

Sanchez, Rodzandra (COE)

From: Diaz-Greco, Gilma M. (COE)
Sent: Thursday, June 07, 2018 1:33 PM
To: Sanchez, Rodzandra (COE)
Subject: FW: INQ 18-137 Rebecca Sosa, Miami-Dade County Commissioner (DIST6) (Voting Conflict)
Attachments: 181372.pdf

INQ 18-137 Sosa

From: Centorino, Joseph (COE)
Sent: Thursday, June 07, 2018 11:46 AM
To: Sanchez, Fernando P. (ITD) <Fernando.Sanchez@miamidade.gov>; Aguirre, Betty (DIST6) <Betty.Aguirre@miamidade.gov>; Castro, Vivian (DIST6) <Vivian.Castro@miamidade.gov>; Orbis, Jr Manuel (DIST6) <Manuel.Orbis@miamidade.gov>;
Cc: Turay, Radia (COE) <Radia.Turay@miamidade.gov>; Perez, Martha D. (COE) <Martha.Perez2@miamidade.gov>; Diaz-Greco, Gilma M. (COE) <Gilma.Diaz-Greco@miamidade.gov>; Sanchez, Gerald (CAO) <Gerald.Sanchez@miamidade.gov>; Kirtley, Eddie (CAO) <Eddie.Kirtley@miamidade.gov>
Subject: INQ 18-137 Rebecca Sosa, Miami-Dade County Commissioner (DIST6) (Voting Conflict)

Mr. Fernandez:

You inquired on behalf of Miami-Dade County Commissioner Rebecca Sosa (DIST6) regarding whether Commissioner Sosa would have a prohibited voting conflict under Section 2-11.1(d) of the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance in participating and voting on an add-on item (Legistar #181372) for the Subcommittee on Building Safer Neighborhoods. The item authorizes a grant to the Foundation for New Education Initiatives, a direct support organization to Miami-Dade County Public Schools. This grant money would be used for the purpose of developing programs and initiatives that would deal with the cycle of youth violence in Miami-Dade County.

This inquiry was made in light of Commissioner Sosa's full-time position with MDCPS as curriculum/program facilitator at Lindsey Hopkins Technical Center, an adult educational facility in MDCPS, for services related to the countywide South Florida Workforce one-stop delivery system.

Since MDCPS is a government agency, Commissioner Sosa's employment there has not been deemed, in prior opinions of this agency, to create an automatic voting conflict under Section 2-11.1(d) of the Ethics Code. Further, given the nature of the grant and the purpose for which it is intended, viz, to address issues related to youth violence, it would not appear to have any measurable effect on Commissioner Sosa's position at Lindsey Hopkins, and would not likely create any reasonable possibility that Commissioner would personally profit or be enhanced, directly or indirectly, by participating and voting on this item.

Therefore, it is my opinion that Commissioner Sosa does not have a voting conflict of interest regarding this item, and that she may participate and vote on the item both within the Subcommittee on Building Safer Neighborhoods and before the Board of County Commissioners.

Sincerely,

Joe Centorino

Joseph M. Centorino

Executive Director and General Counsel
Miami-Dade Commission on Ethics and Public Trust
19 W. Flagler Street, Suite 820
Miami, FL 33130
Tel: (305) 579-2594
Fax: (305) 579-0273
ethics.miamidade.gov



From: Fernandez, Alejandro J. (DIST6)
Sent: Wednesday, June 06, 2018 6:40 PM
To: Centorino, Joseph (COE) <Joseph.Centorino@miamidade.gov>
Cc: Aguirre, Betty (DIST6) <Betty.Aguirre@miamidade.gov>; Castro, Vivian (DIST6) <Vivian.Castro@miamidade.gov>; Orbis, Jr Manuel (DIST6) <Manuel.Orbis@miamidade.gov>
Subject: Conflict of Interest Opinion for item 181372 on the June 6, 2018, BSN Subcommittee meeting agenda

Good afternoon, Mr. Centorino:

I hope this email finds you well. I write to you on behalf of Commissioner Rebecca Sosa regarding an add-on item that appears on the final agenda of tomorrow's Building Safer Neighborhoods Subcommittee. The add-on item (Legistar # 181372) which, in part, authorizes a grant to the Foundation for New Education Initiatives, a direct support organization to Miami-Dade County Public Schools. The Commissioner would appreciate your opinion as to whether or not a voting conflict would exist. For your convenience, I have attached the item to this email.

Many thanks in advance for assistance with this matter.

Sincerely,
Alex J. Fernandez

ALEX J. FERNÁNDEZ
Senior Communications Aide & Legislative Assistant
Commissioner Rebecca Sosa, District 6
Miami-Dade County
111 NW 1st Street, Suite 220
Miami, Florida 33128
305.375.5696
alejandro@miamidade.gov

MEMORANDUM BSN Agenda Item No. 3A

TO: Honorable Chairman Ebrahim L. Bore, Jr. and Members, Board of County Commissioners

DATE: June 7, 2018

FROM: Aigard Pizarro-Williams
County Attorney

SUBJECT: Resolution relating to grant funding for the Together for Children Program, authorizing a grant to the Foundation for New Education Initiatives, Inc., a direct support organization to Miami-Dade County Public Schools, in the amount of \$1,047,898.00, inclusive of \$800,000.00 previously received from The Children's Trust and \$247,898.00 in County funding for the Together for Children Program, and authorizing the County Mayor to execute Grant Agreement

The accompanying resolution was prepared by the law services department and passed on the agenda at the request of Honorable Vice Chairman Audrey M. Gilman.

