreement. If insurance certificates are scheduled to expire during the effective term, the Grantee shall be responsible for submitting new or renewed insurance certificates to the County prior to expiration.

In the event that expired certificates are not replaced with new or renewed certificates which cover the effective term, the CRA may suspend the Agreement

until such time as the new or renewed certificates are received by the CRA in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the CRA may, at its sole discretion, terminate this Agreement.

#### **ARTICLE 8. STAFFING REQUIREMENTS**

The Grantee shall maintain an organizational structure and adequate programmatic, administrative, and support staff sufficient to fulfill its obligations under this Agreement. The Grantee shall ensure that employees responsible for program compliance have sufficient qualifications and experience, and receive appropriate grant administrative and program compliance training. The Grantee shall report to the CRA Coordinator, on a monthly basis, any staffing changes affecting the funded program(s), including employee(s) separation, termination, new hires, and change in duties/positions.

In the event the CRA Coordinator determines that the Grantee's staffing levels do not conform to those in the approved Scope of Work and Budget, Attachments A to this Agreement, the CRA Coordinator will advise the Grantee in writing and the Grantee will have thirty (30) calendar days to remedy the identified staffing deficiencies. Failure to comply may result in the suspension of payments until the deficiencies are corrected. In addition, if, after the remedy period, staffing levels still do not conform to those in the Scope of Work and Budget, the CRA may, in its sole discretion, modify and/or reduce the amount(s) budgeted for Grantee's personnel costs under this Agreement.

#### **ARTICLE 9. PROOF OF LICENSURE AND BACKGROUND SCREENING**

A. Licensure. The Grantee agrees to comply with all federal, state, or local laws, regulations, ordinances, or resolutions requiring the Grantee to be licensed or certified to provide services or to operate the facilities outlined in the Scope of Work and Budget Summary (Attachment A) and shall furnish to the CRA a copy of all required current licenses or certificates. Examples of services or operations requiring licensure or certification include, but are not limited to, childcare, day care, nursing homes, and boarding homes.

If the Grantee fails to furnish the CRA with any such required licenses or certificates, the CRA shall not disburse any funds until it is provided with such licenses or certificates. Failure to provide the licenses or certificates within sixty (60) days of execution of this Agreement may result in termination of this Agreement at the CRA's sole discretion.

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

The Grantee shall furnish the CRA with proof that such employees, subcontractors, volunteers, and independent contractors satisfactorily passed Level 2 background screening, pursuant to Chapter 435, Florida Statutes, as may be amended from time to time. If the Grantee fails to furnish to the CRA proof that an employee, subcontractor, volunteer, or independent contractor's Level 2 or other required background screening was satisfactorily passed and completed prior to

that employee, subcontractor, volunteer, or independent contractor working or volunteering with or in the vicinity of youths under 18 years of age, persons ages 65 years old and older, persons of any age that have disabilities, victims of domestic violence, and/or any vulnerable persons, the CRA shall not disburse any funds and this Contract may be subject to termination at the sole discretion of the CRA.

As a requirement of this Agreement, even if such screening is not otherwise required by applicable law, the Grantee agrees to conduct pre-employment criminal background screenings of all its employees, subcontractors, volunteers, and independent contractors who are providing services in accordance with this Agreement; to update those background checks at least once every five (5) years; and to maintain documentation of the criminal background screening on file.

The Grantee will permit only employees, subcontractors, volunteers, and independent contractors with a satisfactory national criminal background check conducted through an appropriate screening agency (i.e., the Florida Department of Juvenile Justice, Florida Department of Law Enforcement or Federal Bureau of Investigation), to work or volunteer in direct contact with or in the vicinity of youths under 18 years of age, persons ages 65 years old and older, persons of any age that have disabilities, victims of domestic violence, and/or any vulnerable persons. The Grantee shall also comply with Section 943.059, Florida Statutes, regarding court-ordered sealing of criminal history records, and Section 943.0585, Florida Statutes, regarding court-ordered expunction of criminal history records, as may be applicable.

Where applicable, Grantee agrees to comply with all federal, state, and local laws, regulations, ordinances, and resolutions regarding any and all background screenings of its employees, volunteers, subcontractors, and independent contractors, including, but not limited to: Florida Statutes, Chapters 39, 393, 394, 397, 402, 408, 409, 413, 429, 430, 435, 775, 782, 787, 800, 826, 827, 943, 984, 985, 1012; Sections 26-37 through 26-39, 2-8.6.5, and 8A-281 through 8A-287 of the Code of Miami-Dade County; and Titles 58, 59, 63 and 65 of the Florida Administrative Code.

Grantee's failure to comply with any applicable laws, regulations, ordinances and resolutions regarding background screening of employees, volunteers, subcontractors, and independent contractors is grounds for a material breach and termination of this contract at the sole discretion of the CRA.

#### **ARTICLE 10. CONFLICT OF INTEREST**

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

1. Prohibit members of the Grantee's board of directors from voting on matters relating to this Agreement which may result in the board member directly or indirectly receiving funds paid by the Grantee under this Agreement.
2. Prohibit members of the Grantee's board of directors from voting on any matters in which they are related to the person or entity seeking a benefit as 1) an officer, director, partner,

of counsel, consultant, employee, fiduciary, beneficiary, or 2) a stockholder, bondholder, debtor, or creditor.

3. Prohibit members of the Grantee's board of directors from directly or indirectly receiving any funds paid by the CRA to the Grantee under this Agreement.
4. Prohibit employees of the Grantee from directly or indirectly receiving any funds paid by the CRA to the Grantee under this Agreement.

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

5. Maintain a written conflict of interest policy that applies to hiring, providing services to clients, and procuring supplies or equipment.
6. Immediately disclose and justify in writing to the CRA any business transactions between the Grantee, on one side, and Board members or staff, on another side, as well as all related-party transactions with shareholders, partners, officers, directors, or employees of any entity that is doing business with the Grantee.
7. Implement procedures to protect against fraud and co-mingling of funds in regards to credit card purchases, if credit cards are utilized by the Grantee.
8. If the CRA determines the Grantee has breached this section, the CRA shall suspend payment until the matter has been resolved to the CRA's satisfaction.
9. The CRA may request an opinion from the Miami-Dade Commission on Ethics and Public Trust regarding questions arising under this section.

