



**MIAMI-DADE COUNTY
FINAL OFFICIAL MINUTES
Miami-Dade Economic Advocacy Trust (MDEAT)**

Stephen P. Clark Center
111 Northwest 1st Street
2nd Floor Conference Room
Miami, Florida 33128

November 18, 2015
As Advertised

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Board of County Commissioners

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CLERK'S SUMMARY AND OFFICIAL MINUTES
MIAMI-DADE ECONOMIC ADVOCACY TRUST MEETING
NOVEMBER 18, 2015

The Miami-Dade Economic Advocacy Trust (MDEAT) convened a meeting in the Stephen P. Clark Center, 111 NW 1st Street, 3rd Floor Conference Room on November 18, 2015, at 3.39 P.M. The following MDEAT members were present: Chairman Cornell Crews Jr., Ms. LaTonda James, Dr. Larry D. Capp, Mr. Kareem Coney, Mr. Craig Emmanuel, Dr. Steve Gallon III, Ms. Althea Harris, Ms. Michelle LaPiana, Ms. Charlotte Pittman, Mr. Ruban E. Roberts and Mr. Elbert Water. Ms. Cheryl Mizell, Mr. Brian Williams, Ms. Katrina Wright and Mr. Sheldon Edwards were absent.

ROLL CALL

The following staff members were present: MDEAT Executive Director John Dixon, Mr. Jose Gonzalez, Ms. Traci Pollock, Mr. Eric Johnson, Mr. William Simmons, Mr. Ralph McCloud, Dr. Ischaji Robertson, Assistant County Attorney Terrence Smith, and Deputy Clerk Kerry Khunjar.

~ **DISCLOSURE OF CONFLICTS OF INTEREST**

Ms. Charlotte Pittman voiced her preference for not participating in discussions or voting on Agenda Item 1E – MDEAT Agreements for Children's Trust Grant.

~ **QUERY FOR EARLY DEPARTURES**

There were no requests for early departure.

~ **STATEMENT OF RULES OF DECORUM FOR MDEAT**

Chairman Crews Jr. read into the record the statement of rules of Decorum for MDEAT.

Chairman Crews Jr. reminded Trust members that immediately following today's (11/18) meeting, there would be an Ethics Training Course to facilitate all non-compliant members.

~ **PUBLIC COMMENTS**

Chairman Crews Jr. opened the floor to public comments; and upon seeing no one appear wishing to speak, closed the floor for public comments.

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~ APPROVAL OF AGENDA

Chairman Crews Jr. inquired if there were any additions to the Agenda.

Mr. Kareem Coney requested the Trust members consider a non-agenda item proposing an increase in the parking surcharge from \$3.00 to \$5.00 to generate additional revenue for Teen Court.

It was moved by Mr. Waters that the November 18, 2015 Miami-Dade Economic Advocacy Trust (MDEAT) Agenda be approved. This motion was seconded by Mr. Coney, and upon being put to a vote, the motion passed by a vote of 10-0; (Dr. Capp, Ms. Mizell, Mr. Williams, Ms. Wright and Mr. Edwards were absent.)

~ APPROVAL OF MEETING MINUTES

It was moved by Mr. Coney that the minutes for September 16, 2015 and October 21, 2015 Miami-Dade Economic Advocacy Trust (MDEAT) meetings be approved. This motion was seconded by Mr. Waters, and upon being put to a vote, the motion passed by a vote of 10-0; (Dr. Capp, Ms. Mizell, Mr. Williams, Ms. Wright and Mr. Edwards were absent.)

I. **BOARD ACTION ITEM**

A. **ECONOMIC DEVELOPMENT RECOMMENDED ACTIONS**

Mr. John Dixon, Executive Director for Miami-Dade Economic Advocacy Trust (MDEAT), provided a brief overview of the foregoing item. He directed the Trust members' attention to pages 30 and 31 of the MDEAT Agenda Package which delineated the recommended economic development activities for fiscal year (FY) 2015-2016 as proposed by the Economic Development Action Committee (EDAC).

Chairman Crews added that staff believed the recommended actions were all viable.

Dr. Gallon III asked if the \$35,000.00 allocation was aligned to all the recommended economic activities listed on page 31 of the MDEAT Agenda Package and if there was an itemized allocation for each activity.

Mr. Dixon confirmed that the total allocation for the recommended economic development activities would not exceed \$35,000.00 and noted that an itemized breakdown was distributed at the EDAC.

Chairman Crews requested a copy of the itemized breakdown be provided to the Trust members.

Multiple trust members and Mr. Dixon noted that the itemized Economic Development Budget Recommendations for FY 2015-2016 could be found on page 34 of the MDEAT Agenda Package.

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It was moved by Ms. Pittman to approve the request to authorize the implementation of economic development activities as outlined in the EDAC Recommended Actions for FY 2015-2016, in an amount not to exceed \$35,000.00. This motion was seconded by Ms. LaPiana.

Chairman Crews opened the floor for discussion.

Dr. Gallon III requested additional information from staff regarding the use of minority owned businesses and organizations as vendors and services providers, in keeping with MDEAT's mission.

Mr. Dixon directed the Trust members' attention to the narratives on page 34 of the MDEAT Agenda Package. He noted that the MLK Expo 2016 showcased minority vendors and small businesses to the community, providing them with an opportunity to network and partner with other small businesses. Mr. Dixon explained that the Breakfast Series also provided outreach initiatives and services to minority small businesses and was aimed at providing information about marketing and funding.

Dr. Gallon III clarified that he was interested in learning more about the vendors and service providers used to organize and facilitate the events and whether they were minority owned and/or operated entities.

Responding to Dr. Gallon III's question, Mr. Dixon noted that staff made every effort to enlist minority vendors for all expositions and typically utilized Black owned restaurants within the specific Targeted Urban Area (TUA) the Breakfast Series would be held.

Dr. Gallon inquired about the success of the Breakfast Series events.

Mr. Dixon reported mixed results for the series. He noted that the first Breakfast Series event was held in North Dade and was catered by a Denny's, whose franchisee was Dr. Robinson, a minority business owner. Mr. Dixon stressed that while all attempts were made to use black owned restaurants, it was not possible in all areas.

Dr. Gallon III recommended using popular, small minority owned restaurants such as Lorna's, Jackson's, MLK and Arlene's to promote more synergy between the communities and MDEAT.

Mr. Dixon noted that Jackson's restaurant had been used in the past for both the Breakfast Series and the Homeownership Assistance Program (HAP) Breakfast Series.

Ms. Harris inquired how the recommendations listed on Page 31 of the MDEAT Agenda were related to the expenditures and narratives listed on Page 34. She spoke about the Trust's duty to be more specific about expenditures and how they related to economic development. Ms. Harris expressed her concerns regarding the four action recommendations made by EDAC which did not appear to be related to the events included in the proposed budget/allocations.

Mr. Dixon reviewed the action recommendations and the corresponding expenditure event. He noted that the first and last action recommendations, to "Provide greater access to information regarding business opportunities," and to "Develop a mentorship program for small businesses," were directly related to "Investment in TUA Initiatives," while the second and third recommendations to "Create symposiums as a delivery system of resources for technical assistance to small business," and to

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"Organize franchise exposition and training," were aligned to the North Central Dade Expo 2016 and MLK Expo 2016.

Ms. Harris asked if the Breakfast Series aligned with the first recommendation to "Provide greater access to information regarding business opportunities."

Mr. Dixon confirmed that the Breakfast Series provided funding and loan information to small businesses.

Ms. Harris' inquired if the \$14,000.00 allocated to "Investment in TUA Initiatives" included the mentorship program.

Mr. Dixon admitted that he was not aware of the mentorship program being included or accounted for in the above specified expenditure.

Chairman Crews clarified that the EDAC recommended developing a mentorship program as well as organizing franchise exposition and training.

Ms. Harris confirmed that the mentorship program and franchise exposition and training recommendation aligned with the "Investment in TUA Initiatives" expenditure.

Mr. Roberts recommended utilizing an entity to quantify the economic development impact the programs and initiatives had on the community. He spoke about the importance of tracking the progress and opportunities created by the various programs in an attempt to understand how to better serve the community.

Responding to Mr. Roberts' recommendations, Ms. Pittman reported it was the intent of the EDAC to track the outcome of the programs and to be more specific than the "First year Outcomes."

Hearing no further questions or discussion, the motion was passed by a vote of 11-0. (Ms. Mizell, Mr. Williams, Ms. Wright and Mr. Edwards were absent.)

Later during the course of today's (11/18) meeting, Ms. Pittman moved to reconsider Action Item 1A. This motion was seconded by Ms. James and passed by a vote of 11-0. (Ms. Mizell, Mr. Williams, Ms. Wright and Mr. Edwards were absent.)

Mr. Roberts re-offered a friendly amendment to include measureable outcomes for each recommended action.

It was moved by Mr. Roberts to approve the request to authorize the implementation of economic development activities as outlined in the EDAC Recommended Actions for FY 2015-2016, in an amount not to exceed \$35,000.00; with an amendment to include measureable outcomes for each recommended action. This motion was seconded by Ms. Pittman.

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Discussion ensued between Dr. Gallon III and Ms. Harris regarding the language of the recommendations included in the economic development recommendation action chart and staff's involvement in refining stakeholders input.

Mr. Simmons reassured the Trust members that the recommendations listed on the action chart were based on the input of the public but had been reviewed and synthesized by the EDAC and staff.

Dr. Gallon III thanked Mr. Simmons for clarifying of the process.

Ms. Pittman welcomed suggestions from her colleagues regarding the identification of measureable outcomes.

Chairman Crews stated that it would be appropriate to identify and delineate measureable outcomes at the next EDAC meeting and present them to the Board of Trustees at a later date.

Hearing no further questions or comments, and upon being put to a vote, the motion was passed by a vote of 10-1. (Dr. Gallon III voted "No"; Ms. Mizell, Mr. Williams, Ms. Wright and Mr. Edwards were absent.)