Aigard Pizarro-Williams
County Attorney

A/PW/BSN

Memorandum

Date: July 18, 2018

To: Honorable Chairman Ebrahim L. Bore, Jr. and Members, Board of County Commissioners

From: Carlos A. Gonzalez
Mayor

Subject: Resolution Approving Grant Agreement for the Together for Children Program, authorizing a grant to the Foundation for New Education Initiatives, Inc., a direct support organization to Miami-Dade County Public Schools, in the amount of \$1,047,898.00, inclusive of \$800,000.00 previously received from The Children's Trust and \$247,898.00 in County funding for the Together for Children Program, and authorizing the County Mayor to execute Grant Agreement

RECOMMENDATION: It is recommended that the Board of County Commissioners (Board) approve the attached Resolution relating to grant funding for the Together for Children Program (Program) or Together for Children's. Additionally, it is further recommended that the Board authorize the County Mayor or County Mayor's designee to enter into an Agreement between Miami-Dade County, the School Board of Miami-Dade County (SBOCPS), and the Foundation for New Education Initiatives, Inc. (Foundation), a direct support organization to MDCPS, that authorizes the County to grant up to \$1,047,898.00, inclusive of \$800,000.00 of the funds previously received from The Children's Trust pursuant to Resolution No. B-159-18 and which is granted for a twelve-month period, and \$247,898.00 in County funding, to the Foundation for the Program. The agreement between the County and MDCPS and the Foundation has been approved by the Board on February 6, 2018 and will expire on July 31, 2018 and the twelve-month agreement is subject to and on August 1, 2018, pending County approval. It is recommended that the Board authorize the County Mayor or County Mayor's designee to execute an agreement to effectuate the purpose of this resolution in substantially the form as Exhibit A.

SCOPE: This report is intended to inform the Board of the provisions of these services in compliance.

FISCAL IMPACT/RESOURCES: The total impact to Miami-Dade County for the provision of these services is \$1,047,898.00 from the general fund. Additionally, \$800,000.00 in grant funds previously received from The Trust will also be granted to the Foundation, for a total amount of \$1,047,898.00. MDCPS and the Foundation must operate the Program and provide to local program support.

TRACK RECORD/COMMITMENT: Ann Smith, Sr. Vice President, Director, the Foundation, and MDCPS will be responsible for providing administrative program oversight, programmatic data review and monitoring, which are subject to review by Office of Management and Budget Assistant Director David Wall.

BACKGROUND: On March 21, 2017, this Board adopted Resolution No. B-200-17, which authorized Miami-Dade County's participation in the Together for Children's, an innovative effort to address and control the epidemic of youth gun violence in Miami-Dade County. Together for Children is a collaboration between government, education, business, law enforcement, and criminal justice entities, along with community-based organizations, individual community members, and funding partners. The mission of Together for Children is to leverage resources, experiences, and ideas to create data-driven, neighborhood action plans to address, reduce, and prevent youth violence. Miami-Dade County, the Children's Trust, Miami-Dade County Public Schools and the Foundation for New Education Initiatives, Inc., Together for Children's institutional partners, held the Program's inaugural meeting on April 10, 2018. Over the Program's commencement, several neighborhood planning meetings were held throughout Miami-Dade County with the institutional partners, where over 2,000 concerned residents, community leaders, and organizations were afforded an opportunity to comment, exchange ideas, explore the root causes of youth violence and suggest ideas to combat it.

Together for Children strives to break the cycle of youth violence plaguing the community by identifying and addressing factors that cause and contribute to youth gun violence, delivering targeted prevention and intervention services to children who have demonstrated or shown a likelihood of chronic delinquency and their families, implementing measures to increase youth safety, and developing solutions that empower children and families, and

Honorable Chairman Ebrahim L. Bore, Jr. and Members, Board of County Commissioners
Page No. 3

perpetuates or victims of violence. Increased funding for the upcoming Program year will allow for expansion to an additional six elementary schools.

Carlos A. Gonzalez
Mayor

MEMORANDUM (Revised)

TO: Honorable Chairman Ebrahim L. Bore, Jr. and Members, Board of County Commissioners

DATE: July 18, 2018

FROM: Carlos A. Gonzalez
Mayor

SUBJECT: Agenda Item No.

Please note any items checked.