B. No person, including but not limited to any officer, member of a board of directors, manager, or supervisor employed by the Grantee, who is in the position of authority, and who exercises any function or responsibilities in connection with this Agreement, has at the time this Agreement is entered into, or shall have during the term of this Agreement, received any of the services funded under this agreement, or direct or instruct any employee under their supervision to provide such services as described in this Agreement. Notwithstanding the before mentioned provision, any officer, member of a board of directors, manager or supervisor employed by the Grantee, who is eligible to receive any of the services described herein may utilize such services if he or she can demonstrate that he or she does not have direct supervisory responsibility over the Grantee's employee(s) or service program and that such utilization is permissible pursuant to Section 2-11.1 et al. of the County Code.

C. All transactions associated with this Agreement that do not meet the criteria of an Arm's Length Transaction must be immediately disclosed and justified in writing to the CRA.

D. The Grantee is required to immediately disclose to the CRA any related party transactions (for example (but not limited to), situations such as where the Grantee leases office



space from one of the Grantee's Board members or employees) that occur throughout the duration of this agreement.

**ARTICLE 11. CIVIL RIGHTS**

The Grantee agrees to abide by Chapter 11A of the County Code, as amended, which prohibits discrimination in employment, housing and public accommodations on the basis of race, creed, religion, color, sex, familial status, marital status, sexual orientation, gender identity, gender expression, status as a victim of domestic violence, dating violence or stalking, pregnancy, age, ancestry, national origin, disability, or source of income; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment and public accommodation; the Age Discrimination Act of 1975, 42 U.S.C. § 6101, as amended, which prohibits discrimination in employment because of age; the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which prohibits discrimination on the basis of disability; the Americans with Disabilities Act, 42 U.S.C. § 1201 et seq., which prohibits discrimination in employment and public accommodations because of disability; the Federal Transit Act, 49 U.S.C. § 1612, as amended; and the Fair Housing Act, 42 U.S.C. § 3601 et seq. It is expressly understood that the Grantee must submit an affidavit attesting that it is not in violation of the Acts. If the Grantee or any owner, subsidiary, or other firm affiliated with or related to the Grantee is found by the responsible enforcement agency, the Courts or the County to be in violation of these acts, the County will conduct no further business with the Grantee.

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

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

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

**ARTICLE 12. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

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

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to the CRA of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Grantee and reasonable assurances that IIHI/PHI will be held

- confidential;
5. Making Protected Health Information (PHI) available to the customer;
  6. Making PHI available to the client for review and amendment; and incorporating any amendments requested by the client as may be required by law;
  7. Making PHI available to the CRA for an accounting of disclosures; and
  8. Making internal practices, books, and records related to PHI available to the CRA for compliance audits.

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

### **ARTICLE 13. NOTICE REQUIREMENTS**

The Grantee agrees to notify the CRA of any changes that may affect the CRA supported program(s) under this Agreement within ten (10) days from the date of such a change's occurrence.

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

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

#### **(1) To the CRA**

ATTENTION: Vivian Cao, Assistant Director  
Office of Management and Budget  
111 NW 1<sup>st</sup> Street, 22<sup>nd</sup> Floor  
Miami, FL 33128-1902  
Phone: (305) 375-5143  
Fax: (305) 375-5168  
Email: Vivian.Cao@miamidade.gov

**(2) To the Grantee**

XXXXXXXXXXXXX  
XXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXX  
Phone: XXXXXXXXXXX  
Email: XXXXXXXXXXX

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

**ARTICLE 14. AUTONOMY**

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

**ARTICLE 15. SURVIVAL**

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

**ARTICLE 16. BREACH OF AGREEMENT: CRA REMEDIES**

A. **Breach.** A breach by the Grantee shall have occurred under this Agreement if: (1) the Grantee fails to provide the services outlined in the Scope of Work and Budget Summary (Attachment A) or to meet expected performance levels within the effective term of this Agreement; (2) the Grantee ineffectively or improperly uses the CRA funds allocated under this Agreement; (3) the Grantee does not furnish the Certificates of Insurance required by this Agreement or as determined by Miami-Dade County's Risk Management Division; (4) if applicable, the Grantee does not furnish upon request by Miami-Dade County or the CRA proof of licensure/certification or proof of background screening required by this Agreement; (5) the Grantee fails to submit, or submits incorrect or incomplete, proof of expenditures to support disbursement requests or advance funding disbursements, or fails to submit or submits incomplete or incorrect detailed reports of expenditures or final expenditure reports; (6) the Grantee does not submit, or submits incomplete or incorrect, required reports or reports that indicate that expected performance levels are not being met; (7) the Grantee refuses to allow Miami-Dade County or the CRA access to records or refuses to allow Miami-Dade County and/or CRA to monitor, evaluate, and review the Grantee's program; (8) the Grantee discriminates under any of the laws outlined in Article 11 of this Agreement; (9) the Grantee attempts to meet its obligations under this Agreement through fraud, misrepresentation, or material misstatement; (10) the Grantee fails to correct deficiencies found during a monitoring, evaluation, or review within the specified time as described in communication from CRA Coordinator; (11) the Grantee fails to issue prompt payments to small business subcontractors or follow dispute resolution procedures regarding a disputed payment; (12) the Grantee fails to submit the Certificate of

Corporate Status, Board of Directors Requirements, or proof of tax status, as required by Article 19 of this Agreement; (13) the Grantee fails to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements, and stipulations in this Agreement; (14) the Grantee fails to meet any of the terms and conditions of the Miami-Dade County Vendor Registration, including any and all required Miami-Dade County affidavits, or the State Affidavit (Attachment D); or (15) the Grantee fails to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements and stipulations in this Contract. Waiver of breach of any provisions of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

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

1. The CRA may terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof. In the event of termination, the CRA may: (a) request the return of all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared and secured by the Grantee with CRA funds under this Agreement; (b) seek reimbursement of CRA funds allocated to the Grantee under this Agreement; (c) terminate or cancel any other contracts entered into between the CRA and the Grantee. The Grantee shall be responsible for all direct and indirect costs associated with such termination, including attorney's fees. The CRA may also, in the CRA Coordinator's sole discretion, recapture a proportionate amount of funding if expected performance levels under this Agreement are not met by Grantee in the CRA's sole discretion.