B. 2015-2016 ECONOMIC DEVELOPMENT BUDGET

Chairman Crews read the title of the foregoing item into the record.

Mr. John Dixon, Executive Director for MDEAT, advised the Trust members that the foregoing item was discussed in conjunction with Action Item 1A.

Chairman Crews opened the floor to questions.

Responding to Ms. Harris' question about the EDAC budget, Mr. Dixon noted that EDAC's total budget was \$143,000.00; from which \$35,000.00 was being allocated today.

It was moved by Mr. Waters to approve the attached Economic Development Budget for FY 2015-2016, in an amount not to exceed \$35,000.00. This motion was seconded by Ms. Pittman.

Chairman Crews opened the floor for discussion.

Dr. Gallon III inquired if the \$35,000.00 allocation was the entire amount earmarked for economic development for the fiscal year.

Ms. Pittman confirmed that \$35,000.00 was the total allocation for economic development for FY 2015-2016, and advised the Trust members that EDAC was exploring additional resources to save money in order to hire an economic development specialist in 2016.

Mr. Roberts asked if future budget allocations could be made for additional projects and initiatives.

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Mr. Dixon explained that while the budget for economic development would be finalized upon today's (11/18) vote, it did not preclude the Trust from engaging in other collaborative initiatives.

Dr. Gallon III restated his initial question regarding the percentage of the total EDAC budget allocated to economic development.

Mr. Dixon explained that for FY 2015-2016, 25 percent of the EDAC budget was set aside for economic development projects and initiatives.

Discussion ensued between Mr. Coney and Mr. Waters regarding the economic development action recommendations before the Trust today (11/18).

Mr. Waters pointed out that the recommendations were a result of the input of key stakeholders at the MDEAT 2015 Economic Summit and prioritized according to the needs of the community.

Ms. Pittman added that the recommendations were also reflective of staff's input in terms of what was considered viable and realistic given the resources.

Mr. Coney read the "First Year Outcome" listed for the first recommendation on the Economic Development Recommendation Action Chart found on Page 31 of the MDEAT Agenda Package and questioned how a "Miami Dade County web page for posting of small business opportunities" could be considered an economic development in light of the intent of the funding.

Ms. Pittman explained that the "outcomes" listed on the action chart were developed by staff and admitted that they could be developed further on a Committee level. She noted that webpage and website design and access were all topics of concern at the Economic Summit.

Mr. Coney reiterated the focus of the recommendations were to promote and improve economic development and questioned how a webpage would have this effect.

Ms. Pittman pointed out that awareness and access to resources were critical in improving economic development. She noted that improving webpages and website design would help small businesses retrieve the information needed to promote growth.

Mr. Waters stressed that the recommendations were the result of public input from the Summit.

Chairman Crews noted that FY 2015-2016 was particularly short and explained that the EDAC would be returning in December with a new business plan and proposal for FY 2016-2017.

Mr. Coney reported that the Revenue Maximization Committee (RMC) was focused on identifying and exploring alternative funding avenues to increase economic development investments in the community.

Dr. Gallon III noted that the budget narratives accompanying the Economic Development Budget Recommendations for FY 2015-2016 on Page 34 of the MDEAT Agenda Package were reflective of past accomplishments but did not accurately capture or articulate future objectives or what the funding would be used for. He read the narratives currently accompanying the expenditures listed for Martin

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Luther King (MLK) Expo 2016 and North Central Dade Expo 2016 and made suggestions as to how these narratives could be improved to reflect how the funds would be used at the upcoming events.

Mr. Coney echoed the sentiments expressed by Dr. Gallon III regarding the lack of itemized and specific information in the attached narrative.

Chairman Crews explained that the funds budgeted to each event has been consistent for several years and none of the events had ever spent more than the amount allocated. He noted that the MLK Expo had been operating with a budget of \$10,000.00 for several years.

Ms. Harris inquired if \$10,000.00 was needed to host the event and what was done in the event there was money left unused.

Mr. Dixon noted any excess or unused funds were returned to the EDAC budget and could be used for other projects.

Discussion ensued between Chairman Crews and Ms. Harris regarding the return of unused funding to the EDAC.

Mr. Coney suggested amending the language of the memorandum to read "The fiscal impact of this item will not exceed thirty-five thousand dollars (\$35,000.00).

Discussion ensued between Chairman Crews and Mr. Coney about a prospective amendment to the language of the memorandum.

Dr. Gallon III clarified that while the recommendations were made by key stakeholders at the MDEAT 2015 Economic Summit and the EDAC, the final decision was that of the Trust.

Mr. Roberts offered a friendly amendment to include measureable outcomes for each recommended action and to include updates to the budget narrative.

Ms. Pittman pointed out that the only item before the Trust at this time was the approval of the budget, Action Item 1B.

Hearing no further questions or comments, the motion was passed by a vote of 10-1. (Dr. Gallon III voted "No"; Ms. Mizell, Mr. Williams, Ms. Wright and Mr. Edwards were absent.)

Discussion ensued regarding the amendments offered by Mr. Roberts and its timeliness.

Chairman Crews clarified that the motion before the Trust members at this time was to approve the attached Economic Development Budget for FY 2015-2016, in an amount not to exceed \$35,000.00; with an amendment to include updates to the narrative.

Assistant County Attorney Terrence Smith recommended a reconsideration of prior votes to allow Action Items 1A and 1B to be correctly amended.

Ms. Pittman moved to reconsider Action Items 1A and 1B. This motion was seconded by Ms. James and passed by a vote of 11-0. (Ms. Mizell, Mr. Williams, Ms. Wright and Mr. Edwards were absent.)

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Hearing no further questions or comments, it was moved by Ms. Harris to approve the attached Economic Development Budget for FY 2015-2016, in an amount not to exceed \$35,000.00; with an amendment to include updates to the narrative. This motion was seconded by Ms. James and passed by a vote of 10-1. (Dr. Gallon III voted "No"; Ms. Mizell, Mr. Williams, Ms. Wright and Mr. Edwards were absent.)

C. ANNUAL SCORECARD (FIU)

Mr. John Dixon, Executive Director for MDEAT, provided a brief overview of the purpose and background of the foregoing item. He noted that the total fiscal impact of the item was an amount not to exceed \$38,000.00.

Chairman Crews opened the floor for questions.

Ms. Harris asked for clarification as to whether a scorecard already existed.

Mr. Dixon explained that MDEAT was mandated by its governing ordinance to produce a Report Card/Scorecard and report its findings to the Miami-Dade County Board of Commissioners on an annual basis. He noted that a scorecard was published last year and the foregoing item would serve as an update.

Ms. Pittman added that the update was for the 2014 MDEAT Report Card and Score Card, also considered the "baseline."

Responding to Mr. Coney's question about funding for the study and report, Mr. Dixon confirmed that the costs would be sourced from general funds.

Discussion ensued between Ms. Pittman and Mr. Dixon about the procurement process.

It was moved by Ms. Pittman to authorize staff to enter into an agreement with Florida International University (FIU) and expend an amount not to exceed \$38,600.00 for FY 2015-2016 and FY 2016-17, to develop the ordinance-mandated report card and score card. This motion was seconded by Ms. James.

Chairman Crews opened the floor for discussion.

Mr. Roberts recommended the Trust members consider using a private minority firm or private minority College/University to facilitate the update.

Mr. Dixon stated that the firm or institution used had to be a public entity.

Discussion ensued among the Trust members regarding Mr. Dixon's recommendation to use a private minority entity to perform the update and why it was easier to proceed with a public entity.

Mr. Dixon advised the Trust members if they wished to retain a private entity to produce the report card and score card for 2016, a Request For Proposal (RFP) needed to be prepared.

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Mr. Coney acknowledged that RFP processes tended to be lengthy and suggested staff consider initiating the process as soon as possible particularly since the Trust members expressed interest in using an entity other than FIU to complete the 2016 report card and scorecard.

Ms. Pittman noted that she had reviewed the 2014 Report and Score Card published online and had several suggestions and/or comments about her observations. She advised her colleagues that a detailed email had been sent to Ms. Pollock for distribution to the entire Board of Trustees documenting her observations and suggestions.

Ms. Pittman spoke about the importance of the data sources used in the compilation of the report and voiced her concerns regarding the annual grading system used by FIU. She stated that she believed a year to year "rating" to be "high stakes" particularly in instances when changes were not statistically significant and expressed her objection to the use of the term "scorecard." Ms. Pittman expressed her interest in meeting with the researchers at FIU to further discuss their methods and annual findings.

Mr. Dixon recognized Ms. Pittman's professional expertise with data research and invited her participation and involvement with FIU moving forward.

Ms. Pittman accepted Mr. Dixon's invitation to become more involved with the process. Returning to her observations about the annual report card and score card, she recommended including a separate "snapshot" of the key indicators across the Targeted Urban Areas (TUAs) so that they may be compared and prioritized.

Ms. Traci Pollock provided a brief overview of how the annual report card and scorecard process operated. She assured the Trust members that they would be allowed to participate and have input in the development of the final scorecard as their predecessors did before them. Ms. Pollock explained that FIU provided drafts of the reports for all members to review and respond to before finalizing them and noted that Ms. Pittman's questions and comments had been forwarded to FIU to initiate discussions.

Ms. Pittman noted that the 2014 Annual Report Card analysis only included 12 TUAs and 5 business corridors and should be modified to include all 17 TUA's and 5 business corridors. She acknowledged that the 5 TUAs that were not included in the 2014 report may not have had a predominantly Black population in the past, but argued that changing demographics may require the report examine other areas outside of the TUAs listed. Ms. Pittman suggested that FIU may be able to assist in the identification of areas that should be added to the analysis and spoke about the County's role in determining areas of focus.

Ms. Harris's inquired if the FIU process was an appropriate mechanism to identify and determine areas of focus.