☒ "Do-It-Yourself" for committee applicable if raised

☐ 4-week report of progress for committee applicable if raised

☐ 4-week notification to municipal officials required prior to public hearing

☐ Decreases revenues or increases expenditures without balancing budget

☐ Budget required

☐ Statement of fiscal impact required

☐ Statement of social equity required

☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing

☐ No committee review

☐ Applicable legislation requires more than a majority vote (i.e., 3/5's, 2/3's, etc.) to approve

☐ Current information regarding funding source, index code and available balances, and available capacity of this is contemporarily required

Agenda Item No.
Page No. 2

WHEREAS, research correlates chronic absenteeism at a young age to poor school performance and impedes control along with early warning indicators, such as difficulties in school, struggles in social interactions, frequent involvement in violent acts and a higher probability for gang membership; and

WHEREAS, as such, Together for Children uses a data-driven approach to identify and provide services to youth who are most at risk for engaging in or being the victims of gun violence; and

WHEREAS, Together for Children is a true collaborative effort that has built on the work of previous collaborative efforts that sought to address youth violence through partnerships with the community most impacted by youth violence; and

WHEREAS, Together for Children strives to break the cycle of youth violence plaguing the community by (1) identifying and addressing factors that cause and contribute to youth gun violence, (2) delivering targeted prevention and intervention services to children who have demonstrated or shown a likelihood of chronic delinquency and their families, (3) implementing measures to increase youth safety, and (4) developing solutions that empower children and families; and

WHEREAS, during Together for Children's first program year, the United Trustway Prevention (United) initiative, the primary school component of Together for Children, provided direct intervention services to 3,220 elementary school children, conducted a total of 242 home visits, and held 117 Trustway Child Study Team meetings; and

Agenda Item No.
Page No. 3

RESOLUTION NO.

RESOLUTION RELATING TO GRANT FUNDING FOR THE TOGETHER FOR CHILDREN PROGRAM, AUTHORIZING A GRANT TO THE FOUNDATION FOR NEW EDUCATION INITIATIVES, INC., A DIRECT SUPPORT ORGANIZATION TO MIAMI-DADE COUNTY PUBLIC SCHOOLS, IN THE AMOUNT OF \$1,047,898.00, INCLUSIVE OF \$800,000.00 PREVIOUSLY RECEIVED FROM THE CHILDREN'S TRUST AND \$247,898.00 IN COUNTY FUNDING FOR THE TOGETHER FOR CHILDREN PROGRAM, AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE GRANT AGREEMENT

WHEREAS, on March 21, 2017, this Board adopted Resolution No. B-200-17, which authorized Miami-Dade County's participation in an innovative effort to address and control the epidemic of youth gun violence in Miami-Dade County; and

WHEREAS, the County partnered with The Children's Trust, Miami-Dade County Public Schools, the Foundation for New Education Initiatives, Inc., a not-for-profit corporation that is a direct support organization to Miami-Dade County Public Schools, Florida Department of Children and Families, Circuit Eleven, Florida Department of Juvenile Justice, Circuit Eleven, Greater Miami Chapter of Commerce, Avenida Division of the 11th Judicial Circuit Court, Miami-Dade County Public Defender's Office, Miami-Dade County State Attorney's Office, Miami Foundation, Office of U.S. Attorney, Southern District of Florida, United Way of Miami-Dade, to develop the Together for Children Program ("Together for Children"); and

WHEREAS, another component of the Together for Children Program that is funded by the County is the One Stop Educational and Community Service Center, which provides transitional services meeting educational students in their transition back to an appropriate educational setting that ensures student success; and

WHEREAS, on February 6, 2018, this Board adopted Resolution No. B-159-18, which authorized the County to receive \$1,200,000.00 in grant funds from The Children's Trust for the Together for Children Program and authorized the County to provide a grant to the Foundation for New Education Initiatives, Inc., in the amount of \$523,849.00, inclusive of \$440,000.00 from The Children's Trust and \$83,849.00 in County funding, for six months of funding for the Together for Children Program; and

WHEREAS, approval to expend the \$800,000.00 balance from The Children's Trust, as well as \$167,898.00 in County funding is now being requested to provide 12 months of funding for the Together for Children Program; and

WHEREAS, this Board also desires to continue to help reduce youth gun violence by supporting Together for Children and anticipates that this collaboration will continue to benefit participating youth and the community as a whole; and

WHEREAS, this Board wishes 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 COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board approves the foregoing resolution, which is incorporated herein by reference.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS
HARVEY RUVIN, CLERK

By _____
Deputy Clerk

VIII. PAYMENT PROCEDURES

Payment Schedule (subject to the availability of funds and annual appropriation)

In the case of notice or communication to MDCBS:

In the case of notice or communication to the Foundation for New Education Initiatives:
Foundation for New Education Initiatives
Attn: Ann de las Pozas
1490 N.E. Second Avenue, Suite 931
Miami, Florida 33132

XI. Indemnification

A. MDCPS shall indemnify and hold harmless Miami-Dade County and its officers, employees, agents and instrumentalities from and any liability, losses or damages, which Miami-Dade County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature including but not relating to or resulting from the safe performance of the Agreement by MDCPS, or its employees, agents, servants, partners, principals or subcontractors. MDCPS shall pay all claims and losses in connection therewith, and shall investigate all claims, suits or actions of any kind or nature in the name of Miami-Dade County, where applicable. Including appropriate proceedings, and shall

WHEREAS, the Miami-Dade County Board of Commissioners ("MDCOCB") and the Foundation for the protection of the services and the MDCOPS and the Foundation are desirous of issuing the following terms, conditions, covenants, and stipulations:

AND WHEREAS, the parties intend to provide for compliance with federal, state and local laws and regulations applying to the provision of educational programs and related services, for Program participants.