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

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

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

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

6. Any other remedy available at law or equity.

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

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

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

#### **ARTICLE 17. TERMINATION BY EITHER PARTY**

Both Parties agree that this Agreement may be terminated without cause by either party hereto by written notice to the other party of such intent to terminate at least thirty (30) days prior to the effective date of such termination. The CRA Coordinator is authorized to terminate this Agreement on the behalf of the CRA.

#### **ARTICLE 18. PAYMENT PROCEDURES**

The CRA agrees to pay the Grantee for services rendered under this Agreement pursuant to the attached Scope of Work and Budget Summary (Attachment A) based on the payment schedule, the line item budget, or both, which are incorporated herein and attached hereto as Attachment B. Payment shall be made in accordance with procedures outlined in Attachment B-1 and, if applicable, the Sherman S. Winn Prompt Payment Ordinance (Ordinance No. 94-40). Further guidance on the payment process and requests for payment may be found in Attachment B-1.

#### **ARTICLE 19. ALLOWABLE AND PROHIBITED USE OF FUNDS**

A. **Allowable Use of Funds.** The Grantee shall use the funds under this Agreement to cover the expenses included in, and under the terms and conditions defined in, the program budget(s) in Attachment A to this contract. The Grantee agrees that all sources and uses of the funds in the Grantee's bank account where CRA funds paid pursuant to this Agreement are deposited shall be related to the Grantee's official business activities and program operations.

B. **Unallowable Expenses.** CRA 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, rent, 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 A to this contract and pursuant to the Scope of Work and Budget Summary (Attachment A), as determined in the sole discretion of the CRA.

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

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

E. **Commingling Funds.** The Grantee shall not commingle funds provided under this Agreement with funds used for purposes other than those listed in this Agreement. The Grantee shall establish an internal tracking mechanism, which may include establishment of general ledger funds or accounts, to segregate financial activity related to this Agreement.

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

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

A. **Certificate of Corporate Status.** The Grantee must submit to the CRA Coordinator, within thirty (30) days from the date of execution of this Agreement, a certificate of corporate status in the name of the Grantee, which certifies the following: that the Grantee is organized under the laws of the State of Florida; that all fees and penalties have been paid; that the Grantee's most recent annual report has been filed; that its status is active; and that the Grantee has not filed Articles of Dissolution.

B. **Board of Director Requirements.** The Grantee shall ensure that the Grantee's Board of Directors is apprised of the programmatic, fiscal, and administrative obligations under this agreement funded through CRA Funds by passage of a formal resolution authorizing execution of this Agreement with the CRA. A current list of the Grantee's Board of Directors and officers must be included with the submission. Said resolution shall, at a minimum, list the name(s) of the Board's President, Vice President, and any other persons authorized to execute this Agreement on behalf of the Grantee, and reference the program(s) and dollar amounts in the award, as may be amended. A copy of this corporate resolution must be submitted to the CRA Coordinator prior to contract execution. Through the official signed minutes of its Board meetings, the Grantee must also maintain proof that it has been sharing the results of all County / CRA monitoring reports with its Board.

Additionally, the Grantee will furnish the CRA Coordinator with copies of the minutes of all Board meetings where a properly constituted quorum was achieved. In order to meet Board meeting

requirements a quorum must be achieved. The Grantee will furnish the CRA with a current listing of the members of the agency's Board that includes the title, place of employment, and contact information, including home and e-mail addresses, for each Board member.

C. **Proof of Tax Status.** The Grantee is required to submit to the CRA Coordinator the following documentation: (a) The I.R.S. tax exempt status determination letter; (b) the most recent I.R.S. Form 990 or I.R.S. Form 990-N; (c) the annual submission of I.R.S. Form 990 or I.R.S. Form 990-N within six (6) months after the Grantee's fiscal year end; (d) IRS Form 941 - Quarterly Federal Tax Returns within thirty-five (35) days after the quarter ends and if the Form 941 or RT-6 reflects a tax liability, proof of payment must be submitted within forty-five (45) days after the quarter ends.

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

E. **Accounting Records.** The Grantee shall institute internal fiscal controls and shall keep books and accounting records which conform to the Generally Accepted Accounting Principles (GAAP) in the United States, and identify the CRA funds and the related expenditures, and income. All such records will be retained by the Grantee for not less than five (5) years beyond the term of this Agreement, and shall be made available for review upon request from Miami-Dade County or the CRA authorized personnel. The Grantee shall reconcile its bank statements within a month after they become available from the bank as attested by the dates, and the signatures or initials of the staff preparing, reviewing, and approving the monthly bank reconciliations. The Grantee's checks shall be signed by two authorized check signors as required by the Miami-Dade Administrative Order 3-15.

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

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

H. **Quarterly Reviews of Expenditures and Records.** The Board of County Commissioners' Auditor (County Commissioner Auditor) may perform quarterly reviews of Grantee expenditures and records. Subsequent payments to the Grantee shall be subject to a

satisfactory review of Grantee records and expenditures by the County Commission Auditor, including but not limited to, review of supporting documentation for expenditures and the existence of sufficient documentation to support eligible expenditures. The Grantee agrees to reimburse the CRA for ineligible expenditures as determined by the County Commission Auditor.

