



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: August 18, 2020

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manager

Subject: **Resolution No. 2684.20 – Renewing the agreements for Dental Insurance and Vision Coverage to Guardian Insurance and Humana with Sapoznik Insurance as the agent of record**

Item Number:

4

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2684.20 as presented.

Background:

I recommend that Sapoznik Insurance be renewed as the agent of record for vision coverage and dental coverage. The resolution renews the following: dental coverage to Guardian Insurance, and vision coverage to Humana.

The Town has received a rate pass for both the vision coverage and dental insurance.

Dental (Guardian) a rate pass, no increase from last fiscal year.

Vision (Humana Vision 130) a rate pass, no increase from last fiscal year.

Fiscal Impact:

No rate increase from what the Town's current monthly rates are for dental and vision insurance.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2684.20

A RESOLUTION OF THE TOWN OF GOLDEN BEACH, FLORIDA, RENEWING THE AGREEMENTS FOR A DENTAL INSURANCE AND A VISION INSURANCE PLAN FOR THE BENEFIT OF THE TOWN OF GOLDEN BEACH EMPLOYEES AND ELIGIBLE DEPENDENTS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council by Resolution 1868.07 awarded to each of Guardian Insurance and Humana Insurance, the lowest responsible bidders, a one year contract with two (2) one-year renewal options (the "Contracts"), to provide dental and vision insurance benefits to Town employees and their eligible dependents; and

WHEREAS, that renewal option expired on September 30, 2010 and the Town has granted annual extensions since; and

WHEREAS, the Town finds that the renewal rates continue to provide a more competitive comprehensive option than a bid option;

WHEREAS, the Town wishes to renew its vision and dental insurance coverage under each of the Contracts; and

WHEREAS, the Town Council finds that renewal of the Contracts is in the best interest of the Town.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. Each of the above recitals are hereby adopted, confirmed and incorporated herein.

Section 2. Proposal Accepted. The proposals to renew the Contracts with Guardian Insurance and Humana, as described and set forth in the Agenda Item Report attached hereto and incorporated herein, and are hereby accepted.

Section 3. Implementation. The Mayor and Town Manager are hereby authorized to take any and all action necessary to implement this Resolution in accordance with its terms and conditions including, but not limited to, the designation of a new agent of record.

Section 4. Effective Date. That this Resolution shall become effective immediately upon approval of the Town Council.

Sponsored by the **Town Administration.**

The Motion to adopt the foregoing Resolution was offered by _____, seconded by _____, and on roll call the following vote ensued:

Mayor Glenn Singer	_____
Vice Mayor Bernard Einstein	_____
Councilmember Judy Lusskin	_____
Councilmember Jaime Mendal	_____
Councilmember Kenneth Bernstein	_____

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach,

Florida, this 18th day of August, 2020.

ATTEST:

MAYOR GLENN SINGER

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY



LISSETTE PEREZ HR MANAGER
TOWN OF GOLDEN BEACH
1 GOLDEN BEACH DR
GOLDEN BEACH, FL 33160

SAPOZNIK INS AGENCY
1100 NE 163RD STREET
2ND FLOOR
N. MIAMI BEACH, FL 33162

Your Guardian employee benefits
renewal package is enclosed

As a valued Guardian customer, we appreciate your business and hope that you are fully satisfied with our plan offerings and services. Our commitment is to continue providing high-quality plans while placing your benefit needs first.

If you have questions about your renewal package or would like information about other benefits available for your employees, we can assist you. Contact your insurance broker or contact your Guardian Group Sales office at:

1511 N. West Shore Blvd., Tampa, Florida, 33607, (813) 472-6080.



**It's renewal
time!**

**Guardian is
here to help.**

RENEWAL INFORMATION FOR

**TOWN OF GOLDEN BEACH
GROUP PLAN # 00429802**

**RENEWAL PERIOD
October 1, 2020 - September 30, 2021**



guardiananytime.com
The Guardian Life Insurance Company of America, New York, NY.

What you'll find in this package

RENEWAL INFORMATION	PAGE
College Tuition Benefit Annual Statement	1
Renewal Rates At-a-Glance	2
Current Plan Benefit Summaries By Product	3
Additional Information on your Guardian coverage	Appendix

Please note:

If your group plan includes multiple lines of coverage, a multi-line discount was used in the pricing. If you do not wish to renew all lines of coverage, please contact us for revised pricing.





College Tuition Benefit Rewards Statement as of 06/16/2020

Plan Number: 00429802

Plan Name: TOWN OF GOLDEN BEACH

Current Lines of Coverage with CTB: Dental

Total Estimated Potential Accumulated Rewards For All Lines of Coverage: \$519,500

Dear Planholder,

Thank you for being a valued Guardian customer. This statement provides a snapshot of the total College Tuition Benefit points earned by your members as a result of being enrolled in one or more of the coverages listed above.