NOW THEREFORE, in consideration of mutual covenants hereto made and related and other good causes and considerations, the record of which is hereby acknowledged, the Parties agree as follows:

I. SCOPE OF SERVICES.

MDCOPS and the Foundation agree to render services in accordance with the Scope of Services set forth in the attached Schedule A and attached Schedule B.

MDCOPS and the Foundation will implement the Scope of Services as described in Attachment A entitled "Tanya and Neighborhood Support Services" in a manner deemed reasonable and appropriate in the County. Its Scope of Services rendered or attempted or otherwise performed by MDCOPS shall be subject to the approval of the County Board of Commissioners. In this Agreement as between the County Mayor or County Mayor's Designees and MDCOPS and/or the Foundation, Oversight implementation and monitoring of the Agreement shall be carried out through the County Board of Commissioners and the County administrative staff.

II. BUDGET COMMITMENT.

MDCOPS and the Foundation agree that all expenditures or costs shall be made in accordance with the Budget, which is incorporated into the Agreement and attached herein as Attachment B.

III. EFFECTIVE TERM.

The Parties agree that the effective term of this Agreement shall be August 1, 2018 through July 31, 2023, respective of the date of signature. The County shall not make payments or disburse funds for services performed or costs incurred outside the Effective Term, however the County shall not be bound by this Agreement if the County has not been satisfied by the parties, but will be eligible to perform in accordance with the terms of this agreement. The Foundation agrees that any unpaid and/or uncommitted funds remaining in the program after the effective term shall be returned to the County. The Agreement may be renewed subject to the approval by the Miami-Dade County Board of County Commissioners.

2. The County may suspend payment in whole or in part under this Agreement by providing written notice to M-DCPS and/or the Foundation 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 County shall specify in writing the actions that must be taken by M-DCPS and/or the Foundation as a condition precedent to resumption of payments and shall specify a reasonable date for compliance. The County may also suspend any payments in whole or in part under any other contracts entered into between the County and M-DCPS and/or the Foundation.

5. If, for any reason, MDDPS and/or the Foundation should attempt to renege its obligations under this Agreement through fraud, misrepresentation or material misstatement the County shall, whenever practicable terminate this Agreement by giving written notice to the provider of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. The County may terminate or cancel any other contract which such individual or entity has with the County. Any individual or entity who attempts to renege its contractual obligations with the County through fraud, misrepresentation or material misstatement may be deemed under County contracting for up to five (5) years; and,

C. The County Mayor is authorized to terminate this Agreement on behalf of the County. The Superintendent of Schools or the Superintendent's designee is authorized to terminate this Agreement on the behalf of M-DCPS.

D. Remedy/Remedies: Notwithstanding the above, M-DCPS and/or the Foundation shall not be relieved of liability for the County for damages sustained by the County by virtue of any breach of this Agreement. The County may also seek any remedies available at law or equity to compensate for any damages sustained by the breach. In any action brought in a court of competent jurisdiction arising from this agreement serves as the basis for the action, each party is to bear its own attorney's fees and costs.

XV. PUBLIC RECORDS

The Parties understand the broad nature of those laws and agree to comply with Florida's Public Records Laws and laws relating to records retention. The Parties shall keep and maintain public records required by the School Board to perform the service. The Parties shall keep records

[illegible]

Government Auditing Standards issued by the Comptroller General of the United States (The Yellow Book). The required items are:

- An annual financial statement audit, performed by a CPA firm that is licensed and registered to conduct business with the Florida Department of Business and Professional Regulation.
- An annual Financial Statement Audit conducted in accordance with auditing standards generally accepted in the United States of America, and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, including the requirements of AU-C section 205, "Communicating Internal Control Related Matters Identified in an Audit."

Within communication encompassing the requirements of AU-C section 260, "The Auditor's Communication With Those Charged With Governance":

- A Single Audit conducted in accordance with OMB Circular A-133, "Office of the Inspector General and Non-Profit Organizations," of the Florida Single Audit Act, Florida Statutes 215.07, if applicable.
- A management letter, if a management letter is prepared by Provider's CPA firm, then the CPA firm must expressly concur. In instances that no management letter was issued, the CPA firm must expressly concur.

If Provider's Annual Financial Statement Audit is prepared by the Florida Department of Business and Professional Regulation, the annual financial statement audit, as defined, is the same as the annually (27) calendar days after the close of Provider's fiscal year.

Electronic filing of the annual financial statement audit, as defined, must be sent by the Provider's CPA firm via the online electronic filing system.

If Provider is required to have a Single Audit, it agrees to have its CPA firm submit the schedule of expenditures pertaining to awards, summary schedule of prior audit findings, applicable auditor's reports and the corrective action plan, if applicable.

B. Program-Specific Audit Within one hundred eighty (180) calendar days of the close of its fiscal year, Provider is required to have its CPA firm submit to the individuals and addresses provided in Section X, Notices, a Program-Specific Audit related to the Agreement. In addition to the Annual Financial Statement Audit, The Program-Specific Audit shall be performed by an independent CPA firm that is licensed and registered to conduct business with the Florida Department of Education.