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

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

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

- (1) There is a controlled and secure area for storing and maintaining active confidential information and files, including but not limited to medical records;
- (2) Confidential records are not removed from the Grantee's premises, unless otherwise authorized by law or upon written consent from the CRA;
- (3) Access to confidential information is restricted to authorized personnel of the Grantee, the CRA, Miami-Dade County, and/or the United States Office of the Inspector General;
- (4) Records are not left unattended in areas accessible to unauthorized individuals;
- (5) Access to electronic data is controlled;
- (6) Written authorization, signed by the client, is obtained for release of copies of client records and/or information. Original documents must remain on file at the originating Grantee site;
- (7) An orientation is provided to new staff persons, employees, and volunteers. All employees and volunteers must sign a confidentiality pledge, acknowledging their awareness and understanding of confidentiality laws, regulations, and policies;



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

K. **Progress Reports.** The Grantee shall furnish the CRA Coordinator with monthly progress/performance reports in accordance with the activities and goals detailed in Attachments A and G of this Agreement. The reports shall explain the Grantee's progress for the month and, in the event that its activities are seasonal, must clearly indicate when specific Services and related expenditures will occur. The data should be quantified when appropriate. A corrective action plan must accompany all progress reports that indicate that the Grantee is not meeting its expected service goals or expected performance levels. The final progress report shall be due no later than thirty (30) days after the expiration or termination of this Agreement.

L. **Client Records.** Omitted.

M. **Monitoring: Management Evaluation and Performance Review.** The Grantee agrees to permit CRA's authorized personnel to monitor, review, and evaluate the program/work which is the subject of this Agreement.

The CRA Coordinator will also have the right to inspect original documentation regarding administrative, fiscal, and programmatic matters and may retain copies such documentation for verification purposes. Documentation includes but is not limited to show consistency and adherence in implementing the CRA funded program(s) in accordance with the line item budget pursuant to Attachment A of this agreement.

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

Grantee agrees the CRA Coordinator may make unannounced, on-site visits during normal working hours to the Grantee's headquarters and/or any location or site where the services contracted for are performed.

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

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

trainings.

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

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

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

(2) Upon request from the CRA's custodian of public records identified herein, provide the CRA with a copy of the requested records or allow the public with access to the public records on the same terms and conditions that the CRA would provide the records and at a cost that does not exceed the cost provided in the Florida Public Records Act, Miami-Dade County Administrative Order No. 4-48, or as otherwise provided by law;

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

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

For purposes of this Article, the term "public records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the CRA.

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.

The Parties agree that any of the obligations in this section will survive the term, termination, and cancellation hereof.

In the event the Grantee does not comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes, the CRA may, at the CRA's sole discretion, avail itself of any of the remedies for breach set forth under this Agreement or available at law or equity.

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

Miami-Dade County  
Office of Management and Budget  
111 N.W. 1<sup>st</sup> Street, 22<sup>nd</sup> Floor  
Attention: Vivian Cao  
Miami, Florida 33128  
Email: Vivian.Cao@miamidade.gov

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

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

**Office of the Inspector General.** The attention of the Grantee is hereby directed to the requirements of Section 2-1076 of the County Code in that the Office of the Miami-Dade County Inspector General (IG) shall have the authority and power to review past, present and proposed County programs, accounts, records, contracts and transactions. The IG shall have the power to subpoena witnesses, administer oaths and require the production of records. Upon ten (10) days written notice to the Grantee from IG, the Grantee shall make all requested records and documents available to the IG for inspection and copying.

The IG shall have the power to report and/or recommend to the Board of County Commissioners whether a particular project, program, contract or transaction is or was necessary and, if deemed necessary, whether the method used for implementing the project or program is or was efficient both financially and operationally. Monitoring of an existing project or program may include reporting whether the project is on time, within budget and in conformity with plans, specifications, and applicable law. The IG shall have the power to analyze the need for, and reasonableness of, proposed change orders.

The IG may, on a random basis, perform audits on all CRA contracts throughout the duration of said contract (hereinafter "random audits"). This random audit is separate and distinct from any other audit by the CRA. Grant recipients are exempt from paying the cost of the audit which is normally  $\frac{1}{4}$  of 1% of the total contract amount.

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

compliance with contract specifications and detect corruption and fraud.

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

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

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

## **ARTICLE 22. SUBCONTRACTORS AND ASSIGNMENTS**

A. **Subcontracts.** The Parties agree that no assignment or subcontract agreement will be made or let in connection with this Agreement without the prior written approval of the CRA Coordinator in its sole discretion, which shall not be unreasonably withheld, and that all subcontractors or assignees shall be governed by all of the terms and conditions of this Agreement. The Grantee will request three quotes for all proposed subcontracts that are partially or fully funded by the CRA, valued at \$5,000 and above, and maintain documentation of all three (3) requests and related documents, including quotes received, on file.

- 1) If the Grantee will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Agreement will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Grantee; and the Grantee will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Grantee. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Grantee.
- 2) The Grantee, before making any subcontract for any portion of the services, will state in writing to the CRA Coordinator the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to perform, the place of business of such Subcontractor, and such other information as the CRA Coordinator may require. The CRA Coordinator will have the right to require the Grantee not to award any subcontract to a person, firm, or corporation disapproved by the CRA Coordinator in its sole discretion.
- 3) Before entering into any subcontract hereunder, the Grantee will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be

performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Agreement.

- 4) In order to qualify as a Subcontractor satisfactory to the CRA Coordinator in its sole discretion, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the CRA Coordinator that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the CRA Coordinator in its sole discretion that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.
- 5) The CRA Coordinator shall have the right to withdraw its consent to a subcontract if it appears to the CRA Coordinator that the subcontract will delay, prevent, or otherwise impair the performance of the Grantee's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the CRA's and CRA's proprietary and confidential information. Grantee shall furnish to the CRA Coordinator copies of all subcontracts between Grantee and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the CRA permitting the CRA to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event the CRA Coordinator finds the Grantee in breach of its obligations, the option to pay the Subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the CRA to any subcontractor.

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

#### **ARTICLE 23. PURCHASES**

The Grantee will request three (3) quotes for all single-item purchases that are partially or fully funded by the CRA and valued at \$1,000 or above and maintain documentation of all three (3) requests and associated documentation, including quotes received, on file.