To make sure points are credited to members, they can visit guardian.collegetuitionbenefit.com and register using the following information:

User ID: Plan number, **Password:** Guardian

College Tuition Benefit is a great way to help your employees save money on college education. One Tuition Reward = \$1 in tuition reduction and can be used at over 400 private college and universities nationwide. The example below demonstrates how Tuition Rewards build up each year.

A college tuition benefit that increases each year

Example of how future tuition can be reduced by \$58,500 when the plan participant has four Guardian products (e.g. Dental — with a year 4 bonus of 2,500 rewards, Life, Hospital Indemnity and Critical Illness) over a seven-year period.



Important deadlines for members:

- Students must be added to the program **by August 24** the year he/she starts grade 11
- The last day members can transfer earned rewards to a student **is August 24** of the year he/she starts grade 12

If you have any questions, contact your Guardian Group Sales Representative or send your questions via email to support@collegetuitionbenefit.com. For general information about the College Tuition Benefit program go to guardian.collegetuitionbenefit.com.

Sincerely,

The Guardian Life Insurance Company of America

College Tuition Benefit is a tuition reduction program. This program is currently part of your employee benefit package and addresses a top employee concern -- saving for college. The service is \$0.45 per employee per month for each coverage accumulating the College Tuition Benefit. (i.e. except for Guardian Davis Vision plan Rewards, which are offered by Davis Vision) This is not a separate line item charge for you, but instead reflected in the total premium billed (though not an insurance charge). The Tuition Rewards program is provided by SAGE CTB, LLC. Guardian does not provide any services related to this program. SAGE CTB, LLC is not a subsidiary or an affiliate of Guardian. Guardian reserves the right to discontinue the College Tuition Benefit program at any time without notice. The College Tuition Benefit is not an insurance benefit and may not be available in all states.

Renewal Rates At-a-Glance

This plan is currently offered for Insurance Class 1

DENTAL PLAN RATES - VALUE O1					
Tier	Enrolled Employees	CURRENT		RENEWAL	
		Monthly Rate	Annual Premium	Monthly Rate	Annual Premium
EE	29	\$46.94	\$16,335	\$46.94	\$16,335
EE & SP	9	\$103.90	\$11,221	\$103.90	\$11,221
EE & CH	7	\$132.95	\$11,168	\$132.95	\$11,168
FAMILY	9	\$177.90	\$19,213	\$177.90	\$19,213
TOTAL	54		\$57,937		\$57,937

If you have determined that your group is subject to ACA regulations which require you to include pediatric dental essential health benefits, Guardian can provide these benefits. Please contact your local Sales Office for options.

Current Plan Benefits Summaries

CONTRACT TYPE: DENTAL GUARD 2000

This plan is currently offered for Insurance Class 1

PLAN BENEFITS SUMMARY

Network	In-Network DentalGuard Preferred	Out-of-Network None
Coinsurance		
Preventive	100%	100%
Basic	100%	80%
Major	60%	50%
Deductible	\$25	\$50
Waived for preventive?	Yes	No
Claim Payment Basis	Fee Schedule	Fee Schedule
Maximum	\$1,500	\$1,500
Orthodontia	Included	
Lifetime Maximum	\$1,000	
Coinsurance	50%	
Maximum Rollover		
Threshold		\$700
Rollover Amount		\$350
In-network only rollover		\$500
Max Rollover Limit		\$1,250
Dependent Age Limit		20/26

Plan information is for illustrative purposes only. Please consult plan contract for specific benefit levels.

Additional Dental Information

DENTAL MAXIMUM ROLLOVER SUMMARY

For Benefit Year Ending: 12/31/2020

ROLLOVER ACCOUNT SIZE	NUMBER OF QUALIFYING EMPLOYEES & DEPENDENTS	TOTAL ACCOUNT VALUE
\$0	25	\$0.00
\$1 - \$250	0	\$0.00
\$251 - \$500	16	\$7,461.20
\$501 - \$750	2	\$1,201.20
\$751 - \$1,000	8	\$7,700.00
Over \$1,000	37	\$45,597.80
TOTAL	63	\$61,960.20

14 of your Employees and Dependents currently are eligible for additional Maximum Rollover amounts.

"Benefit Year" refers to the 12-month period during which charges are counted toward this plan's annual maximum.

"Number of Qualifying Employees and Dependents" reflects information available at the time this renewal package was issued. Additional claims will affect this count.

"Eligibility for additional rollover amounts reflects information available at the time this renewal package was issued. Additional claims will affect the eligibility for additional rollover amounts"

Rollover amounts earned in the benefit year ending 12/31/2020 are applied to the members Maximum Rollover Account for use starting the next benefit year.

**Additional information on
your Guardian coverage**



10 Hudson Yards
New York, NY 10001
guardianlife.com

We recognize the significant impact the COVID-19 pandemic has had on your business and your employees' ability to receive dental care.

To help you manage costs and provide affordable, uninterrupted access to dental care, Guardian planholders with dental and vision benefits will be provided the following support at renewal:

Financial assistance for dental and vision plans*

You can elect to receive a one-month premium credit for your fully-insured Guardian dental and vision plans or an extended rate guarantee on dental and vision.