(3) The constituent identifies information for the grant, with each of a minimum should include the name of the establishment, amount and the code number.

C. Progress Reports. The Foundation shall furnish the County and the Children's Trust with quarterly progress reports on the achievement of the Program's goals and objectives and on the progress of the County's efforts to meet the Program's goals and objectives. The Foundation shall submit the reports to the County and the Children's Trust within 15 days after the end of each quarter. The reports shall explain the Foundation's progress for that month and identify how Program funds were expended. The County shall be classified as approved. Said reports are due by the 28th day of the month following the end of the quarter. The County shall submit the reports by the 15th day after the expiration or termination of this Agreement.

D. Programmatic Data Reporting. Demographic and service information for Program participants will be provided to the County. M-CPDS agencies to comply and participate in data collection, reporting and analysis. The County shall submit the following information to the County and Reporting Requirements, incorporated herein and attached herein as Attachment C to confidentiality requirements. In addition, M-CPDS agencies to furnish the County with complete and accurate information for the County and the County shall be responsible for the County, and as described at Attachment C.

F. Monitoring, Management Evaluation and Performance Review. M-CPDS and the Foundation agree to jointly conduct the County's Trust program to monitor, measure and evaluate the Program which is subject of this Agreement. The County shall monitor data and report the results to the County and the Children's Trust. The County shall monitor data and report the results to the County and the Foundation shall permit the County and the Children's Trust to conduct site visits, participant assessment surveys, and other techniques described reasonably necessary to fulfill the purpose of this Agreement. The County shall submit the results of the monitoring and evaluation to the County and the Foundation will notify all stakeholders within the period of time specified in the County. If any deficiencies are not corrected with the specified time, the County may suspend payments or suspend the Agency's participation in the County's Trust program or may limit the County's participation in the County's Trust program. The County shall submit the results of the monitoring and evaluation to the County and the Foundation will notify all stakeholders within the period of time specified in the County. If any deficiencies are not corrected with the specified time, the County may suspend payments or suspend the Agency's participation in the County's Trust program or may limit the County's participation in the County's Trust program. The County shall submit the results of the monitoring and evaluation to the County and the Foundation will notify all stakeholders within the period of time specified in the County. If any deficiencies are not corrected with the specified time, the County may suspend payments or suspend the Agency's participation in the County's Trust program or may limit the County's participation in the County's Trust program.

G. Access to Records. The Parties shall have access to all of the records of the County and the Foundation. The County shall submit the results of the monitoring and evaluation to the County and the Foundation will notify all stakeholders within the period of time specified in the County. If any deficiencies are not corrected with the specified time, the County may suspend payments or suspend the Agency's participation in the County's Trust program or may limit the County's participation in the County's Trust program.

B. Program-Specific Audit. Within one hundred eighty (180) calendar days of the close of its fiscal year, Provider is required to have its CPA firm submit to the individuals and addresses provided in Section X, Notices, a Program-Specific Audit related to the Agreement, in addition to the Annual Financial Statement Audit. The Program-Specific Audit shall be performed by an independent CPA firm that is licensed and registered to conduct business with the Florida

include government engagement resources. This Program-Specific Audit must encompass an audit of the County's Agreement(s) using The Children's Trust's guidelines as specified in Attachment E. Program-Specific Audit Requirements.

C. **Expenditure Letters.** Audit Engagement letters are due to the County within (30) calendar days of the execution of this agreement. Provider agrees to submit an audit engagement letter to the individuals and addresses provided in Section H, Item 6. After submitting an audit engagement letter and any review in a breach of trust, or otherwise, as deemed appropriate by the County.

D. **Cost of Agreement/Service/Delivery.** To receive reimbursement for the provision of the Program-Specific Audit, as defined, Provider must choose from a list of approved CPA fees included in Attachment E-1 of this Agreement.

XIII MISCELLANEOUS

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

The County, MDCPS and Foundation mutually agree that modification of the Scope of Services, Budget, schedule of payment, billing and cash payment procedures, set forth herein and other such matters may be negotiated as a written amendment to the Agreement between the Parties.

Only the County may of the County's design is authorized to make alterations, variations, modifications, extensions or provisions of the Agreement on behalf of the County.

Only the Superintendent of Schools or the Superintendent's designee is authorized to make alterations, variations, modifications, extensions or provisions of the Agreement on behalf of MDCPS.

B. **Assignment of Obligations.** The Parties agree to abide by any applicable laws, rules or County ordinances applicable to this Agreement, whether or not such laws, rules, or County ordinances are expressly mentioned in the Agreement.

MDCPS and the Foundation agree to comply with Title VI of the Civil Rights Act of 1964, Title VII of the Fair Labor Act of 1963, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Fair Labor Standards Act, the Americans with Disabilities Act, and related regulations, and assure that they do not, and will not discriminate against any

Program participant because of or on the basis of gender, race, color, ethnicity or national origin, political beliefs, marital status, age, sexual orientation, social and family background, linguistic performance or ability.

The Parties understand and agree that they are subject to all federal and state laws and School Board policies relating to the accountability of Program participant information. The Parties further agree to comply with the Family Education Rights and Privacy Act ("FERPA"), specifically 34 CFR 99.16.