#### **ARTICLE 24. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS**

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

- a) Miami-Dade County Florida, Department of Business Development Participation Provisions, as applicable to this Agreement.
- b) Chapter 11A, Article 3 of the County Code. All Grantees and Subcontractors performing work in connection with this Agreement shall provide equal opportunity for employment and services without regard to race, creed, religion, color, sex, familial status, marital status, sexual orientation, gender identity or gender expression, status as a victim of domestic violence, dating violence or stalking, pregnancy, age, ancestry, national origin or disability. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Miami-Dade County Commission on Human Rights or other authority having jurisdiction.
- c) "Conflicts of Interest," Section 2-11 of the County Code, and Ordinance No. 01-199, as well as the Miami-Dade County False Claims Ordinance.
- d) "Debarment," Section 10-38 of the County Code.
- e) Miami-Dade County Ordinance No. 99-5, codified at 11A-60 et. seq. of the County Code pertaining to complying with the County's Domestic Leave Ordinance. Failure to comply with this local law may be grounds for voiding or terminating this Agreement or for commencement of debarment proceedings against Grantee.
- f) Part III, Ch. 2, Art. 1 and Ch. 11A of the County Code, and any payment and performance bond requirements if applicable under the Florida Statutes and F.A.R. 52.222 if applicable.
- g) Miami-Dade County Ordinance No. 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- h) Grantee shall also develop and implement a written Code of Business Ethics and Conduct that will consist of a training program and an internal control system that:
  - a. Are suitable to the size of the Grantee and extent of its involvement in government contracting,
  - b. Facilitate timely discovery and disclosure of improper conduct in connection with government contracts, and
  - c. Ensure corrective measures are promptly instituted and carried out.

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

**ARTICLE 26.        VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)**

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

**ARTICLE 26.        MISCELLANEOUS**

A.        **Publicity.** It is understood and agreed between the Parties that this Grantee is funded by CRA. The Grantee shall ensure that all publicity, public relations, advertisements and signs recognizes and references the CRA for the support of all contracted activities. This is to include, but is not limited to, all posted signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions, and stationery. The use of the official CRA logo is permissible for the publicity purposes stated herein. Grantee shall submit sample or mockup of such publicity or materials to the CRA for review and approval. The Grantee shall ensure that all media representatives, when inquiring about the activities funded by this contract, are informed that the CRA is its funding source.

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

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

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

The Executive Director or Executive Director's designee is authorized to make

modifications to this Agreement as described herein on behalf of the CRA.

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

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

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

F. **Pre-condition to CRA's Execution of this Agreement.** The Grantee acknowledges that prior to the CRA Coordinator executing this Agreement, the OMB-Community Redevelopment and Municipal Services Division shall engage in a due diligence effort and review ("the Due Diligence Effort and Review") which includes but is not limited to researching background information on the Grantee, ensuring the Grantee is not in non-compliance with other County contracts, and reviewing the Grantee's Scope of Work, budget, affidavits, responses to affidavits and any other proposed or required attachments to this Agreement. If the CRA, through the OMB-CRMS, in consultation with the CRA Coordinator is concerned regarding findings of the Due Diligence Effort and Review, the CRA Coordinator shall present findings of the Due Diligence Effort and Review to the West Perrine CRA Board of Commissioners with the CRA Coordinator recommendation as to how to proceed, and the West Perrine CRA Board of Commissioners shall then direct the CRA's Coordinator or designee whether or not to execute this Agreement with Grantee by taking action on the recommendation. All services undertaken by the Grantee before the CRA's execution of this Agreement shall be at the Grantee's risk and expense.

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

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

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

J. Nothing in this Agreement shall in any way be utilized to request documentation relating to or authorizing consideration of a proposer's social, political, or ideological interests when determining if the proposer is a responsible vendor or give a preference to a proposer based on the proposer's social, political, or ideological interests,

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

Attachment A: Scope of Work and Budget Summary



Attachment B: Payment Procedures  
Attachment C: Due Diligence Affidavit  
Attachment D: State Public Entities Crime Affidavit  
Attachment E: Background Screening Affidavit  
Attachment F: Monthly Payment Request  
Attachment G: Monthly Progress Report

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

**SIGNATURES APPEAR ON THE FOLLOWING PAGE**

TEMPLATE

IN WITNESS WHEREOF, the Parties have executed this Agreement, and its associated attachments, effective as of the contract date herein above set forth.

**GRANTEE**

XXXXXXXXXXXXXXXXXXXX  
A Florida not-for-profit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, the \_\_\_\_\_ of XXXXXXXXXXXX. a Florida not-for-profit corporation.

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name  
Notary Public, State of Florida

Personally Known or  Produced Identification  
Type of Identification Produced

**GRANTOR:**

**WEST PERRINE COMMUNITY  
REDEVELOPMENT AGENCY,  
a public body corporate and politic**

By: \_\_\_\_\_  
Name: Leviticus Gilliard  
Title: Chairman

By: \_\_\_\_\_  
Name: Veronica Thompkins  
Title: Board Secretary

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Terrence A. Smith  
Assistant County Attorney

TEMP

**ATTACHMENT A - SCOPE OF WORK**

**MIAMI-DADE COUNTY OFFICE OF MANAGEMENT AND BUDGET  
COMMUNITY REDEVELOPMENT AND MUNICIPAL SERVICES**

**SECTION 1: GENERAL INFORMATION**

Name of Organization: \_\_\_\_\_

Program Name: \_\_\_\_\_

Program Funding Amount: \_\_\_\_\_ Contract Period: \_\_\_\_\_

**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.)

**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.)

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

**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.)

**ATTACHMENT A - SCOPE OF WORK**

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

- |              |                          |              |                          |              |                          |              |                          |
|--------------|--------------------------|--------------|--------------------------|--------------|--------------------------|--------------|--------------------------|
| Countywide:  | <input type="checkbox"/> | District 1:  | <input type="checkbox"/> | District 2:  | <input type="checkbox"/> | District 3:  | <input type="checkbox"/> |
| District 4:  | <input type="checkbox"/> | District 5:  | <input type="checkbox"/> | District 6:  | <input type="checkbox"/> | District 7:  | <input type="checkbox"/> |
| District 8:  | <input type="checkbox"/> | District 9:  | <input type="checkbox"/> | District 10: | <input type="checkbox"/> | District 11: | <input type="checkbox"/> |
| District 12: | <input type="checkbox"/> | District 13: | <input type="checkbox"/> |              |                          |              |                          |