Ms. Pittman stated she believed the budget allocated for the update should accommodate the analysis needed.

Ms. Harris expressed an interest in understanding how the current TUA's included in the 2014 report were determined.

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Mr. Dixon explained that the TUA's were established as underserved areas by Miami-Dade County Mayor Alexander Penelas in 1994.

Discussion ensued among the Trust members regarding the use of data by Mayor Penelas to establish TUAs.

Ms. Pittman stated that while she did not anticipate much change with the TUAs themselves, she believed there may be changes to certain boundaries and the addition of new areas.

Assistant County Attorney Terrence Smith clarified that TUA's were in fact established by the Board of County Commissioners by ordinance. He noted that the ordinance was amended in past years to include digital maps.

Ms. Pittman suggested it may be a long term goal of MDEAT to advise and recommend to the Board of County Commissioners changes that should be made to the TUA based on prevalent information.

Mr. Coney asked if the amended ordinance established new TUAs that were not reflected on the 2014 Report Card and Scorecard.

Assistant County Attorney Terrence Smith clarified that the amendment only updated the maps.

Dr. Gallon III offered a friendly amendment directing staff to present Task 1 as outlined in "Fees by Task" to MDEAT Board of Trustees for further input prior to finalization.

Ms. Harris inquired if the amendment proposed by Dr. Gallon III addressed the comments and recommendations included in Ms. Pittman's email.

Dr. Capp seconded Dr. Gallon III's motion to amend the foregoing item.

Ms. Pittman confirmed that the amendment addressed the recommendations included in her email.

Assistant County Attorney Terrence Smith advised the Trust members that there were 3 separate legislative items pertaining to TUAs. He noted that Ordinance No. 02-39 added new areas including North Miami to the prior list of TUAs; Ordinance No. 11-05 clarified boundaries and a resolution sponsored by Commissioner Sosa (R-514-15) directed the staff to prepare and submit a report on the expansion, removal, maintenance, and/or addition of TUAs.

Chairman Crews inquired about the return date of the report.

Assistant County Attorney Terrence Smith stated that he did not believe the report was ever completed.

Discussion ensued among the Trust members and Assistant County Attorney Terrence Smith about MDEAT's role in reviewing and recommending changes to TUAs.

Assistant County Attorney Terrence Smith noted that the resolution was adopted in June 2015 and read the title of the resolution into the record. He explained that the entity identified in the resolution, Taskforce on Urban Economic Revitalization Board was now defunct and its roles and responsibilities were reassigned to MDEAT without the Board of County Commissioner's knowledge.

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Dr. Gallon III commented on the salience of the amendment to the foregoing item and how it would ensure Trust members engagement in the process as well as offer direction to FIU moving forward.

Hearing no further questions or comments, it was moved by Dr. Gallon III to authorize staff to enter into an agreement with FIU and expend an amount not to exceed \$38,600.00 for FY 2015-2016 and FY 2016-17, to develop the ordinance-mandated report card and score card, with the amendment directing staff to present Task 1 as outlined in "Fees by Task" to MDEAT Board of Trustees for further input prior to finalization. This motion was seconded by Dr. Capp and passed by a vote of 11-0. (Ms. Mizell, Mr. Williams, Ms. Wright and Mr. Edwards were absent.)

D. YOUTH ACTION COMMITTEE MEMBERSHIP

Mr. John Dixon, Executive Director for MDEAT, read the "Purpose of Item" into the record and explained that the removal was based on lack of attendance.

Ms. LaTonda James, Chairperson for MDEAT's Youth Action Committee (YAC), reported that Ms. Nelson's attendance was below the requirement hence the request for her removal. She spoke about the importance of having an active member on the Committee.

Mr. Dixon noted that a vacancy on the Committee would be created upon Ms. Nelson's removal which would then have to be filled.

Ms. James added that Ms. Nelson also failed to complete the required Sunshine Review.

Chairman Crews opened the floor for questions.

Dr. Gallon III inquired if there were any mitigating circumstances surrounding the member's absence that the Committee members were aware of.

Ms. James advised the Trust members that Ms. Nelson had not communicated any reasons for her absences. She noted that Ms. Nelson was absent from 5 out of the last 7 YAC meetings. Ms. James reiterated the importance of having active members on the Committee.

It was moved by Ms. LaPiana that the Board of Trustees approve the removal of Ms. Saliha Nelson from the Youth Action Committee and appoint a new member to the committee. This motion was seconded by Mr. Roberts and passed by a vote of 10-0. (Ms. Mizell, Mr. Williams, Ms. Wright, Mr. Edwards and Mr. Waters were absent.)

E. MDEAT AGREEMENTS FOR CHILDREN'S TRUST GRANT

Mr. John Dixon, Executive Director for MDEAT, read the "Purpose of Item" into the record. He explained that the vendor agreements were all related to the production of the upcoming "Second Black Male Youth Mental Health Conference."

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Mr. Coney inquired if the Trust members had voted on the foregoing item at the last MDEAT meeting held on October 21, 2015.

Mr. Dixon clarified that the Trust members had previously voted to accept the Children's Trust Grant but a separate approval was needed to enter into contracts with the service vendors.

Assistant County Attorney Terrence Smith advised the Trust members that the Board of County Commissioners had adopted legislation, Resolution No. R-1028-15, at yesterday's (11/17) Board of County Commission (BCC) meeting, which ratified the Children's Trust Program Grant Funds on behalf of MDEAT.

Ms. LaPiana pointed out that the agreement amount listed for MC3 Consulting (See page 52 of the MDEAT Agenda Package) should be corrected to reflect \$5,000.00.

Discussion ensued among the Trust members regarding the correct value of the contract with MC3 Consulting.

Mr. Waters noted on page 5 of the MC3 Consulting Agreement the value specified was \$5,000.00 and not \$5,600.00 as listed on the memorandum of approval.

Mr. Simmons explained that the attached contract was included for the Trust members to review the contract language only.

Discussion ensued between Mr. Waters and Mr. Simmons regarding the specifics and purpose of the MC 3 Consulting contract.

Mr. Simmons reiterated that the MC 3 Contract was included to provide the Trust members with an example of the contract language that would be incorporated in all three service provider agreements.

Discussions ensued among the Trust members regarding the format of the MC 3 contract and whether it should be considered a draft.

Mr. Simmons explained that the MC 3 Contract would be modified to reflect the respective pertinent information for service vendors MC 3 Consulting, Eyeubantv and Blue Digital; including the name, value of the contract, location and any special circumstances; as listed on the memorandum of approval.

Mr. Waters acknowledged staff's intent of the MC 3 Contract distributed to the Trust members was to be used as a sample for the contract language for the agreements but recommended staff use a watermark feature to distinguish similar documents moving forward.

Dr. Gallon III voiced his agreement with Mr. Waters' recommendation to use a watermark or distinguishing feature to identify the document as a sample.

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Responding to Chairman Crews' question regarding the correct amount to be approved for the MC3 Consulting agreement, Mr. Simmons confirmed that the MC3 Consulting agreement was valued at \$5,600.00 as listed in the memorandum of approval. He noted that the dollar amounts listed for the remaining service vendors would also be reflected in the respective contract agreements for Eyeurbantv and Blue Digital.

Assistant County Attorney Terrence Smith clarified that the Trust members needed to approve the terms and conditions of the contracts in addition to the template of the agreement (attached MC3 Consulting Agreement). He noted once the foregoing item was approved by the Board of Trustees, staff would then modify the template to include the terms and conditions specified in the memorandum of approval.

Chairman Crews opened the floor for discussion.

Ms. Harris requested clarification regarding the expenditures included in the memorandum of approval and its relationship to the Children's Trust Grant.

Mr. Simmons explained that while the services listed in the memorandum of approval could have been provided by the County, a stipulation of the Grant was that funds could not be used internally, hence staff having to source external vendors to provide services.

Assistant County Attorney Smith announced for the record that Ms. Pittman had recused herself due to a conflict of interest.

Ms. Harris asked about the purpose of the grant.

Mr. Dixon explained that the grant was secured for the upcoming "Second Black Male Youth Mental Health Conference" to be held on December 8th of this year.

Ms. Harris expressed an interest in having all pertinent information included in one document for easy reference and accessibility.

Ms. LaPiana noted that an email was sent to the Trust members explaining the foregoing item.

Ms. Harris commented that it would be more convenient to have all the information included in one document.

It was moved by Mr. Waters that the Board of Trustees authorize staff to enter into the three agreements contemplated by the Children's Trust grant agreement previously approved by the Board and to expend an amount not to exceed \$15,080.00. This motion was seconded by Dr. Capp and passed by a vote of 10-0. (Ms. Pittman, Mizell, Mr. Williams, Ms. Wright and Mr. Edwards were absent.)

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F. ADD ON – RECOMMENDATION FROM THE REVENUE MAXIMIZATION COMMITTEE TO INCREASE THE PARKING SURCHARGE ALLOCATION TO GENERATE ADDITIONAL FUNDS FOR MDEAT

Mr. Jose Gonzalez provided a brief explanation regarding the intent of the foregoing item. He explained that a \$3.00 surcharge assessed on citations issued for moving violations was one of the main funding sources for Teen Court, and during discussions at yesterday's (11/17) Revenue Maximization Committee (RMC) meeting, it was suggested that an increase of the surcharge to \$5.00 could potentially generate an additional \$500,000.00 in funds. Mr. Gonzalez stated that it was the intent of the RMC to explore the viability and avenues available to petition the State of Florida to increase the surcharge from \$3.00 to \$5.00 through legislation; or in the alternative work in collaboration with other Teen Court jurisdictions to lobby for the increase.

Discussion ensued between Chairman Crews and Assistant County Attorney Terrence Smith about the appropriate avenues available to MDEAT at this juncture.