The Agreement will be entered into in accordance with the laws of the State of Florida. Any dispute with respect to this Agreement shall be subject to federal law and the laws of Florida, venue in Miami-Dade County. Each party shall be responsible for its own attorney's fees and costs incurred as a result of any action or proceeding under the Agreement.

C. **Rate.** MDCPS shall complete an incident report at the point of any serious bodily harm to anyone within the scope of this Agreement or arising out of the performance of the Agreement. MDCPS shall provide written notification of the incident together with a copy of the incident report to the County within 72 working days of the incident. MDCPS shall provide written notification to the County if any legal action is threatened or filed as a result of such an injury within seven (7) days of each such filing.

D. **Notification.** MDCPS shall complete an incident report in the event a Program participant or internally provider makes an allegation of sexual harassment, sexual misconduct or sexual assault to a Program participant or internally provider and MDCPS has knowledge thereof. MDCPS shall provide written notification of the incident together with a copy of the incident report to the County within 72 working days of the incident. MDCPS shall provide written notification to the County if any legal action is threatened or filed as a result of such an alleged incident within seven (7) days of each such filing.

E. **Publicity.** MDCPS and the Foundation agree that activities, services and events funded by the Agreement shall recognize the County and the Children's Trust as Parties in the collaborative effort. MDCPS and the Foundation shall ensure that all public relations, advertisements and signs within its control recognize the County and the Children's Trust for the support of all activities under this Agreement. The use of the County's and the Children's Trust logos is permitted. MDCPS and the Foundation shall use their best efforts to ensure that all media representations, when requiring such activities under the Agreement, are informed that the County is a funding source.

F. **Consent.** MDCPS must obtain parental/legal guardian consent for all

Attachment A Scope of Services FAMILY AND NEIGHBORHOOD SUPPORT SERVICES

1. PROGRAM DESCRIPTION

Together for Children

Together for Children is an innovative collaboration between government, education, business, law enforcement, and justice entities, along with community-based organizations, individual community members, and investment partners. The mission of Together for Children is to leverage resources, experience and ideas to provide data-driven, neighborhood action plans to address, reduce and prevent family violence.

Altered Youth Prevention Program. The Altered Youth Prevention Program (Altered Program) is a community-based program that provides intensive case management and support services to at-risk youth. The program is designed to provide intensive case management and support services to at-risk youth, including but not limited to, substance use, mental health, and behavioral problems. The program is designed to provide intensive case management and support services to at-risk youth, including but not limited to, substance use, mental health, and behavioral problems.

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A. MIDDLE SCHOOL AGED PROGRAM LOCATIONS

Location Number	School	Address	City	Zip Code
Location 1	St. James Catholic School	1100 NW 1st St	Miami	33136
Location 2	St. James Catholic School	1100 NW 1st St	Miami	33136
Location 3	St. James Catholic School	1100 NW 1st St	Miami	33136
Location 4	St. James Catholic School	1100 NW 1st St	Miami	33136
Location 5	St. James Catholic School	1100 NW 1st St	Miami	33136
Location 6	St. James Catholic School	1100 NW 1st St	Miami	33136
Location 7	St. James Catholic School	1100 NW 1st St	Miami	33136
Location 8	St. James Catholic School	1100 NW 1st St	Miami	33136
Location 9	St. James Catholic School	1100 NW 1st St	Miami	33136
Location 10	St. James Catholic School	1100 NW 1st St	Miami	33136

Miami-Dade County
November 1, 2018
Page 1 of 21

Location Number	School	Address	City	Zip Code
Location 1	St. James Catholic School	1100 NW 1st St	Miami	33136
Location 2	St. James Catholic School	1100 NW 1st St	Miami	33136
Location 3	St. James Catholic School	1100 NW 1st St	Miami	33136
Location 4	St. James Catholic School	1100 NW 1st St	Miami	33136
Location 5	St. James Catholic School	1100 NW 1st St	Miami	33136
Location 6	St. James Catholic School	1100 NW 1st St	Miami	33136
Location 7	St. James Catholic School	1100 NW 1st St	Miami	33136
Location 8	St. James Catholic School	1100 NW 1st St	Miami	33136
Location 9	St. James Catholic School	1100 NW 1st St	Miami	33136
Location 10	St. James Catholic School	1100 NW 1st St	Miami	33136
Location 11	St. James Catholic School	1100 NW 1st St	Miami	33136
Location 12	St. James Catholic School	1100 NW 1st St	Miami	33136
Location 13	St. James Catholic School	1100 NW 1st St	Miami	33136
Location 14	St. James Catholic School	1100 NW 1st St	Miami	33136
Location 15	St. James Catholic School	1100 NW 1st St	Miami	33136
Location 16	St. James Catholic School	1100 NW 1st St	Miami	33136
Location 17	St. James Catholic School	1100 NW 1st St	Miami	33136
Location 18	St. James Catholic School	1100 NW 1st St	Miami	33136
Location 19	St. James Catholic School	1100 NW 1st St	Miami	33136
Location 20	St. James Catholic School	1100 NW 1st St	Miami	33136

One Stop

The One Stop Educational and Community Service Center represents a partnership between the Juvenile Justice System, Juvenile Services Department and Miami-Dade County. The One Stop Educational and Community Service Center represents a partnership between the Juvenile Justice System, Juvenile Services Department and Miami-Dade County. The One Stop Educational and Community Service Center represents a partnership between the Juvenile Justice System, Juvenile Services Department and Miami-Dade County.