**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?)

**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.)

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

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

**ATTACHMENT A - SCOPE OF WORK**

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**2.4 – Profile of Services**

<b>Activity #1</b>	
Location(s)	
Number of unduplicated clients	
Frequency	
<b>Objective</b>	
Output→	
Anticipated Outcome→	
Method of Measurement →	

**ATTACHMENT A - SCOPE OF WORK**

<b>Activity #2</b>	
Location(s)	
Number of unduplicated clients	
Frequency	
<b>Objective</b>	
Output→	
Anticipated Outcome→	
Method of Measurement →	

**ATTACHMENT A - SCOPE OF WORK**

<b>Activity #3</b>	
Location(s)	
Number of unduplicated clients	
Frequency	
<b>Objective</b>	
Output→	
Anticipated Outcome→	
Method of Measurement →	





Contract #: \_\_\_\_\_  
Program: \_\_\_\_\_

**ATTACHMENT A**

**SECTION 3: ORGANIZATIONAL SUPPORT ACTIVITIES**

**3.1 - Describe how your organization will publicize availability of this program to the community**

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

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

**PROVIDER**

\_\_\_\_\_  
**Print Name / Signature**

\_\_\_\_\_  
**Date**

**CRA  
COORDINATOR**

\_\_\_\_\_  
**Print Name / Signature**

\_\_\_\_\_  
**Date**

## **ATTACHMENT B PAYMENT PROCEDURES**

A. **Cost-Based Contracts: Reimbursement and Advances.** The parties agree that this is a **cost-based** Agreement and that the Provider shall be paid through reimbursement payment based on the budget approved under this Contract (see Attachment B) and when **complete and proper documentation** of service delivery and incurred expenses are provided to the County. Proper documentation includes, but is not limited to, itemized vendor invoices showing the service date or order date coinciding with the fiscal period (note, itemized list of items purchased must be related to the approved budget and scope of work), proof of payment to include a copy of the cancelled check, or ACH confirmation and a copy of the related bank statement, client lists to substantiate the quantity of materials/supplies ordered, or event listing, payroll register and summary for staff budgeted, and fully executed subcontract agreements, pre-approved by the CRA Coordinator (“Coordinator”). If the actual performance levels of the program(s) covered by this agreement are less than the expected performance levels, then the Coordinator may adjust payments, recapture the funded award, or seek repayment based on the level of performance. The Agency reserves the right to disallow any expenditures unrelated to the approved budget and scope of work, which may include purchase of items and materials not contemplated in the budget, staff substitutions that were not pre-approved by the Agency, expenses exceeding the budget by more than 15 percent, improperly documented expenses (i.e. lacking invoices, bank statements, cancelled checks, payroll documents, etc.) and expenses incurred outside the contract period. The Coordinator, at its sole discretion, may request additional supporting documentation for any expenditures that require further validation. Upon proper and complete execution of this Contract (to include proof of insurance), and submission of a request for payment on the Provider’s letterhead, the Coordinator may provide the Provider with ten percent (10%) of the Contract amount in advance. The Provider’s request for this advance payment must be submitted in writing and must specify the reasons and justifications for such advance payment. It need not be accompanied by a detailed expenditure report. The Coordinator shall have the sole discretion in choosing whether or not to provide any advance payments and is not obligated to do so under any circumstances.

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

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

C. **No Payment of Subcontractors.** In no event shall Agency funds be advanced or paid by the County directly to any subcontractor hereunder. Payment to approved subcontractors shall be made by the Provider following requirements and limitations as detailed in Article 22 of this

Agreement.

**D. Requests for Payment.** The Agency agrees to pay all budgeted costs incurred by the Provider that are allowable under the County guidelines. In order to receive payment for allowable costs, the Provider shall submit a Monthly Payment Request (Attachment F) and a Monthly Progress Report (Attachment G) on forms provided by the Coordinator. The Coordinator must receive the Monthly Payment Request and the Monthly Progress Report no later than the 21st day of the month following the month in which services were provided. The Monthly Payment Request shall reflect the expenses incurred by the Provider for the month in which services were rendered and documented in the Monthly Progress Report. Upon submission of satisfactory required monthly reports, the Coordinator shall make payment. If the Provider is not meeting its expected expenditure rates, then a corrective action plan must accompany the Provider's Monthly Payment Request.

The County will not approve payments for in-kind or volunteer services provided by the Provider on behalf of the project. The Coordinator shall accept originals of invoices, receipts, and other evidence of indebtedness as proof of expenditures. When original documents cannot be produced, the Provider must adequately justify their absence in writing and furnish copies as proof of the expenditures.

**E. Processing the Payment Request.** After the Coordinator staff reviews and approves the payment request, the Coordinator will submit a payment request to the County's Finance Department (Attachment F). The County's Finance Department will issue payment via Automated Clearing House (ACH) or mail the check directly to the Provider at the address listed in Article 13 of this Agreement, unless otherwise directed by the Provider in writing. The parties agree that the processing of a payment request from date of submission by the Provider shall take a maximum of forty-five (45) days from receipt of a complete and accurate payment request, pursuant to the County's Sherman S. Winn Prompt Payment Ordinance (Ordinance 94-40), Section 2-8.1.4 of the Code of Miami-Dade County, Administrative Order No. 3-19, and the Florida Prompt Payment Act, if supporting documentation/invoices are properly documented as determined by the County in its sole discretion. It is the responsibility of the Provider to maintain sufficient financial resources to meet the expenses incurred during the period between the provision of services and payment by the County.

Failure to submit monthly reimbursement requests with supporting documentation in a manner deemed correct and acceptable by the County, by the 21st day of each month following the month in which the service was delivered, shall be considered a breach of this Agreement and may result in termination of this Agreement.