Assistant County Attorney Terrence Smith noted that the Board of County Commissioners (BCC) was responsible for creating and approving all Legislative priorities. He explained that the 2016 State Legislative Priorities had already been adopted by the BCC but the Board of Trustees could "urge" the BCC to consider creating a legislative item urging the State of Florida to change the surcharge amount. Mr. Smith cautioned Trust members and staff against lobbying.

In response to Ms. Pittman's request for additional information about Teen Court, Mr. Dixon answered that there was approximately 7 Teen Courts operating throughout the State of Florida.

Ms. Pittman offered to contact Ms. Diana Ragbeer, Director of Public Policy and Communications for the Children's Trust, to explore the possibility of the recommendation to increase the surcharge to generate additional funding for Teen Courts, being included as part of the Children's Services Council Legislative Initiatives.

Assistant County Attorney Terrence Smith noted that Ms. Pittman was free to communicate with Ms. Ragbeer about the recommendation, in the capacity of a private individual.

Ms. James clarified that there was more than 30 Teen Courts throughout the State of Florida.

Chairman Crew pointed out that most of the Teen Court's throughout the State were operated by the Sheriff's Office for the jurisdiction, whereas Miami-Dade County's Teen Court was operated by a quasi-judicial government organization.

Dr. Capp voiced his support for presenting the RMC's recommendation to increase the surcharge allocation to the BCC for consideration as a 2017 State Legislative Priority.

CLERK'S SUMMARY AND OFFICIAL MINUTES
MIAMI-DADE ECONOMIC ADVOCACY TRUST MEETING
NOVEMBER 18, 2015

Ms. Harris requested clarification about who the Trust members were allowed to communicate with regarding the matter.

Assistant County Attorney Terrence Smith reiterated the BCC's role in deciding State Legislative Priorities and suggested the Board of Trustees consider "urging" the BCC to adopt the recommendation.

Dr. Capp restated the language of the motion, for the record, as follows; "the MDEAT Board of Trustees recommends the Board of County Commissioners consider increasing the surcharge allocation from \$3.00 to \$5.00 as a State Legislative Priority for 2017."

Assistant County Attorney Terrence Smith recommended the Chair of the RMC prepare a letter detailing the recommendation and distribute to the Commissioners and Mayor's Office.

Dr. Gallon III requested the motion before the Trust members be amended to include language justifying how the revenue would be used.

Assistant County Attorney Terrence Smith pointed out that the funds could only be used for Teen Court operation and administration per Florida Statute.

Dr. Gallon III insisted the amendment be included to illustrate how the additional funds would better serve the community and the initiative.

Dr. Capp agreed to accept Dr. Gallon's recommendation as a friendly amendment.

Ms. James noted that funding to the Youth Action Committee (YAC), and by extension Teen Court, had decreased which prompted the discussion by the RMC about finding alternative solutions to increase revenue.

Dr. Gallon III pointed out that YAC's reduction in revenue and the community's increased needs could be used to justify the recommendation.

It was moved by Dr. Capp that the Board of County Commissioners consider increasing the surcharge allocation from \$3.00 to \$5.00, as recommended by the MDEAT Board of Trustees; with an amendment to include language justifying the increase in the surcharge and how the additional funds would be spent. This motion was seconded by Mr. Coney and passed by a vote of 11-0. (Ms. Mizell, Mr. Williams, Ms. Wright and Mr. Edwards were absent.)

II. INFORMATION ITEM

A. MIAMI-DADE COUNTY TEEN COURT AUTOMATED – STATUS REPORT

Mr. Ralph McCloud explained that the foregoing report was prepared as a supplement to last month's 2015-2016 Teen Court Budget to provide additional information about the automation process. He explained that member organizations were urged at the 2014 Teen Courts Annual Conference to

CLERK'S SUMMARY AND OFFICIAL MINUTES
MIAMI-DADE ECONOMIC ADVOCACY TRUST MEETING
NOVEMBER 18, 2015

automate systems to increase capacity and improve efficiency in reporting. Mr. McCloud noted that automation would greatly benefit case management, monthly program reports, annual reports, program analysis, participant tracking and service referrals. He spoke about the Office of Management and Budget and Information Technology Department involvement in the process and staff's commitment to working with key County entities and private companies to identify a system that would fit the program's needs.

Chairman Crews requested regular progress updates.

Dr. Capp inquired about the implementation date.

Mr. McCloud reviewed the phases of development and noted that the implementation of the system itself was not lengthy; however the process leading to the implementation was time consuming.

Mr. Dixon assured the Trust members that the Youth Action Committee (YAC) would be kept abreast of all developments and report to the Board of Trustees.

Dr. Capp voiced his belief that a goal date should be set by staff for the completion of the automation process.

Mr. McCloud responded that it was staff's intent to have the automation process completed in the next 6 months. He directed the Trust members to MDEAT's 5 year Strategic Implementation Plan 2015-2016 for additional information.

Discussions ensued among Trust members regarding the Teen Court Budget for FY 2015-2016.

Chairman Crews noted that the budget was discussed at length at last month's MDEAT (10/21) meeting and was included in the October 21st 2015 MDEAT Meeting Agenda Package.

Chairman Crews reminded the Trust members that upon adjournment of today's meeting staff from the Ethics Department was on site to complete the Ethics Training Course for non-compliant members. He thanked his colleagues for their continued support and participation and wished everyone present a Happy Thanksgiving.

III. CHAIRPERSON'S REPORT

IV. EXECUTIVE DIRECTOR'S REPORT

V. DEPARTMENTAL MONTHLY REPORTS

A. FISCAL

B. HOUSING

C. TEEN COURT/YOUTH SERVICES

D. MARKETING AND PUBLIC INFORMATION

CLERK'S SUMMARY AND OFFICIAL MINUTES
MIAMI-DADE ECONOMIC ADVOCACY TRUST MEETING
NOVEMBER 18, 2015

ADJOURNMENT

There being no further business to come before the Trust, the meeting adjourned at 4.57 p.m.



Chairman Cornell Crews Jr.

Miami-Dade Economic Advocacy Trust



Miami-Dade Economic Advocacy Trust
MDEAT
November 18, 2015

Prepared by: Kerry Khunjar

EXHIBITS LIST

NO.	DATE	ITEM #	DESCRIPTION
1	11/18/15	-	MDEAT November 18, 2015 Meeting Agenda Package
2	11/18/15	E	MC3 Consulting Agreement
3	11/18/15	1A	Voting Ballot
4	11/18/15	1B	Voting Ballot
5	11/18/15	1C	Voting Ballot
6	11/18/15	1E	Voting Ballot
7	11/18/15		Copy of Certification Page for votes tallied at MDEAT 11/18/15 Meeting for Agenda Items 1A, 1B, 1C and 1E.
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MDEAT

Miami-Dade Economic
Advocacy Trust 

Working Together for Economic Change

BOARD OF TRUSTEES MEETING

November 18, 2015

Agenda

PARKING VALIDATION LOCATIONS

Cultural Arts Center Garage | 50 NW 2 Avenue | Miami, FL 33130
Before exiting the garage, please remember to get your ticket validated at the
information window on the first floor.

Hickman Garage (Garage 5) | 270 NW 2 ST | Miami, FL 33130



MEETING NOTICE

MIAMI-DADE ECONOMIC ADVOCACY TRUST

TRUSTEE BOARD MEETING

DATE: Wednesday, November 18, 2015

TIME: 3:30PM

LOCATION: Stephen P. Clark Center
Commissioners Conference Room, Second Floor
111 NW 1 Street | Miami, FL 33128

***The MDEAT Board Meetings are governed in accordance with
Miami-Dade Board of County Commissioners Rules of Procedures.***

Rules of Decorum for Miami-Dade Economic Advocacy Trust Meetings

Any person making impertinent or slanderous remarks or who becomes boisterous while addressing the board of Miami-Dade Economic Advocacy Trust, shall be barred from further audience before the board by the presiding officer, unless permission to continue or again address the board be granted by the majority vote of the board members present. No clapping, applauding, heckling or verbal outbursts in support or opposition to a speaker or his or her remarks shall be permitted. No signs or placards shall be allowed in the board meeting. Persons exiting the board meeting shall do so quietly.

The use of cell phones during the Miami-Dade Economic Advocacy Trust meeting is not permitted. Ringers must be set to silent mode to avoid disruption of proceedings. Individuals, including those on the dais, must exit the meeting to answer incoming cell phone calls.

Miami-Dade County provides equal access and equal opportunity and does not discriminate on the basis of disability

in its programs or services. If you need a sign language interpreter or materials in an accessible format for this meeting, please contact Angela Vaughns at 305.375.5661 or angiev@miamidade.gov at least five days in advance.



MIAMI-DADE ECONOMIC ADVOCACY TRUST

BOARD MEETING AGENDA

Wednesday, November 18, 2015 | 3:30 PM

**STEPHEN P. CLARK CENTER | 111 NW 1 STREET | MIAMI, FL 33128
COMMISSIONERS CONFERENCE ROOM, SECOND FLOOR**

Roll Call

- **DISCLOSURE OF CONFLICTS OF INTEREST**
- **QUERY FOR EARLY DEPARTURES**
- **STATEMENT OF RULES OF DECORUM FOR MDEAT**
- **PUBLIC COMMENTS**
- **APPROVAL OF AGENDA**
- **APPROVAL OF MEETING MINUTES**
September 16, 2015 and October 21, 2015 05
- I. **Board Action Item**
 - A. Economic Development Recommended Actions 30
 - B. 2015-2016 Economic Development Budget 33
 - C. Annual Scorecard (FIU) 36
 - D. Youth Action Committee Membership 50
 - E. MDEAT Agreements for Children’s Trust Grant 52
- II. **Information Item**
 - A. Miami-Dade County Teen Court Automated – Status Report 55
- III. **Chairperson’s Report**
- IV. **Executive Director’s Report**
- V. **Departmental Monthly Reports**
 - A. Fiscal 58
 - B. Housing 63
 - C. Teen Court/Youth Services 68
 - D. Marketing and Public Information 74

Next Meeting:

December 16, 2015 | 3:30PM | Stephen P. Clark Center, 111 NW 1 ST, Miami, FL 33128

Adjournment

APPROVAL OF MEETING MINUTES

SEPTEMBER 16, 2015 AND OCTOBER 21, 2015

**CLERK'S SUMMARY AND OFFICIAL MINUTES
MIAMI-DADE ECONOMIC ADVOCACY TRUST
BOARD MEETING OF SEPTEMBER 16, 2015**

The Miami-Dade Economic Advocacy Trust (MDEAT) convened its meeting in the 2nd Floor Conference Room of the Stephen P. Clark Building, 111 Northwest First Street, on September 16, 2015, at 3:30 p.m., there being present: Chairman Cornell Crews; Dr. Steve Gallon III, Ms. Charlotte Pittman, Mr. Ruban E. Roberts, Mr. Elbert Waters, Mr. Brian Williams, Ms. LaTonda James and Mr. Sheldon Edwards (Mr. Craig Emmanuel was late; Dr. Larry D. Capp, Mr. Kareem Coney, Ms. Althea Harris, Ms. Michelle LaPiana, Ms. Cheryl Mizell, and Ms. Katrina Wright were absent).