- **Premium credit** – the premium credit will be applied to your second bill after your renewal, beginning with September 2020 renewals through August 2021.
- **Rate guarantee** – you may choose a two-year rate guarantee on both products.**

Contact your broker to discuss the option that best suits your needs. To make your election, please send an email to COVID19@glic.com indicating your choice and include your name, your company name and plan number. Elections must be submitted 30 days prior to your renewal effective date.

Dental benefit enhancements offering more savings and flexibility for members*

Guardian is also enhancing your dental benefits through the end of 2021 to offer more savings and flexibility to members, without any impact to premium or fees.

- **Enhancing frequency limits**
 - We have enhanced frequency limits on cleanings, exams, and fluoride treatments (if applicable) to a minimum of two per calendar year.
 - This will be applied from July 1, 2020 through December 31, 2021.
- **Enhancement for dental plans with Maximum Rollover**
 - For the remainder of 2020, members with Maximum Rollover will no longer have a requirement to submit a claim in order to rollover funds into their account.
 - Effective January 1, 2021, members will have \$100 added to their Maximum Rollover Account so they have more funds to spend on care.

We are committed to delivering the support you need to provide quality benefits to your employees that promote good oral health. We thank you for the trust you place in Guardian.

*Availability of financial assistance and dental benefit enhancements may vary by state. California Knox-Keene plans are excluded.

** Customers in an existing rate guarantee will receive the premium credit option. Rate guarantee not available for groups with less than 51 lives in Florida.



TOWN OF GOLDEN BEACH

One Golden Beach Drive
Golden Beach, FL 33160

MEMORANDUM

Date: August 18, 2020

To: Honorable Mayor Glenn Singer &
Town Council Members

From: Alexander Diaz,
Town Manager

Item Number:

5

Subject: Resolution No. 2685.20 - Approving an Interlocal Agreement for Federally-Funded Subaward with Miami-Dade County for the Reimbursement of Expenses Incurred due to COVID-19, Pursuant to the CARES Act.

Recommendation:

It is recommended that the Town Council adopt the attached Resolution No. 2685.20 as presented.

Background:

When Congress approved the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") it distributed funds to governmental agencies with a population of over 500,000. In South Florida over \$400-million was awarded to Miami-Dade County.

After months of negotiations the County has set aside funding to assist municipalities with Covid-19 related expenses. To access these funds Miami-Dade is requiring the execution of an Interlocal Agreement.

We are recommending that you allow for the Mayor, Attorney and I to execute the final agreed to MOU (the one attached may have some changes) allowing the Town to seek funds.

Fiscal Impact:

The Town has an excess of \$300,000 in requests. It is unknown the value Miami-Dade will provide.

TOWN OF GOLDEN BEACH, FLORIDA

RESOLUTION NO. 2685.20

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT FOR FEDERALLY-FUNDED SUBAWARD WITH MIAMI-DADE COUNTY FOR THE REIMBURSEMENT OF EXPENSES INCURRED DUE TO THE NOVEL CORONAVIRUS DISEASE 2019 (COVID-19) PURSUANT TO THE CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT; PROVIDING FOR AUTHORIZATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on March 12, 2020, the Miami Dade County Mayor issued a Declaration of State of Emergency concerning the Novel Coronavirus Disease 2019 (“COVID-19”) pandemic and subsequently issued various emergency orders to mitigate and slow the spread of COVID-19; and

WHEREAS, on March 13, 2020, President Donald J. Trump issued a proclamation declaring a nationwide emergency due to the COVID-19 pandemic; and

WHEREAS, on March 27, 2020, President Trump signed the Coronavirus Aid, Relief, and Economic Security (CARES) Act (the “CARES Act”) into law; and

WHEREAS, among other things, the CARES Act includes a \$150 Billion Coronavirus Relief Fund for local governments to cover expenses that are necessary expenditures incurred due to the public health emergency with respect to COVID-19, were not included in the budget most recently approved as of March 27, 2020 for the State or local government, and were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020; and

WHEREAS, the State of Florida was allocated \$8.328 billion from the Coronavirus Relief Fund, of which Miami-Dade County, Florida (the “County”) received \$474 million; and

WHEREAS, at the August 4, 2020 Special Meeting of the Miami-Dade Board of County Commissioners (the “Board”), the Board allocated a total of not-to-exceed \$100,000,000 in CARES Act funds to the municipalities in the County as follows: \$75,000,000 for reimbursement of FEMA local match eligible expenditures as well as CARES Act eligible governmental operations expenditures that are not FEMA reimbursable, and \$25,000,000 for municipal programmatic proposals subject to approval in advance by the Board; and

WHEREAS, the Town has closely tracked expenses and applied for reimbursement of eligible costs incurred by the Town associated with the COVID-19 pandemic; and

WHEREAS, the Town desires to enter into an Interlocal Agreement for Federally-Funded Subaward (the “Agreement”) with the County for the reimbursement of eligible expenses related to the COVID-19 pandemic under the CARES Act in substantially the form attached hereto as Exhibit “A”; and

WHEREAS, the Town Council finds that this Resolution is in the best interest and welfare of the residents of the Town.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF GOLDEN BEACH, FLORIDA, AS FOLLOWS:

Section 1. Recitals. That each of the above-stated recitals are hereby adopted, confirmed, and incorporated herein.