**F. Final Request for Payment.** A final request for payment from the Provider will be accepted by the Coordinator up to thirty (30) days after the expiration of this Agreement. If the Provider fails to comply, all rights to payment shall be forfeited. The request for the final payment may include accruals of the personnel costs listed in Attachment B, which the Provider is obligated to pay after the close of the period for services provided within the term of the Agreement.

**G. Closeout Reporting Process/Recapture of Funds.** Upon the expiration of this Contract, the Provider shall submit Closeout Report documents to the Coordinator no more than thirty (30) days after the expiration of this Contract. These documents shall include a cumulative contract year-end summary of the Provider's program performance, the Contract Year-End Closeout Report, and the Property Inventory Report. If after receipt of these documents, the

Coordinator determines that the Provider has been paid funds not in accordance with the Contract, and to which the Provider is not entitled, the Provider shall return such funds to the Agency or submit appropriate documentation. The Coordinator shall have the sole discretion in determining whether the Provider is entitled to such funds and the Coordinator's decision on this matter shall be binding. Additionally, any unexpended or unallocated funds shall be recaptured by the Agency.



**ATTACHMENT C  
DUE DILIGENCE AFFIDAVIT**

Applicant Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Pursuant to Miami-Dade County Resolution No. R-630-13, the undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

This is certified by my signature:

_____	_____	_____
Applicant's Signature	Print Applicant's Name	Date

*Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_*  
*by \_\_\_\_\_.* *He/she is personally known to me or has presented \_\_\_\_\_*  
*\_\_\_\_\_ as identification number: \_\_\_\_\_*

(Print or Stamp of Notary):

Expiration Date: \_\_\_\_\_

Notary Seal:

Notary Public – State of \_\_\_\_\_

**ATTACHMENT D**  
**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 West Perrine Community Redevelopment Agency

by \_\_\_\_\_  
(Print individual's name and title)

for \_\_\_\_\_  
(Print Name of entity submitting sworn statement)

whose business address is \_\_\_\_\_

and if applicable its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

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

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

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

- A. A predecessor or successor of a person convicted of a public entity crime; or
- B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime

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

person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

- 5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States within the legal power to enter into a binding contact 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)

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_,

20\_\_\_\_. Personally known \_\_\_\_\_

OR Produced Identification \_\_\_\_\_ Notary Public - State of \_\_\_\_\_

\_\_\_\_\_ My commission expires \_\_\_\_\_

(Type of Identification)

\_\_\_\_\_  
(Printed typed or stamped commissioned name of notary public)



**ATTACHMENT E**

**Affidavit for Level 2 Background Screenings**

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

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

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

Before me, the undersigned authority, personally appeared \_\_\_\_\_  
Authorized Provider Representative

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

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

\_\_\_\_\_  
(Signature of CEO/Exec. Dir.)

Date: \_\_\_\_\_

Sworn to and subscribed before me in Miami-Dade County, Florida this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_ Who is personally known to me

\_\_\_ Who has produced identification: \_\_\_\_\_  
Type of Identification

\_\_\_\_\_  
Signature of Notary Public  
State of Florida at Large

Grant Agreement CRA Resolution No:

\_\_\_\_\_

\_\_\_\_\_  
Print, type or stamp name of Notary Public

My Commission Expires:



INDIRECT COSTS:			
<b>TOTALS:</b>	#VALUE!	#VALUE!	

County Use Only:	
	CASH ADVANCE APPLIED: <input style="width: 50px;" type="text"/>
	AMOUNT TO PAY: <input style="width: 50px;" type="text"/>

**AUTHORIZATION:**

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

\_\_\_\_\_  
Executive Director / Agency Designee Print Name

\_\_\_\_\_  
Executive Director / Agency Designee Signature

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Date



ATTACHMENT G

WEST PERRINE COMMUNITY REDEVELOPMENT AGENCY (CRA)  
C/O OFFICE OF MANAGEMENT AND BUDGET  
**MONTHLY PROGRESS REPORT**

Agency Name:		Allocation Amount:	
Program Name:		Grant Agreement Resolution:	CRA R- - 19
Reporting Month:		Date Submitted:	

		Target	Unit	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	YTD	YTD % of Target Achieved
1	Activity		Clients (New)													0	0%
			Total Clients (New + Current)														
	Output														0	0%	
2	Activity		Clients (New)													0	0%
			Total Clients (New + Current)														
	Output														0	0%	
3	Activity		Clients (New)													0	0%
			Total Clients (New + Current)														
	Output														0	0%	
4	Activity		Clients (New)													0	0%
			Total Clients (New + Current)														
	Output														0	0%	

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

Activity #	
Activity #	

**SECTION 2: MODIFICATIONS**

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

**SECTION 3: PERSONNEL MATTERS**

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

Name	Position	Separation Date	Estimated Timeline of hiring replacement	Additional Comments

**SECTION 4: QUALITY ASSURANCE**

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

Quality Assurance Activity	Frequency	Person	Additional Comments

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

**SECTION 6: ACKNOWLEDGEMENT**

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

\_\_\_\_\_  
Authorized Personnel (Print Name & Title)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**RESIDENTIAL REHABILITATION GRANT PROGRAM**  
**West Perrine Community Redevelopment Agency**

The Residential Rehabilitation Grant Program (RRGP) was developed by the West Perrine Community Redevelopment Agency (CRA) to provide financial assistance to qualified resident-owners of detached single family homes, townhomes and duplexes located within the boundaries of the CRA area contracting for necessary repairs to their homes. Assistance may be used for repairs to existing homes and are intended to mitigate conditions of slum and blight which the CRA was created to address. The CRA area is generally defined as SW 168 St (Richmond Drive) on the north, State Road 5 (US-1) on the east and southeast, and by State Road 821 (the Homestead Extension of Florida's Turnpike) on the west and southwest ("West Perrine Community Redevelopment Area").

Grants may be available in an amount up to \$35,000.