The following staff members were present: MDEAT Executive Director John Dixon, Mr. Eric Johnson, Mr. Jose Gonzalez, Ms. Traci Pollock, Mr. William Simmons, Dr. Ischaji Robertson, Assistant County Attorney Terrence Smith and Deputy Clerk Zorana Gainer.

Mr. Dixon noted that Mr. Kareem Coney, Ms. Michelle LaPiana and Ms. Katrina Wright be recorded as excused from today's (9/16) meeting.

Chairman Crews called the meeting to order at 3:36 p.m.

DISCLOSURE OF CONFLICTS OF INTEREST

QUERY FOR EARLY DEPARTURES

Dr. Gallon and Mr. Roberts indicated that they needed to depart today's meeting early.

STATEMENT OF RULES OF DECORUM FOR MDEAT

Chairman Crews read the MDEAT rules of decorum into the record.

PUBLIC COMMENTS

Chairman Crews opened the floor for public comments on any of today's agenda items. Seeing no one come forward, the floor was closed.

APPROVAL OF AGENDA

It was moved by Mr. Waters that the Trust approve today's (9/16) agenda. This motion was seconded by Mr. Williams and upon being put to a vote, passed by a vote of 8-0 (Trust members Capp, Emmanuel, Coney, Harris, LaPiana, Mizell, and Wright were absent).

APPROVAL OF MEETING MINUTES

It was moved by Mr. Williams that the Trust approve the meeting minutes of March 28, 2015, April 21, 2015, July 15, 2015 and August 19, 2015. This motion was seconded by Mr. Edwards and upon being put to a vote, passed by a vote of 8-0 (Trust members Capp, Emmanuel, Coney, Harris, LaPiana, Mizell, and Wright were absent).

I. Board Action Item

A. Sailboat Cove Write-Off

Chairman Crews noted that staff had sent out information, which he hoped had answered all inquiries made by Trust members at the last meeting.

Following further inquiries regarding whether Sailboat Cove had a lien against it; Mr. Johnson gave an overview of the foregoing item and noted that all background information was listed in today's agenda package.

Assistant County Attorney Terrence Smith explained that there was a foreclosure on the subject property and MDEAT was a subordinate lender; therefore, MDEAT did not get any funds back, with the exception of the interest payment fees that were paid early into the loan term (2008), which is indicated in the agenda package. Subsequently, Mr. Smith noted that the property was sold to a developer.

Dr. Gallon expressed his concern regarding complying with a mandate four years later. He inquired what steps would be taken to make sure this did not happen again.

Responding to Dr. Gallon's inquiry, Mr. Dixon noted that first the item would be brought before the Trust and the Housing Action Committee. He noted that he would like to exclude voting on these types of items in the future due to the nature of the items.

Dr. Gallon noted that Mr. Dixon had not answered his inquiry and further noted that if there was a write off the Board had to approve it and this one had manifested in 2011/2012, the Board never approved it; he pointed out that staff should have known that this write off needed to be approved and inquired again what steps would be taken to make sure this did not happen again.

Mr. Johnson noted that he and staff met with Assistant County Attorney Smith with regards to Authority, documenting, write offs amounts and procedures to follow moving forward.

Mr. Waters suggested that staff review MDEAT's portfolio of housing and real estate investments on a quarterly or a monthly basis and report their findings to the Trust and allow the Trust to guide the Executive Director as to what steps to take.

Following further discussion between Dr. Gallon, Mr. Johnson and Mr. Waters regarding how staff would review, Mr. Johnson explained that currently staff did bring loan write-offs to the Board for approval.

Ms. Pittman expressed appreciation to staff for providing more detailed information regarding this item as requested.

It was moved by Ms. James that the Trust approve the write-off request of a \$1 million dollar loan to Sailboat Cove Ventures, LLC by Metro-Miami Action Plan Trust (MMAP) now known as Miami-Dade Economic Advocacy Trust (MDEAT). This motion was seconded by Mr. Williams and upon being put to a vote, passed by a vote of 8-0 (Trust members Capp, Emmanuel, Coney, Harris, LaPiana, Mizell, and Wright were absent).

B. Children's Trust Grant

Mr. Dixon, Executive Director, MDEAT provided an overview of the foregoing item. He noted the second Black Male Mental Health Conference was scheduled for November 8, 2015 at the Little Haiti Cultural Arts Center. Mr. Dixon pointed out this was an effort to make people aware of mental health and

outreach for those that may have needed assistance locating a mental health service provider. Mr. Dixon explained that this year MDEAT was successful in obtaining a grant from the Children's Trust to conduct the Conference. He noted that the Trust needed to approve acceptance of the grant in order to receive the funds.

Mr. Terry Parker, Senior Grants Analyst, Office of Management and Budget gave a presentation regarding the current status and the process of applying for the grant with the Children's Trust; Mr. Parker provided Trust members with documents detailing the grants process.

Following inquires and discussion regarding the grants process from Trust members, Mr. Parker noted that he anticipated the award to be forwarded to MDEAT within the next two to three weeks.

Mr. Ischaji Robertson, Teen Court Clinical Psychologist, noted this year the conference would be focused on mental health with a special concentration on violence; this year's theme was helping to guide parents, youth and police on policies and practices to secure a harmonious community.

Discussion ensued between Trust members, Mr. Dixon and Chairman Crews whether any services/marketing for this event were being provided in-house by county entities, or were they all outsourced.

Mr. Robertson clarified that the grant did not allow using county entities.

Mr. Parker also pointed out that some county entities were more costly than outside vendors and the county entities needed more lead time.

In response to Mr. Ruben's inquiry regarding whether MDEAT would use minority businesses for this event, Mr. Dixon pointed out that MDEAT did propose to use minority businesses however these businesses had not been targeted yet.

Discussion ensued Trust members regarding how vendors were identified and whether there was currently a list of approved vendors.

Responding to Mr. Williams' inquiry whether there was any potential to give opportunities to multiple vendors rather than the same businesses each time, Chairman Crews noted that they were making an effort to work towards doing that.

Ms. Pittman noted that she was a staff member of The Children's Trust and explained that she did not have anything to do with this particular grant; therefore no conflict of interest existed.

It was moved by Dr. Gallon that the Trust approve the collaboration with The Children's Trust and the grant award of \$19,967.00. This motion was seconded by Ms. James and upon being put to a vote passed by a vote of 8-0 (Trust members Capp, Emmanuel, Coney, Harris, LaPiana, Mizell, and Wright were absent).

II. Information Item

A. New Board member Orientation Session: Part III

Housing

**Teen Court/Youth Services
Marketing and Public Information**

III. Chairperson's Report

Chairman Crews noted that the Board had previously held discussions regarding strategically moving forward and securing more funding for economic development and economic advocacy. He noted that he met with Terry Murphy, Senior Policy Advisor, Office of the Chair (District 2) regarding how to achieve these goals. One strategy was to partner with other organizations. Chairman Crews noted there were funds associated with the Business Tax License that staff could pursue. He further noted there was approximately \$16 million in funds that MDEAT should be trying to obtain to fund projects in the future. Chairman Crews pointed out that the Board needed to choose carefully when collaborating with other organizations.

Mr. Roberts reiterated Chairman Crews' comment regarding being careful about collaborating with other organizations. He stated that the Trust needed assurances and needed to identify a source of revenue, a sole source of revenue.

Chairman Crews noted that upon forming partnerships a Memorandum of Understanding (MOU) would be created to outline and clearly define each organizations role. Discussion ensued between trust members regarding educating the Targeted Urban Areas (TUA) residents of the numerous homeownership programs.

Following this discussion Assistant County Attorney Smith suggested the Trust Board members identify the impediments of fair housing and identify the things that are impeding African-Americans from homeownership.

Mr. Waters suggested that staff contact the local Housing and Urban Development (HUD) office's Fair Housing Division and invite the director to be part of these discussions.

IV. Executive Directors Report

Mr. Dixon noted that he was still working with developers regarding development of the Poinciana Park area.

Mr. Dixon gave a brief overview regarding the conference and noted a summit would be held on Friday September 18, 2015 at Miami Dade College (MDC) Wolfson Campus.

MONTHLY REPORTS

Mr. Gonzalez gave an update regarding the budget; detailed monthly reports were included in the agenda package.

Responding to Mr. Roberts' inquiry regarding why MDEAT used General Service Administration (GSA) printing rather than using an outside vendor, Mr. Gonzalez pointed out that using GSA printing was a requirement.

Chairman Crews asked staff to conduct research and find out if MDEAT could use an outside vendor for printing.