Section 2. Approval. That the Town Council approves the Agreement with the County in substantially the form attached hereto as Exhibit “A.”

Section 3. Authorization. That the Town Council hereby authorizes the Town Manager to execute the Agreement with the County, in substantially the form attached hereto as Exhibit "A," with such further revisions or modifications as may be acceptable to the Town Manager and the Town Attorney, and to execute any subsequent amendments or related documents necessary to implement the Agreement, subject to the approval of the Town Attorney as to form, content, and legal sufficiency.

Section 4. Effective Date. This Resolution shall become effective immediately upon adoption.

The Motion to adopt the foregoing Resolution was offered by _____, seconded by _____ and on roll call the following vote ensued:

Mayor Glenn Singer	_____
Vice Mayor Bernard Einstein	_____
Councilmember Jaime Mendal	_____
Councilmember Judy Lusskin	_____
Councilmember Kenneth Bernstein	_____

PASSED AND ADOPTED by the Town Council of the Town of Golden Beach, Florida, this 18th day of August, 2020.

ATTEST:

MAYOR GLENN SINGER

LISSETTE PEREZ
TOWN CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

STEPHEN J. HELFMAN
TOWN ATTORNEY

**INTERLOCAL AGREEMENT
FOR FEDERALLY-FUNDED SUBAWARD**

This Interlocal Agreement (the "Agreement") entered into this ___ day of _____ 2020, by and between Miami-Dade County, a political subdivision of the State of Florida (the "County"), and _____, a municipal corporation located within the geographic boundaries of Miami-Dade County, Florida (the "Municipality", and together with the County, the "Parties").

For purposes of this Agreement, the County serves as the Pass-through entity for a Federal Award, and the Municipality serves as the Sub-Recipient of a Subaward.

WHEREAS, in March 2020, the United States Congress passed, and President Donald Trump signed into law, H.R. 748, the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act"); and

WHEREAS, the CARES Act is a \$2 trillion Federal stimulus package which provided, among other things:

- one-time checks of \$1,200 to Americans earning a certain income;
- \$349 billion in loans to small businesses;
- \$17 billion of assistance to companies deemed crucial to national security;
- grants of \$25 billion for passenger air carriers, \$4 billion for air-cargo carriers, and \$3 billion for certain contractors; and
- a \$150 billion Coronavirus Relief Fund ("CRF") for local governments; and

WHEREAS, the CARES Act requires that payments to local governments from the CRF only be used to cover expenses that:

- are necessary expenditures incurred due to the public health emergency with respect to Coronavirus Disease 2019 ("COVID-19");
- were not included in the budget most recently approved as of March 27, 2020 for the State or local government; and
- were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020; and

WHEREAS, the State of Florida was allocated \$8.328 billion from the CRF, of which the County received \$474 million; and

WHEREAS, the United States Department of the Treasury (the "Treasury") has released guidance for State, territorial, local and Tribal governments pertaining to the CRF ("CRF Guidance"), which was most recently updated on June 30, 2020, and a copy of which is attached to this Agreement as Exhibit 1 and incorporated herein; and

WHEREAS, the Treasury has also released Frequently Asked Questions pertaining to the CRF (“CRF FAQ”), which was most recently updated on July 8, 2020, and a copy of which is attached to this Agreement as Exhibit 2 and incorporated herein; and

WHEREAS, the CRF FAQ provides that CRF payments made by the Treasury to State, territorial, local, and Tribal governments are considered “other financial assistance” under 2 Code of Federal Regulations (C.F.R.) § 200.40; and

WHEREAS, the CRF FAQ further provides that a county receiving CRF payments may, but is not required to, transfer CRF funds to smaller cities within the county’s borders, provided that the transferred funds are used by the cities for eligible expenditures under Section 601(a) of the Social Security Act as implemented in the CRF Guidance; and

WHEREAS, 2 C.F.R. §200.92 states that a “subaward may be provided through any form of legal Agreement, including an Agreement that the County considers a contract”; and

WHEREAS, at the August 4, 2020 Special Meeting of the Miami-Dade Board of County Commissioners (the “Board”), the Board allocated a total of not-to-exceed \$100,000,000 in CARES Act funds to the municipalities in the County as follows: \$75,000,000 for reimbursement of FEMA local match eligible expenditures as well as CARES Act eligible governmental operations expenditures that are not FEMA reimbursable, and \$25,000,000 for municipal programmatic proposals subject to approval in advance by the Board; and

WHEREAS, the primary purpose of this Agreement is to ensure the effective and timely dissemination of CRF dollars to reimburse the Municipality for such eligible expenditures, as permitted by Section 601(a) of the Social Security Act as implemented in the CRF Guidance and FAQ, and as authorized by the Board; and