Applications will not be accepted for improvements which have been funded by any other grant program or which may be funded by homeowners insurance.

Grants are available to anyone meeting the eligibility requirement. No person shall be denied a grant because of race, color, sex or national origin.

**ELIGIBILITY OF RESIDENCE**

The home must be a detached single family home, townhome or duplex within the boundaries of the West Perrine Community Redevelopment Area.

The home must be the primary residence of the applicant. Applications from residents who do not also own the home will not be considered.

All property taxes on the property must be current.

Standard property insurance must be maintained on the property.

The structure must be exclusively residential.

The structure must need structural or façade repairs to correct physical decline or deterioration. New construction or additions are not eligible.

Residences with pending, verifiable code violations are eligible only if the work being funded directly corrects the code violation. All work must be permanent.

**ELIGIBILITY OF PROJECT**

All projects must be approved for funding prior to the start of construction.

Eligible work under the RRGP may include, but is not limited to:

- Exterior painting
- Siding or masonry
- Sewer hook-up or septic repairs

- Roof or gutter repairs
- Exterior lighting
- Foundation, ceiling, floor, wall or other structural repairs
- Window or exterior door replacement
- Storm shutters
- Air conditioning or fan repair or installation
- Electrical repairs or improvement
- Plumbing repair or improvement
- Insulation or weather stripping
- Kitchen or bathroom repair and improvement
- Repair or replacement of water heater
- Fumigation or other pest control
- Landscaping or irrigation
- Driveway repair/installation
- Improvements needed to accommodate a person with a disability.

Luxury improvements such as hot tubs, spas or interior decorating are not eligible for assistance.

All projects are subject to approval by the appropriate County agencies. All work must be performed by a licensed contractor employed by the applicant. The applicant, and/or their contractor, is responsible for acquiring all necessary permits and approvals for the project. Preference will be given to applications which involve local contractors.

**ELIGIBILITY OF APPLICANT**

No person, including but not limited to any officer, board of directors, managers, supervisor, or employees employed by the CRA, who is in the position of authority, and who exercises any function or responsibilities in connection with the RRGP, has at the time the RRGP is initiated, or shall have during the term of the RRGP, received any of the services, or direct or instruct any employee under their supervision to provide such services as described in the RRGP. Additionally, no family member related to any officer, board of directors, managers, supervisor, or employees employed by the CRA, may apply for a RRGP grant. The term “related to” includes the following:

- A. By blood or adoption: Parent, child, sibling, first cousin, uncle, aunt, nephew, or niece;
- B. By marriage: Current or former spouse, brother- or sister-in-law, father- or mother-in-law, son- or daughter-in-law, step-parent, or step-child; or
- C. Other relationship: A current or former relationship, occurring outside the work setting that would make it difficult for the individual with the responsibility to make a decision or recommendation to be objective, or that would create the appearance that such individual could not be objective. Examples include, but are not limited to, personal relationships and significant business relationships.



**APPLICATION**

Only one application per residence may be submitted in any fiscal year. A fiscal year shall be defined as October 1 through September 30. Applications for improvements to residences must be signed by the property owner.

Each application must contain proof of homeownership. Proof of ownership may include:

- Proof of homestead exemption or application on file for homestead exemption on the property.
- A copy of a Recorded Warranty Deed
- Current mortgage(s) monthly statement(s)
- A copy of a Homeowners Insurance Policy declaration page. A copy of the declaration page for windstorm and flood insurance may be provided if applicable.

Each application is subject to approval by the CRA. Consideration and approval of an application is subject to available funding.

**APPLICATION PROCEDURE**

Interested property owners should contact the Miami-Dade County Office of Management and Budget for an application:

Vivian Cao
111 NW 1 St Suite 2210 Miami, Florida 33128
305-375-5143
<a href="mailto:WestPerrineCRA@Miamiidade.gov">WestPerrineCRA@Miamiidade.gov</a>

All applications are to be submitted by registered mail or hand delivered to the West Perrine Community Redevelopment Agency c/o The Miami-Dade Office of Management and Budget located at:

Attn: Vivian Cao  
111 NW 1 St.  
Suite 2210  
Miami, Florida 33128  
(305) 375-5368

In order to be complete, an application must include a detailed plan for the work to be performed, and a signed agreement with a licensed contractor for the completion of the work.

Submitted applications will be reviewed for completion and initial eligibility by CRA staff. A meeting will be scheduled with the applicant to discuss the application. If CRA staff believes that the application is incomplete additional information may be requested prior to further processing.

When an application is determined by CRA staff to be complete, a recommendation will be prepared for presentation to the CRA Board at a regularly scheduled Board meeting. The CRA Board will consider the application and the applicant will be notified of the Board's decision within 21 days of the decision being made. The notification may include a request for additional information, a denial, or a Notice to Proceed.

## **REIMBURSEMENT**

All projects must be approved for funding prior to the start of construction.

All reimbursement requests must be accompanied by:

- Contract between homeowner and contractor including Scope of Work.
- Copies of invoice(s) from contractors and subcontractors.
- Copies of checks payable to contractor and/or suppliers with respect to the submitted reimbursement request.
- Scope of Work / write-up with prices approved and signed-off by the Building Code Compliance Officer.
- Pre and Post construction photographs
- Inspection Report signed by County Building Department showing proof of completed acceptable work.
- All applicable contractor/subcontractor insurances including licensing verification
- New roof warranty information, if applicable (minimum five years on replacements, one year for roof repairs).

Applications and RRGP grant awards are not transferable. New property owners must reapply to participate in the RRGP. If the property is sold within three years of completion of the project, the entire grant amount must be repaid to the CRA.

Construction must begin within 90 days from the date of the RRGP award and must be completed within one year of the award date.

All applicants and participants must comply with all RRGP requirements. Failure to comply with RRGP requirements may result in the applicant being dropped from the RRGP and any awards being cancelled. The CRA is the sole interpreter of eligibility requirements. All of the CRA's decisions are final. Projects are not officially accepted into the RRGP until a written agreement between the applicant and the CRA is signed by all required parties.