Page 2 of 21

Program participants and share information with the County and the Children's Trust for monitoring and evaluation purposes. MDCPS will ensure that County participants to sign a voluntary Consent to Photograph form, incorporated herein and attached hereto as Attachment C. The signed consent form for photography will be maintained by MDCPS, with a copy filed in the participant's record. The consent shall be part of the Program participant's registration form, and signed by participants before services are received and assessments are administered. Any request for consent not properly documented or signed by the parent or legal guardian on the consent form.

G. **Headings, Use of Singular and Plural.** Paragraph headings are for convenience only and are not intended to restrict or restrict the scope or substance of the provisions of the Agreement. Whether use words, the singular shall include the plural and plural shall include the singular and plurals shall be read as masculine, feminine, or neutral, as the context requires.

H. **Table of Agreement/Service/Delivery of Provisions.** These provisions (18) pages of the Agreement with its exhibits on the first page of the Agreement and with its exhibits as referenced below consist of the terms and conditions agreed upon by the Parties.

Attachment A: Scope of Services
Attachment B: Budget
Attachment C: Programmatic Data and Reporting Requirements
Attachment D: Photography/Video Consent Form
Attachment E: The Children's Trust Program-Specific Audit Requirements
Attachment F: CPA Vendor Pool List
Attachment G: Amended Contract No. 1821-7000 between Miami-Dade County and the Children's Trust

No other agreement, oral or otherwise, regarding the subject matter of the 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 the Agreement shall not be affected and if such remainder would then continue to conform to the terms and requirements of applicable law.

Page 1 of 21

IN WITNESS WHEREOF, the Parties have caused the AGREEMENT to be executed in their respective corporate names and their corporate seals to be affixed to this authorized officers, all on the day and year first set forth above.

THE SCHOOLS BOARD OF MIAMI-DADE COUNTY, a political subdivision of the State of Florida

By: Superintendent of Schools or Designee

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: Attorney for School Board

APPROVED AS TO INSURANCE REQUIREMENTS:

By: Risk Management

FOUNDATION FOR NEW EDUCATION

By: SUPERVISOR OF SCHOOLS

By: SUPERVISOR OF SCHOOLS

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out of the Juvenile Justice System, through the One Stop Educational and Community Service Center, to provide intensive case management and support services to at-risk youth. The Center is designed to provide intensive case management and support services to at-risk youth, including but not limited to, substance use, mental health, and behavioral problems. The Center is designed to provide intensive case management and support services to at-risk youth, including but not limited to, substance use, mental health, and behavioral problems.

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[illegible][illegible]

ATTACHMENT E-2

**CHILD CARE
ATTestation of GOOD MORAL CHARACTER**

Name of Person _____

County _____

Before me this day personally appeared _____, who being duly sworn, depose and swear that:

I am qualified to appraise and certify the good moral character of an individual who is or is applicant to volunteer as a caregiver in a child care facility, and I affirm and swear by penalty of perjury that I made the moral character requirements of 22 C.F.R. 101.100-101.105.

I have not been arrested with different punishment for a felony guilty of negligence of supervision, or entered a plea of guilty to or confessed to guilty to, or have been adjudicated delinquent and the record has not been used or expunged for a crime involving child abuse or neglect, or any other crime that would disqualify an individual from being employed in a child care facility.

Background

_____, who is _____ years of age, was born _____, and is currently residing at _____, _____, _____, Illinois. _____ is _____ years of age, was born _____, and is currently residing at _____, _____, _____, Illinois.

_____, who is _____ years of age, was born _____, and is currently residing at _____, _____, _____, Illinois. _____ is _____ years of age, was born _____, and is currently residing at _____, _____, _____, Illinois.

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[illegible]

Confidence Requirement	Program-Specific Audit Implications	Example
	<p>Re the <u>Contract</u>, the provider should be tested if:</p> <ul style="list-style-type: none"> 1) Proof of all costs (other than those in <u>Section C</u>) of the Contract is submitted to the Auditor. 2) Auditor should verify that all incurred costs for the contract have been paid. 3) Data security obligations (further described in <u>Section C</u> of the Contract): <ul style="list-style-type: none"> a) Auditor should verify provider's data security. b) Subcontractor agreements (if applicable). 4) Auditor should obtain and document all other agreements made with subcontracted parties. Additionally, the auditor should obtain and understand any provider monitoring procedures. 5) Marketing Costs: <ul style="list-style-type: none"> a) In some cases, a completed invoice is contracted. It will be indicated in <u>Section C</u>. b) <u>Value Transfer</u> of the Contract: verify the provider's use of the contract to verify that provider maintains documentation to back up contract requirements. 	
<p>The independent auditor's <u>audit</u> tool must have the <u>audit</u> use considered in accordance with the <u>audit</u> use generally accepted by the <u>audit</u> use. The <u>audit</u> use should be used to verify the <u>audit</u> use to finance audits contained in <u>Healthcare Audit Standards</u>, issued by the <u>Comptroller General of the United States</u> and (3) the <u>Program-Specific Audit Requirements</u> listed in the <u>Contract's</u> <u>audit</u> contract.</p>		

[illegible]

ATTACHMENT-E.3



Child Abuse & Neglect reporting requirements

All child care personnel are mandated by law to report their SUSPICIONS of child abuse, neglect, or exploitation to the Florida Abuse Hotline in accordance with section 39.01(2), Florida Statute.