WHEREAS, this Agreement is not a legal requirement of the Treasury, but rather is a voluntary Agreement to provide funding to the Municipality if all conditions are met to enable the County to remain in compliance with the Treasury’s Office of Inspector General’s memoranda and subsequent addenda regarding CRF Monitoring, Reporting and Record Retention Requirements (the “Treasury OIG Memoranda”), copies of which are attached to this Agreement as Exhibit 3 and 3-1, and incorporated herein,

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

DEFINITIONS

- A. "Contractor" shall mean any entity, public or private, providing services as described in this Agreement.
- B. "Designation of Authority" shall have the meaning set forth in Articles V and VII of this Agreement.
- C. "Events of Default" shall have the meaning set forth in Article XVIII of this Agreement.
- D. "Federal Award" shall mean Federal financial assistance that a non-Federal entity receives directly from a Federal Awarding Agency or indirectly from a Pass-through entity per 2 C.F.R. §200.38.
- E. "FEMA" shall mean the Federal Emergency Management Agency.
- F. "Funds" shall mean any CARES Act CRF funds advanced or transferred to the Municipality for reimbursement of eligible expenditures in accordance with the terms and conditions set forth in this Agreement.
- G. "Pass-through entity" shall mean a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program per 2 C.F.R. §200.74.
- H. "Representative" shall refer to the individual set forth in Article V of this Agreement authorized by the Municipality to act on behalf of the Municipality.
- I. "Request for Reimbursement" shall have the meaning set forth in Article VII of this Agreement.
- J. "Subaward" shall mean an award provided by a Pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal Award received by the Pass-through entity per 2 C.F.R. §200.93.
- K. "Sub-Recipient" shall mean a non-Federal entity, such as a municipality, that receives a subaward from a Pass-through entity to carry out part of a Federal program per 2 C.F.R. §200.93.

SUBAWARD INFORMATION

The following Agreement information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Sub-Recipient's name:	_____
Sub-Recipient's unique entity identifier:	_____
Federal Award Date:	<u>March 13, 2020</u>
Name of Federal Awarding Agency:	<u>U.S. Treasury Department</u>
Name of Pass-through entity:	<u>Miami-Dade County</u>
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	<u>21.019 Coronavirus Relief Fund</u>

**ARTICLE I
REPRESENTATIONS**

- A. The Municipality represents that it is fully qualified and eligible to receive the Funds.
- B. The Municipality certifies that it has the legal authority to receive the Funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Municipality also certifies that the undersigned person has the authority to legally execute and bind the Municipality to the terms of this Agreement.
- C. The Municipality, by its decision to receive the Funds, bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by the County, the Federal Awarding Agency, or any other Federal agencies with audit, regulatory, or enforcement authority.
- D. The County received the Funds from the Federal government, and the County has the authority to transfer such Funds to the Municipality under the terms and conditions outlined herein.
- E. The County, as the Pass-through entity for the Funds, reserves the right to demand that the Municipality comply with all applicable County, State and Federal laws, regulations and policies and take any and all other actions necessary to ensure that the Funds are used in accordance with Section 601(a) of the Social Security Act as implemented in the CRF Guidance.

**ARTICLE II
RESPONSIBILITIES**

- A. The Parties to this Agreement shall work together in a cooperative and coordinated effort, and in such a manner and fashion to ensure the Funds are utilized most effectively and efficiently to respond to and recover from COVID-19.
- B. Both the County and the Municipality are expected to remain in compliance with the CRF Guidance, the CRF FAQ, and the Treasury OIG Memoranda as outlined in Exhibits 1, 2, 3 and 3-1 and as may be amended by the Treasury from time to time. The County's reimbursement of an expenditure will be based on the information available at that time. If further clarification from the Treasury later determines such expenditure to be ineligible, the Municipality shall return any Funds received for such expenditure to the County in accordance with the provisions of Article X of this Agreement.

**ARTICLE III
TERMS OF AGREEMENT**

- A. This Agreement shall become effective upon its execution by both Parties and shall end upon formal notification by the Treasury or its designee that the use of all Funds has been accounted for and accepted, unless terminated earlier as specified elsewhere in this Agreement.

B. The County may terminate this Agreement for cause after seven (7) days written notice. Cause may include, but is not limited to: Funds not being expended in a reasonably timely manner, misuse of Funds, fraud or misrepresentation, lack of compliance with applicable rules, laws and regulations, and refusal by the Municipality to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended. Upon such termination, the Municipality shall, within thirty (30) days, return all unexpended Funds to the County.

C. The Parties may jointly agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement.

D. In the event that this Agreement is terminated, and upon the Municipality's receipt of the notice of termination, the Municipality will not incur new expenditures with the expectation of such expenditures being reimbursed with Funds by the County.