Mr. Roberts inquired whether MDEAT could utilize sheltered markets for Small Business Enterprise (SBE) vendors. He also wanted a report regarding the fiscal impact being made in the community.

Responding to Dr. Gallon's inquiry regarding whether MDEAT had solicited for qualified minority vendors to provide services, Mr. Dixon noted that they had not.

Following further discussion between Trust members regarding sheltered markets and vendors, Mr. William Simmons explained in the past when MDEAT needed a service, staff would inquire as to whether anyone knew of a business that could perform the service; when the name was given to staff the vendor/business was given an opportunity to bid.

V. Departmental Monthly Reports

A. Fiscal

B. Housing

C. Teen Court/Youth Service

D. Marketing and Public Information

NON-AGENDA ITEM(S)

Ms. Pittman noted that the Knight Foundation was holding a challenge grant contest in which contestants had to submit an essay answering the question, how might we make data work for individuals and communities. She explained that after reviewing the essays the Foundation would identify those they wanted to receive fuller proposals from to receive a grant.

Ms. James noted that a few months ago she had inquired about the new SunPass toll on State Road 112 west just before the 17th Avenue exit. Ms. James expressed her concern regarding the residents in this lower social economic area and the financial impact relating to pay this toll on a daily basis. She noted upon further research there was a resolution created by the BCC to discuss capping tolls. She suggested that the Trust Board research having reduced tolls for the residents of this area and asked that the Board accept her recommendations regarding the tolls.

Chairman Crews pointed out that the aforementioned items needed to be brought to the committees. He apprised Trust members that the Economic Development Action Committee (EDAC) had the least amount of funding and could not fulfill its mission due to the lack of funding. He noted that the EDAC had not been able to achieve quorum to hold a meeting.

Responding to Chairman Crew's comments regarding the EDAC inability to meet due to lack of quorum, several Trust members replied that they had not been notified of the meetings.

Chairman Crews noted that all Trust members had been notified and these types of issues were to be discussed at committee level not at Board meetings. He pointed out that each committee needed to

develop a business plan as well as a budget. Chairman Crews urged Trust members to attend the scheduled committee meetings; he noted that notification regarding the date, and time and place of each meeting will be sent to each member.

Mr. Water suggested inviting a Miami-Dade Expressway Authority (MDX) representative to a committee meeting to explain the toll policies they had established, in an effort to allow the committee to review and offer suggestions regarding Ms. James' concerns regarding the toll's economic impact and how these concerns should be addressed.

Next Meeting:

October 21, 2015 at 3:00 p.m. in the Stephen P. Clark Center, 111 Northwest First Street, Miami, FL 22128

Adjournment

Hearing no further business come before the Trust, the meeting was adjourned at 5:35 p.m.

Chairman Cornell Crews
Miami-Dade Economic Advocacy Trust

CLERK'S SUMMARY AND OFFICIAL MINUTES
MIAMI-DADE ECONOMIC ADVOCACY TRUST MEETING

OCTOBER 21, 2015

The Miami-Dade Economic Advocacy Trust (MDEAT) convened a meeting in the Stephen P. Clark Center, 111 NW 1st Street, 3rd Floor Conference Room on October 21, 2015, at 3.43 P.M. The following MDEAT members were present: Chairman Cornell Crews Jr., Mr. Sheldon Edwards, Dr. Larry D. Capp, Mr. Kareem Coney, Mr. Craig Emmanuel, Ms. Michelle LaPiana, Ms. Cheryl Mizell, Mr. Brian Williams, Ms. Katrina Wright and Mr. Elbert Water (arrived at 4.24 PM). Dr. Steve Gallon III (excused absence), Ms. Charlotte Pittman (excused absence), Mr. Ruban E. Roberts (excused absence), Ms. LaTonda James (excused absence) and Ms. Althea Harris were absent.

ROLL CALL

The following staff members were present: MDEAT Executive Director John Dixon, Mr. Jose Gonzalez, Ms. Traci Pollock, Mr. Eric Johnson, Mr. William Simmons, Dr. Ischaji Robertson, Assistant County Attorney Terrence Smith, and Deputy Clerk Kerry Khunjar.

~ **DISCLOSURE OF CONFLICTS OF INTEREST**

There were no disclosures of conflicts of interest.

~ **QUERY FOR EARLY DEPARTURES**

Mr. Edwards and Mr. Williams noted early departures.

~ **STATEMENT OF RULES OF DECORUM FOR MDEAT**

Chairman Crews Jr. read into the record the statement of rules of Decorum for MDEAT.

~ **PUBLIC COMMENTS**

Chairman Crews Jr. opened the floor to public comments; and upon seeing no one appear wishing to speak, closed the floor for public comments.

~ APPROVAL OF AGENDA

It was moved by Mr. Edwards that the October 21, 2015 Miami-Dade Economic Advocacy Trust (MDEAT) Agenda be approved. This motion was seconded by Mr. Williams, and upon being put to a vote, the motion passed by a vote of 8-0; (Dr. Capp, Dr. Gallon III, Ms. Harris, Ms. Pittman, Mr. Roberts, Mr. Waters and Ms. James were absent.)

~ APPROVAL OF MEETING MINUTES

It was moved by Mr. Edwards that the minutes for September 16, 2015 Miami-Dade Economic Advocacy Trust (MDEAT) meeting be approved. This motion was seconded by Mr. Williams, and upon being put to a vote, the motion passed by a vote of 8-0; (Dr. Capp, Dr. Gallon III, Ms. Harris, Ms. Pittman, Mr. Roberts, Mr. Waters and Ms. James were absent.)

I. BOARD ACTION ITEMS

A. MDEAT INTERAGENCY SERVICE AGREEMENT WITH GREATER MIAMI SERVICE CORP.

Mr. John Dixon, Executive Director for MDEAT, read into the record the purpose of the item and provided a brief background of the organization and the services provided by Greater Miami Service Corporation (GMSC). He explained that the current MDEAT receptionist was away on an extended approved medical leave and during her absence two GMSC participants were assigned to provide telephone console (reception) operations coverage and assist with MDEAT's Homeownership Assistance Program (HAP.) Mr. Dixon reviewed the fiscal impact of extending the service agreement to the agency and highlighted the fact that the two positions would be funded by the Housing Division Budget which had already accounted for the current MDEAT's receptionist salary.

Mr. Dixon spoke about the outstanding work and professionalism displayed by the two GMSC participants and noted that it was recommended that MDEAT's Trust Board approve the request to authorize MDEAT staff to negotiate and execute the interagency agreement, and to approve the related expenditure of an amount not to exceed \$33,459.00 of MDEAT's Housing Division fiscal year 2015-2016 budgeted funds to satisfy said agreement.

Ms. Wright inquired what would happen if MDEAT's permanent receptionist returned to the position before September 30th 2016 and if there would be any issues with her resuming her job.

Mr. Dixon explained that the receptionist's medical leave was approved until January 2017 by Human Resources, but in the event she did return before the anticipated date the employees would return to GMSC.

Mr. Dixon noted most GMSC participants were not provided the opportunity to work in an office environment and stressed the importance of offering such an experience to candidates when available.

Mr. Edwards echoed Mr. Dixon's sentiments regarding the professionalism of the GMSC participants currently employed by MDEAT and the need to provide opportunities to the youth that would

broaden and enrich their employment experience and skills. He asked about the difference in the anticipated payout amount (\$32,868.00) and the amount being requested (\$33,459.00.)

Mr. Dixon explained that the difference in the amounts would be held as a contingency.

It was moved by Ms. LaPiana to approve the request to authorize MDEAT staff to negotiate and execute the interagency agreement, and to approve the related expenditure of an amount not to exceed \$33,459.00 of MDEAT's Housing Division fiscal year 2015-2016 budgeted funds to satisfy said service agreement. This motion was seconded by Mr. Edwards, and upon being put to a vote, the motion was passed by a vote of 9-0. (Dr. Gallon III, Ms. Harris, Ms. Pittman, Mr. Roberts, Mr. Waters and Ms. James were absent.)

B. ECONOMIC DEVELOPMENT ACTION COMMITTEE MEMBERSHIP

Chairman Crews Jr. explained that the purpose of the foregoing item was to: 1. Remove one member (Mr. Richard Reese) from the Economic Development Action Committee (EDAC); and 2. Appoint a new member (Mr. Ed Hanna) to the Committee. He noted that at the October 7, 2015 EDAC meeting the members in attendance unanimously agreed to remove Mr. Richard Reese and to appoint Mr. Ed Hanna as a voting member of the Committee. Chairman Crews Jr. added that Mr. Reese had been notified of all EDAC meetings and had failed to attend any meetings since his appointment to the Committee on September 17, 2014. He reiterated that the EDAC recommended the removal of Mr. Reese and the appointment of Mr. Hanna as a voting member of the Committee.

Mr. Coney asked about Mr. Hanna's ability to vote as a member of the Committee and inquired if any other members were not allowed to vote in the past.

Chairman Crews Jr. clarified that the public was allowed to be members of the Committee but was not authorized to vote on Committee matters.

It was moved by Mr. Emmanuel to approve the request by the EDAC to remove Mr. Richard Reese as a voting member of the Committee. This motion was seconded by Mr. Coney, and upon being put to a vote, the motion was passed by a vote of 9-0. (Dr. Gallon III, Ms. Harris, Ms. Pittman, Mr. Roberts, Mr. Waters and Ms. James were absent.)

Chairman Crews Jr. noted that Mr. Hanna, a member of the public, already served on the EDAC but was unable to vote thus the request to appoint him as a voting member of the Committee. He recognized and spoke about Mr. Hanna's involvement in the community as a staunch advocate.

Ms. Traci Pollock clarified that members of the action committee were allowed to vote.

It was moved by Mr. Edwards to approve the request by the EDAC to appoint Mr. Ed Hanna as a voting member of the Committee. This motion was seconded by Mr. Williams, and upon being put to a vote, the motion was passed by a vote of 9-0. (Dr. Gallon III, Ms. Harris, Ms. Pittman, Mr. Roberts, Mr. Waters and Ms. James were absent.)