Child care personnel must report the following information and information obtained from child abuse and neglect:

- "Child abuse and neglect" as defined in section 39.01, Florida Statute, as "there is threatened harm to a child's health, mental or physical or welfare or the child's care, or actions by a parent, adult, or other person responsible for the child's care, or actions by a parent, or a person of reporting requirement in any person,

Information to report:

- Child abuse or neglect? • Unexplained bruises, lacerations, or abrasions
 - Obscured abuse or neglect? • Inappropriate in the daily life function, (disposition, ...)
- Reports must be made immediately to the Florida Abuse Hotline Information System by
 - Reporting at 1-800-352-9435 (1-800-345-3873), or
 - Fax at 1-800-352-9435, or
 - Online at www.floridahotline.org

Notes:

- **Section 39.01(2), Florida Statute** requires that child care personnel to section 39.01(2), Florida Statute, constitute a violation of the statute or a person 401 - 402.11, various counties, and in some cases, or **Section 39.01(2), Florida Statute**. It is each child's responsibility to report suspected child abuse and/or neglect.
- All reports are confidential. However, persons who are mandated reporters (such as personnel) are mandated to report child abuse and neglect to the Florida Abuse Hotline.
- It is important to give accurate names and back information as possible when making a report.
- **Section 39.01(2), Florida Statute** requires that child care personnel to report child abuse and neglect to the Florida Abuse Hotline.
- **Section 39.01(2), Florida Statute** requires that child care personnel to report child abuse and neglect to the Florida Department of Children and Families ("Department") website at www.floridahotline.org and select "Training Resources" and "Department of Children and Families Reporting Child Abuse and Neglect" for child care providers. This course is provided for the various types of child abuse and neglect. It is important to be clear about the legal responsibility of reporting, and the proper procedure for reporting child abuse and neglect to a supervisor at sections 402.002 and 402.013, Florida Statute. The course is offered both online and in person with instruction through Florida.

This document is valid only on _____, 20____.

 Title _____
 State of _____

Based on mandated the information and my mandated reporting requirements.

[illegible][illegible]


Attachment II

CHILD INFORMATION FORM

Child's Last Name _____ First _____ Middle _____		
Child's Date of Birth (mm/dd/yyyy) [][]/[][]/[][][][] Child's Gender <input type="checkbox"/> Male <input type="checkbox"/> Female		
Child's 4 Digits ONLY of Child's Social Security # [][][][] No SSN <input type="checkbox"/>		
Child-Care Center or Public School ID# [][][][][][][] No FOCUS ID <input type="checkbox"/>		
Child's Current School _____		
Does your child Proficient in English? <input type="checkbox"/> Yes <input type="checkbox"/> No If language(s) Spoken in the home <input type="checkbox"/> Spanish <input type="checkbox"/> Russian-Chinese <input type="checkbox"/> Other <input type="checkbox"/> None		
Address _____ City _____ ZIP Code _____		
Life Insurance <input type="checkbox"/> Financial <input type="checkbox"/> Hospital <input type="checkbox"/> Dental <input type="checkbox"/>		
Race (select only one) <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Hispanic/Latino <input type="checkbox"/> White <input type="checkbox"/> Multiracial		
Child's Current Grade [][]		
Do you have Child Health Insurance (ex., private insurance, Medicaid, Medicare)? <input type="checkbox"/> Yes <input type="checkbox"/> No Note: we may be able to help you find affordable coverage call 211 or visit www.aahca.org/medicaidinfo		
Primary Caregiver (Full name) _____		
Emergency Caregiver Email _____		
Primary phone [][][]-[][][]-[][][][][]		

[illegible]

KJW-2019


The Children's Trust

AN ORDER FOR PHOTOGRAPHY AND VIDEO RELEASE

I, _____ the parent or guardian of _____ hereby authorize and give consent to service providers and the staff of The Children's Trust of Miami-Dade County as follows:

I hereby:

☐ consent and authorize or ☐ do not consent and authorize

_____ to take/use still photographic, digital photographs, motion pictures, filmstrips, videotapes, television- and/or videorecorded recordings (hereinafter "recordings") of me, my children, or my wards for educational, research, communication, and public relations purposes.

Signature of Parent or Guardian

Signature of Representative

Date _____ Date _____

Any such recordings may reveal your identity through the images held without any compensation to you, your children or wards.

And all Recordings taken of you, your children or wards shall be the sole property of The Children's Trust.

With regard to the use of any Recordings taken of you, your children or wards, you hereby waive all present and future claims any law here against The Children's Trust of Miami-Dade County, its staff, service providers, employees, affiliates and Board members.

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116