ARTICLE IV LAWS, RULES, REGULATIONS AND POLICIES

Performance under this Agreement is subject to Section 601(a) of the Social Security Act, as added by section 5001 of the CARES Act. Fund payments are subject to the following requirements in the Uniform Guidance (2 C.F.R. Part 200): 2 CFR §200.303 regarding Internal Controls, 2 CFR §§200.330 through 200.332 regarding Sub-Recipient Monitoring and Management, and Subpart F regarding Audit Requirements. Pursuant to the CRF Guidance (Exhibit 1), the CARES Act provides that payments from the Fund may only be used to cover costs that:

A. are necessary expenditures incurred due to the public health emergency with respect to COVID-19;

B. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or local government; and

C. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

ARTICLE V CONTACTS

The County's Contract Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the County's liaison with the Municipality. As part of his/her duties, the Contract Manager for the County shall monitor, review, and document all activities and expenditures for which the Municipality requests reimbursement.

A. The County's Contract Manager for this Agreement is:

Name: Barbara Gomez, CPA
Title: Deputy Finance Director, Miami-Dade County Finance Department
Address: 111 N.W. 1st Street, 25th Floor
Miami, Florida 33128-1900
Telephone: (305) 375-5245
Email: Barbara.Gomez@miamidade.gov

B. The name and address of the Representative of the Municipality ("Representative") responsible for the administration of this Agreement is:

Name: _____
Title: _____
Address: _____

Telephone: _____
Email: _____

C. In the event that different representatives or addresses are designated by either Party after execution of this Agreement, notice of the name, title, and address of the new representative will be provided to the other Party in writing via letter or electronic mail. It is the Municipality's responsibility to authorize its users in the County's On-Line Portal (to be provided). Only the Authorized or Primary Agents identified in Attachment A to this Agreement ("Designation of Authority") may authorize the addition or removal of agency users.

ARTICLE VI ELIGIBLE EXPENDITURES

A. The Municipality may seek reimbursement under this Agreement for the following eligible expenditures incurred during the period beginning March 1, 2020 and ending December 30, 2020:

1. FEMA Public Assistance (PA) local match eligible expenditures;
2. CRF eligible governmental operations expenditures that are not FEMA reimbursable;
and
3. Expenditures for CRF eligible economic support and assistance programs that have been approved in advance by the Miami-Dade Board of County Commissioners.

B. Whenever eligible, the Municipality will seek FEMA reimbursement rather than CRF reimbursement since the CRF can be used more readily to support the public's economic needs due to the impacts of COVID-19.

C. Subject to the availability of Funds, the County will reimburse the Municipality for the FEMA PA local match (currently 12.5 percent) upon receipt of documentation of the Municipality's application to FEMA for reimbursement; provided, however, that if any expenditures by the Municipality are denied reimbursement by FEMA, the Municipality shall return to the County any Funds received for the FEMA PA local match for such expenditures in accordance with the provisions of Article X of this Agreement.

D. CRF eligible governmental operations expenditures that are not FEMA reimbursable include the following:

1. Personnel Costs - Payroll expenses for employees whose service are substantially dedicated to mitigating or responding to the COVID-19 public health emergency such as:
 - a. Park Attendant performing duties to enforce compliance with public health orders
 - b. Unbudgeted overtime to perform functions to mitigate or respond to COVID-19 health emergency
2. Medical Expenses – Examples:
 - a. COVID-19 testing
 - b. COVID-19 tracing
 - c. Medical responses, including emergency transportation
3. Public Health - Examples:
 - a. Communication and enforcement of local health orders
 - b. Acquisition and distribution of medical and protective supplies, such as sanitizing products, personal protection equipment for County employees and workers in connection with COVID-19 public health emergency
 - c. Disinfection of public areas and other facilities
 - d. Public Safety measures undertaken in response to COVID-19 - Quarantine Individuals
4. Actions to Facilitate Compliance Expenses - Examples:
 - a. Food deliveries to residents including senior citizens and other vulnerable populations, to enable compliance with public health precautions
 - b. Improvements to telework capabilities for public employees to enable compliance with public health precautions
 - c. Provide paid sick, family, and medical leave to public employees to enable compliance with public health precautions
5. Miscellaneous Expenditures - Any other COVID-19 related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria and that are not FEMA reimbursable.

E. Requests for Reimbursement by the Municipality for (1) CRF eligible governmental operations expenditures that are not FEMA reimbursable, and (2) expenditures for CRF eligible economic support and assistance programs that have been approved in advance by the Miami-Dade Board of County Commissioners, shall be governed by the requirements and procedures set forth in Article VI(F) and (G) below.

F. Prior to the disbursement of any Funds, the Municipality shall provide all documentation of expenditures for which reimbursement is requested to the County via the County's On-line Portal. The County will then review said documentation for sufficiency and costs for eligibility, and if the County determines that the expenditures are eligible for reimbursement, will reimburse the Municipality for such eligible expenditures in an expedited manner, subject to the availability of Funds. If the County requires additional documentation to determine eligibility, the Municipality shall timely provide such documentation upon written request from the County. If the County determines that the expenditures are not eligible for reimbursement, then no Funds will be disbursed to the Municipality for said expenditures.