C. BLACK MALE YOUTH MENTAL HEALTH FUNDING REQUEST/TRUST ACCOUNT

Mr. John Dixon, Executive Director for MDEAT, explained the purpose of the foregoing item was to obtain approval from the MDEAT to utilize a local cash match of \$3000.00 from the Trust Fund account to match the amount allocated by the Children's Trust Fund Grant (CTFG). He advised the Committee members that MDEAT had applied for and secured a grant from the Children's Trust Fund to implement the Second Annual Black Male Youth Mental Health Conference Series beginning December 8th, 2015 in the amount of \$19,967.00. He noted that the Metro-Miami Action Plan (MMAP) Trust Fund (see attached resolution R-1280-85 on page 11 of today's (10/21) Agenda Package,) was originally created to fund the MMAP Annual Conference and other special projects; and as such a request was being made for the Board of Trustees (the Board) to authorize MDEAT staff to utilize \$3000.00 from the MMAP Trust Fund, pursuant to resolution R-1280-85, to match the CTFG.

Assistant County Attorney Terrence Smith advised the Trust members that the vote on the foregoing item was necessary in order to detail the fiscal impact the Black Male Youth Mental Health Conference Series had on the County and to identify funding sources such as the CTFG. He added that a legislative item for the disbursement of the CTFG would be presented to the Board of County Commissioners (BCC) for approval.

It was moved by Dr. Capp to approve the request for the allocation of funds in the amount of \$3000.00 from the Trust Fund Account and to authorize staff to plan and carry out the activities delineated in the CTFG. This motion was seconded by Ms. Wright, and upon being put to a vote, the motion was passed by a vote of 9-0. (Dr. Gallon III, Ms. Harris, Ms. Pittman, Mr. Roberts, Mr. Waters and Ms. James were absent.)

Responding to Mr. Coney's questions regarding the monetary value of the grant awarded by the CTFG and the amount of money currently available in the MMAP Trust Fund account, Mr. Dixon explained that \$19,967.00 was awarded by CTFG; and the Trust Fund account had a balance of approximately \$23,000.00.

Mr. Coney expressed an interest in reviewing the budget of the MMAP Trust Fund account or obtaining additional information or an update regarding the fund.

Mr. Dixon informed the Trust members that the Trust Fund did not operate with a "line item budget." He reiterated that the fund was specifically created to fund the MMAP Conference and special events and was primarily financed through the donations of Board members.

Mr. Coney asked if the MMAP Trust Fund could be considered and used as discretionary funds.

Mr. Dixon explained that the funds could be considered "discretionary" if they were used for special projects or conference-related expenses.

It was moved by Dr. Capp to approve the request for the allocation of funds in the amount of \$3000.00 from the Trust Fund Account and to authorize staff to plan and carry out the activities delineated in the CTFG. This motion was seconded by Ms. Wright, and upon being put to a vote, the motion was passed by a vote of 9-0. (Dr. Gallon III, Ms. Harris, Ms. Pittman, Mr. Roberts, Mr. Waters and Ms. James were absent.)

Mr. Coney pointed out that it was noted under the “fiscal impact” statement that \$6,170.00 would be allocated to fund MDEAT support staff at the event and inquired how this would affect operations at MDEAT.

Mr. Dixon clarified that the \$6,170.00 in MDEAT staff support time was an “in-kind” match and indicated that he would provide additional information during the course of today’s (10/21) meeting. He briefly explained that staff would be providing outreach services and help organizing the Second Annual Black Male Youth Mental Health Conference, which was a 3-day series event, scheduled to begin December 8th and end December 10th.

Discussions ensued between Chairman Crews Jr. and Dr. Capp regarding the scheduling for future Economic Development Action Committee (EDAC) meetings. Chairman Crews Jr. stated that future meetings would be held on Tuesdays at the regularly scheduled time.

D. 2015-2016 TEEN COURT BUDGET

Ms. Traci Pollock provided a brief explanation regarding the purpose of the foregoing item. She noted that Committees met annually to review priorities for the upcoming fiscal year and the foregoing item was the Fiscal Year (FY) 2015-2016 proposed budget from the Youth Action Committee (YAC).

Ms. Pollock referred to page 14 in the MDEAT Agenda package and reviewed the itemized initiatives for FY 2015-2016 highlighting the amount being allocated to each initiative/priority. She provided a brief explanation for each budget allocation (Annual Youth Legal Education Summit, Youth Internship Program (YIPI); TC Database (Automation), Florida Association of Teen Court Annual (FATC) Meeting, FATCF Membership, Staff Training and Marketing) highlighting the reasons for the recommendation and the benefits of the initiative to Teen Court.

Responding to Mr. Coney’s question regarding the primary focus/component of Teen Court, Ms. Pollock explained that the Teen Court (TC) was a component of MDEAT’s Youth Development Division. She noted that the TC was geared towards servicing first time juvenile offenders by providing alternative sanctions. Ms. Pollock pointed out that there were other youth related initiatives not associated with the TC, hence the reason for YAC’s general recommendations regarding youth development activities.

Mr. Coney inquired if any of the youth development programs included an educational component promoting higher education.

Ms. Pollock indicated that the YAC was responsible for the different youth development programs and initiatives. She noted that past programs did include a vocational training component and spoke about plans to implement a “Career Day” and “College Tour.” Ms. Pollock highlighted the importance of identifying revenue/funding to offset the cost of new initiatives.

Mr. Dixon pointed out that YAC was instrumental in deciding the upcoming year’s activities and initiatives.

Mr. Coney voiced an interest in seeing the implementation of an educational component and spoke of the importance of providing higher education alternatives to the youth participating in the program.

Ms. Pollock spoke about the Revenue Maximization Committee and its' important role in identifying funding sources to offset the cost of implementing new programs and initiatives. She noted that YAC did recommend adding a "College Experience" component to the program but due to limited funds, additional funding sources would first have to be identified and secured before moving forward.

Mr. Coney requested a budget narrative be included and provided in the future.

Mr. Williams asked if sponsorships were solicited from the legal community or organizations to help fund the Annual Youth Legal Education Summit. He spoke about the immense funding opportunities available from contacting local law firms and the miscellaneous law associations such as the Haitian Bar Association and the Jamaican Bar Association. He noted that the Gwen S. Cherry Black Women Lawyers Association was always receptive to offering either financial or participatory support.

Ms. Pollock acknowledged the fund raising/sponsorship suggestions made by Mr. Williams and stated that the foundation and Revenue Maximization Committee would be the entities to follow up on the recommendations.

Mr. Edwards recognized the recommendations made by Mr. Coney and Mr. Williams and suggested his colleagues meet with Ms. LaTonda James, Chairperson for YAC to review and implement their ideas.

Mr. Coney asked for additional information regarding the automation of the Teen Court Database.

Ms. Pollock spoke about the extensive paper trail generated by the TC and explained how automating the database would help reduce the amount of paper used and benefit the program by making the system more efficient. She pointed out that the automation process would also help manage and reduce the space needed to store records. Ms. Pollock committed to providing Mr. Coney with an additional narrative regarding the initiative.

Ms. Mizell requested additional information regarding YAC's recommendation to introduce a "College Experience" component to the program.

Ms. Pollock explained that the "College Experience" recommendation originated during YAC's annual retreat and was intended to provide participants of the youth development program with a local college experience.

Discussions ensued among Ms. Mizell, Mr. Dixon and Ms. Pollock regarding specifics of the proposed "College Experience."

Responding to Mr. Edwards' question about last year's staff training budget, Mr. Pollock disclosed that this year's (FY 2015-2016) budget proposal for Staff Training was the same amount requested last year (FY 2014-2015) but due to budgetary constraints the amount allocated was never actually utilized.

Mr. Dixon clarified that the “Annual Youth Legal Education Summit” budget (\$20,000.00) encompassed the conference and a youth training component. He explained how the training and conference was conducted in the past and noted that this year due to budgetary constraints both events were combined, resulting in a better all-round experience for all those who participated.

Ms. LaPiana inquired about the age of the TC and the results of the program throughout the years.

Mr. Dixon reported that TC began in the early 1990s and boasted a recidivism rate of less than 2%. He explained that most offenders were charged with shoplifting and processed through the Juvenile Assessment Center (JAC) before entering the program. Mr. Dixon noted that while some TC participants were only interested in completing the program, others continued to volunteer within the program and many others ended up working within the judicial system.

Ms. Pollock explained that administration and staff had to be careful with regards to contacting past participants of the program particularly if the participant completed the program and chose not to continue as a volunteer. She noted that it was easier to maintain contact with past volunteers and spoke of her recent conversation with a recent program graduate and former volunteer who was now enrolled at Harvard University. Ms. Pollock reiterated Mr. Dixon’s statements regarding the low recidivism rate of the program.

Chairman Crews Jr. noted that Offender Information could be found on page 40 of the MDEAT Agenda package.

Ms. Pollock added that a detailed data sheet was provided to Trust members on a monthly basis which outlined the type of offenses and the Commission Districts/zip codes the offenders resided in.

Mr. Dixon noted that automation of the TC Database would also help improve data management.

Ms. Pollock pointed out that “program reviews” was included in the material covered as a part of the board orientation. She expressed hopes that the orientation sessions would be completed in the near future.

Dr. Capp spoke in support of the automation process and pointed out that improved data collection and management would make it easier to document and publish the program’s success rate and stories through newspaper and scholarly articles.

Mr. Dixon noted that other counties had already transitioned to an automated system.

Mr. Coney spoke of the need to educate and inform the community about the TC and its needs.

Mr. Dixon advised the Trust members that the community was informed about the TC and its progress via a monthly newsletter.

Ms. Katrina Wright inquired if it was possible to have a local television personality, such as Calvin Hughes, to produce a segment on the program highlighting all the success stories.