G. If any expenditure for which the Municipality received Funds for reimbursement is subsequently determined not to be an eligible expenditure under section 601(a) of the Social Security Act as implemented in the CRF Guidance and CRF FAQ, the Municipality shall return any Funds received from the County for such expenditure to the County in accordance with the provisions of Article X of this Agreement.

ARTICLE VII REQUESTS FOR REIMBURSEMENT

The County, subject to availability of Funds, will provide Funds on a cost reimbursement basis to the Municipality for eligible expenditures approved by the County.

A. Any request for reimbursement by Municipality under this Agreement (a "Request for Reimbursement") must include a certification, signed by an official who is authorized to legally bind the Municipality, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the Report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in this Agreement".

B. The Municipality must complete Attachment A by designating at least three agents to execute any Requests for Reimbursement, certifications, changes to contacts, or other necessary documentation on behalf of the Municipality. Attachment A must be completed electronically and submitted via email to the County Contract Manager (see Article V).

C. The County will review all Requests for Reimbursement and only release Funds for eligible, documented expenditures.

D. The County reserves the right to require on an ongoing basis, including after the disbursement of Funds, any additional certifications and documentation it deems necessary to continue to verify the eligibility of expenditures for which the Municipality received Funds for reimbursement.

ARTICLE VIII PROCUREMENT

A. The Municipality shall ensure that any procurement involving Funds authorized by the Agreement complies with all applicable Federal and State laws and regulations. For this event, the County and funding Federal Agency recognize that noncompetitive procurements may be necessary to save lives, to protect property and public health and to ensure public safety, as well as to lessen or avert the threat of a catastrophe. The President's unprecedented Nationwide Emergency Declaration and the Secretary of Health and Human Services' (HHS) declaration of a Public Health Emergency for COVID-19 establish that exigent and emergency circumstances currently exist. For the duration of the Public Health Emergency, which began January 27, 2020 as determined by HHS, local governments, tribal governments, nonprofits, and other non-state entities may proceed with new and existing noncompetitively procured contracts in order to protect property and public health and safety, or to lessen or avert the threats created by emergency situations for (1) emergency protective measures and (2) to respond to or address COVID-19.

B. If the Municipality contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Municipality must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the County, its employees and/or their contractors, and the Municipality and its employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

ARTICLE IX PAYMENTS

A. Requests for Reimbursement serve as invoices and shall include the supporting documentation for all costs of the project, services or expenditures in detail sufficient for a proper pre-audit and post-audit thereof. The final Request for Reimbursement shall be submitted within thirty (30) days after the expiration of this Agreement.

B. If Funds are not available to satisfy a Request for Reimbursement under this Agreement, as a result of action by the United States Congress, the Federal Office of Management and Budget, the Miami-Dade Board of County Commissioners, the County Chief Financial Officer, or under Article X (B) of this Agreement, all obligations on the part of the County to make any further payment of Funds shall terminate, and the Municipality shall submit its final report within thirty (30) days of receiving notice from the County.

C. If the Municipality separately invests amounts received under this Agreement, the interest earnings or other proceeds must be used to cover expenditures incurred in accordance with Section 601(d) of the Social Security Act and the CRF Guidance (Exhibit 1). If the Municipality deposits Fund payments in its General Accounts, it may use the CRF dollars to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended.

**ARTICLE X
REPAYMENT OF FUNDS**

A. All returns or repayments of Funds due to the County under this Agreement are due no later than thirty (30) days from the date of written notification by the County that such Funds are due, and shall be made payable to the order of "Miami-Dade County" and be mailed directly to the Contract Manager (as stipulated in Article V.

B. The Municipality agrees that the County may withhold Funds otherwise payable to the Municipality upon a determination by the County or the Federal Awarding Agency that Funds exceeding eligible expenditures have been disbursed to the Municipality pursuant to this Agreement.

C. The Municipality understands and agrees that the County may withhold or offset Funds otherwise payable to the Municipality until the return or repayment of any Funds due to the County under this Agreement is satisfied.

**ARTICLE XI
RECORDS**

A. The Federal Awarding Agency, Inspectors General, the Comptroller General of the United States, and the County, or any of the County authorized representatives, (e.g. the Inspector General of the County, the Commission Auditor, Audit and Management Services Department), shall enjoy the right of access to any documents, financial statements, papers, or other records of the Municipality which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Municipality's personnel for the purpose of interview and discussion related to such documents.

B. As required by the County's record retention requirements (Chapter 119, Florida Statutes) and by the Treasury OIG Memoranda (Exhibits 3 and 3-1), the Municipality shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from Funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report.

C. The Municipality shall retain financial records, supporting documents, statistical records, and all other records including electronic storage media pertinent to its use of Funds for a period of five (5) years after the last disbursement of Funds by the County. If any litigation or audit is initiated, or claim made, before the expiration of the five-year period, the records shall be retained until the litigation, audit, or claim has been resolved.

D. As required by 2 C.F.R. §200.303, the Municipality shall take reasonable measures to safeguard protected personal identifiable information and other information the Federal Awarding Agency or the County designates as sensitive or the Municipality considers sensitive consistent with applicable Federal, State, Local, and Tribal laws regarding privacy and obligations of confidentiality.

E. The Municipality shall maintain all records for the Municipality and for all subcontractors or consultants to be paid from Funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of this Agreement.

ARTICLE XII REPORTS

The Municipality shall provide the County with quarterly reports and any other information that may be required in Exhibits 3 and 3-1 and any subsequent Addenda thereto.

ARTICLE XIII MONITORING

A. The County shall have the right to monitor the performance of the Municipality under this Agreement, as well as that of its subcontractors and/or consultants who are paid from Funds provided under this Agreement.

B. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by County staff, desk reviews and/or other procedures. The Municipality agrees to cooperate with any monitoring procedures/processes deemed appropriate by the County.

ARTICLE XIV AUDITS

A. The Municipality shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

B. In accounting for the receipt and expenditure of Funds under this Agreement, the Municipality shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

C. As per this Agreement, audits conducted under 2 C.F.R. Part 200, Subpart F shall be performed in accordance with Generally Accepted Government Auditing Standards ("GAGAS") as issued by the Comptroller General of the United States.

1. If an audit shows that any Funds disbursed to the Municipality were not used by the Municipality in accordance with the terms and conditions of this Agreement, the Municipality shall return said Funds to the County in accordance with the provisions of Article X of this Agreement.

2. The Municipality shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as “an independent certified public accountant licensed under chapter 473.” The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the County no later than nine (9) months from the end of the Municipality’s fiscal year.
3. The Municipality shall send copies of the audit and any Management Letters issued by the auditor to the County’s Contract Manager.

**ARTICLE XV
MANDATED CONDITIONS**

A. Execution of this Agreement constitutes a certification that the Municipality will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et. seq.). Pursuant to 44 C.F.R. §§ 7 and 16, and 44 C.F.R. § 206.11, the Municipality must undertake an active program of nondiscrimination in its administration of disaster assistance under this Agreement.

B. The Municipality agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and Local government services, and telecommunications.

C. The Municipality shall require that the following certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements)—that all such sub-recipients shall certify and disclose to the best of their knowledge and belief that they:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
2. Have not, within a five (5)-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local); and

4. Have not, within a five (5)-year period preceding this Agreement, had one or more public transactions (Federal, State or Local) terminated for cause or default.

If the Municipality is unable to obtain and provide such certification, then the Municipality shall attach an explanation to this Agreement as to why not.

ARTICLE XVI LOBBYING PROHIBITION

The Municipality certifies, by its Representative's signature to this Agreement, that to the best of his or her knowledge and belief:

A. No Funds received by Municipality under this Agreement have been paid or will be paid, by or on behalf of the Municipality, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

B. If any monies, other than Funds received by Municipality under this Agreement, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Municipality shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

C. The Municipality shall require that this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all such sub-recipients shall certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE XVII LIABILITY AND INDEMNIFICATION

The Municipality is solely responsible to the parties it deals with in carrying out the terms of this Agreement. To the extent and within the limitations of section 768.28, Florida Statutes, as amended, the Municipality shall be responsible for and agrees to indemnify and hold harmless and defend the County and its boards, commissions, agencies, officers and employees from and against all third party claims, demands and causes of actions, of any nature whatsoever, directly resulting from the willful misconduct or negligent acts or omissions of the Municipality, its officers, agents, employees, or subcontractors in its performance under this

Agreement. To the extent and within the limitations of section 768.28, Florida Statutes, as amended, the Municipality shall pay all claims and losses in connection therewith and, at the election of the County, shall investigate and defend, or pay for the defense of, all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Municipality expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Municipality shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided. For purposes of this Agreement, Municipality agrees that it is not an agent of the County. Nothing herein shall be construed as consent by the County to be sued by third parties in any matter arising out of any contract.

ARTICLE XVIII EVENTS OF DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the County to make further payment of Funds shall terminate and the County has the option to exercise any of its remedies as set forth in Article XIX:

- A. Any warranty or representation made by the Municipality in this Agreement is or becomes false or misleading in any respect.
- B. The Municipality fails or is unable or unwilling to perform and complete on time any of its obligations under this Agreement.

ARTICLE XIX REMEDIES

If an Event of Default occurs, then the County shall timely provide written notice of the Event of Default to the Municipality. If the Municipality fails to cure the Event of Default within seven (7) days after receipt of such notice from the County, the County may exercise any one or more of the following remedies, either concurrently or consecutively:

- A. Terminate this Agreement, provided that the Municipality is given at least seven (7) days prior written notice of the termination.
- B. Withhold or suspend payment of all or any part of a Request for Reimbursement.
- C. Require that the Municipality return to the County any Funds used for ineligible purposes.
- D. Exercise any other rights or remedies which may be available under law.

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