Ms. Pollock noted that the program has been featured on local television before and advised the Trust members that one of the program’s trainers was recently featured on a local morning news segment

which was broadcast by Channel 4. She promised to forward the link for the interview to the members.

Ms. Pollock added that Ms. Deborah King, daughter of boxing legend Don King, was scheduled to address Teen Court participants about her personal life experiences at the North Miami Teen Court session later this evening.

Discussions ensued among the Trust members about media coverage of the TC.

Ms. Pollock reiterated her commitment to informing the Trust members of any media coverage of the program.

Chairman Crews Jr. agreed that there could never be enough exposure and coverage of the services provided by the program.

It was moved by Ms. LaPiana to approve the request the Board of Trustees to approve the 2015-2016 Teen Court Budget in an amount not to exceed \$83,200.00 and to authorize staff to plan and carry out the activities delineated in the budget. This motion was seconded by Mr. Williams and being put to a vote, the motion was passed by a vote of 10-0. (Dr. Gallon III, Ms. Harris, Ms. Pittman, Mr. Roberts and Ms. James were absent.)

E. FLORIDA ASSOCIATION OF TEEN COURTS ANNUAL CONFERENCE

Mr. Dixon provided a brief overview of the purpose and background of the foregoing item. He spoke about the differences of the Miami-Dade TC and TC from other counties.

It was moved by Dr. Capp to approve the request for the MDEAT Board of Trustees to approve the expenditure in an amount not to exceed \$2,200.00 to attend the Annual Florida Association of Teen Courts Conference, subject to Miami-Dade County travel policy. This motion was seconded by Mr. Edwards and being put to a vote, the motion was passed by a vote of 10-0. (Dr. Gallon III, Ms. Harris, Ms. Pittman, Mr. Roberts and Ms. James were absent.)

Mr. Coney inquired about Mr. Ralph McCloud's tenure and performance as the Interim Teen Court Coordinator.

Mr. Dixon reported on Mr. McCloud's performance as Interim Teen Court Coordinator and Ms. Pollock advised the Trust members that Mr. McCloud has performed in the position for approximately four months.

Responding to Mr. Coney's question about the difference in pay for the position of Interim Teen Court Coordinator and Director for Teen Court, Ms. Pollock explained that there was a 5% difference in pay.

Chairman Crews Jr. asked who determined the length of time Mr. McCloud remained in the position.

Ms. Pollock noted that she was Mr. McCloud's immediate supervisor, and her recommendation and Teen Court's budget were the deciding factors with regards to how long Mr. McCloud would continue to serve as the Interim Teen Court Coordinator.

Mr. Coney suggested promoting Mr. McCloud to the Director for Teen Court in light of his stellar performance in his current position.

Chairman Crews Jr. asked Mr. Dixon to report back to him on what needed to be done to promote Mr. McCloud.

Mr. Coney discussed the importance of recruiting and retaining productive staff.

F. 2015-2016 YOUTH DEVELOPMENT BUSINESS PLAN AND RECOMMENDED ACTIONS

Ms. Pollock advised the Trust Members that the Youth Development Business Plan and Recommended Actions for FY 2015-2016 should have been presented before the members considered Action Items D and E. She provided background information and explained the purpose of the foregoing item.

Ms. Pollock referred the members to page 23 of the MDEAT Agenda package. She reviewed and explained YAC's priority initiatives which include:

- ~ Host the Annual Youth Legal Education Summit;
- ~ Expand the Student Court Model throughout the public school system;
- ~ Provide outreach, prevention, and intervention services to maintain the low recidivism rate;
- ~ Address unemployment of youth in Miami-Dade County;
- ~ Advocate for vocational training;
- ~ Expand financial literacy for youthful offenders and volunteers participating in TC;
- ~ Promote methodology of social responsibility and accountability by youth residing in TUAs.

Responding to Mr. Coney's inquiry regarding YAC's request to host the Youth Legal Education Summit, Ms. Pollock explained that the Summit provided training to TC participants.

Mr. Coney asked if participants or the families involved in the TC were required to complete exit surveys.

Ms. Pollock explained that participants were required to complete exit surveys at different points throughout the program, and pointed out that surveys were conducted at the Summit and upon completion of the program. She noted that parents were also surveyed about the services provided by the program.

Ms. Pollock referred to Page 24 of the MDEAT Agenda Package and explained that YAC's Recommendation Action Chart was the result of the annual retreat and Economic Summit. She read the following recommendations into the record:

- ~ Develop internship programs for high school students and college graduates residing in County designated TUAs;
- ~ Expand YIPI (Youth Intern Partnership Initiative);
- ~ Increase Teen Court awareness among law enforcement and legal community;
- ~ Promote construction trade skills program for youth participating in TC and residing in TUAs;
- ~ Youth Dialogue (Ongoing)/Student Court and Teen Court;
- ~ Promote financial and credit literacy among Teen Court families (to include housing);
- ~ Advocate developing statewide standards for civil citation distribution; and
- ~ Increase mental health awareness among TUA residents.

Mr. Coney asked about the companies hiring YIPI participants.

Ms. Pollock reported that a variety of small businesses from different industries participate in the YIPI program including marketing, construction, title, real estate and law firms. She noted that MDEAT's Housing Program funded almost half of this year's (2015) YIPI program.

Chairman Crews Jr. spoke about YIPI's broad reach.

It was moved by Mr. Williams that the MDEAT Board of Trustees authorize the implementation of the youth development programs and activities as outlined in the attached Youth Development Business Plan and Recommended Actions for FY 2015-2016. This motion was seconded by Mr. Coney and being put to a vote, the motion was passed by a vote of 10-0. (Dr. Gallon III, Ms. Harris, Ms. Pittman, Mr. Roberts and Ms. James were absent.)

II. INFORMATION ITEM

A. UPDATE ON THE BLACK MALE MENTAL HEALTH CONFERENCE SERIES

Mr. Dixon introduced Dr. Ischaji Robertson to the Trust Board members.

Dr. Robertson provided an update regarding the Black Male Youth Mental Health Conference noting that the event had been rescheduled from November 6, 2015 to December 8th. Dr. Robertson stated that the first day of the Conference (December 8th) would be held at the Little Haiti Cultural Center from 8 a.m. to 4 p.m. and would include appearances by Teen Court participants and volunteers to discuss violence and to gain teens' insight and perspective on the issues. He disclosed the key note speakers scheduled to appear on December 8th: Dr. Kevin Washington, President for the Association of Black Psychologists; Los Angeles Commissioner Cheryl Groves (phonetic), known for her work with the prison system; Dr. Marva Robinson, nationally renowned expert and speaker on Community Engagement who helped organized the Ferguson community after the Ferguson shooting; Mr. J.D. Patterson, Director of Miami-Dade Police Department; Mr. Kenneth E. King, Vice President of Housing

at Camillus House; and Dr. Joan Muir, Executive Director of Brief Strategic Family Therapy Institute. Dr. Robertson noted that none of the speakers were paid to appear.

Mr. Dixon told the Trust members that 4 Teen Court participants would join Miami-Dade Police Director JD Patterson on the panel to discuss violence in the community.

Dr. Robertson added that many of the youth participants were eager and excited to be included in the dialogue about violence and mental health issues facing the community.

Mr. Coney inquired about the outreach efforts to black male organizations such as fraternities and mentoring groups like 100 Black Men of America; and asked about the target audience for the conference.

Dr. Robertson stated that the conference was intended to educate both the community and young black males; and noted that he was in contact with a representative from Florida Memorial University about promoting the event among the student body. He voiced his commitment to contacting other fraternities, mentoring groups and male organizations about the event.

Dr. Robertson spoke about the activities planned for December 9, 2015 at the North Dade Regional Library from 5.30 p.m. to 7.45 p.m. He stated that this event would commence the forums' component of the series intended to educate the community on Mental Health issues, as well as other issues facing black males with guest speaker Mr. John Elmore, author of "Fighting for Your Life: The African-American Criminal Justice Survival Guide" and a teen court panel comprising of law enforcement and TC participants scheduled to appear. Dr. Robertson noted that the forum scheduled for December 10, 2015 at the South Dade Regional Library would follow a similar format as the forum held on December 9th but would also include different mental health community service providers.

Mr. Dixon discussed how mental health issues were dealt with within the black community and spoke of the importance of addressing the root causes of these issues and not just the deal with the symptoms. He noted the presence of community service providers at the forum was a great outreach initiative which afforded the community access and the opportunity to meet agencies and providers.

Mr. Edwards spoke of his personal experience at last year's conference and the wealth of information and knowledge that he gained from attending. He commended Dr. Robertson and his team for a job well done and voiced his enthusiasm for this year's conference. Mr. Edwards urged his colleagues to attend.

Mr. Dixon noted that Trust member, Dr. Larry D. Capp, was scheduled to be a moderator at this year's event.

Mr. Coney spoke about his passion for elevating young black males and acknowledged the positive impact of the conference series on the community.

Chairman Crews Jr. inquired if it was possible to include links to the different resources offered at the conference on the MDEAT website or social media page (Facebook) page.

Discussions ensued among the Trust members regarding the incorporation of resource links on MDEAT's website.

Mr. Coney offered to distribute event flyers to help promote the conference.

Mr. Waters suggested adding links for all events and activities hosted by MDEAT and MDEAT committees on the website to allow for easy and convenient access.

Ms. LaPiana reminded her colleagues that all communications needed to be processed by Ms. Pollock.

Mr. Dixon noted that he had met with Commissioner Edmonson earlier today to discuss how information regarding community aide and services could be distributed to throughout the County. He stated that a brochure delineating the different services was being created but he proposed also including a list of service providers on MDEAT's website to promote awareness and distribution.

Mr. Coney asked if the Black Male Youth Mental Health Conference was being promoted on the MDEAT website.

Mr. Dixon confirmed that the event was being promoted online as well as via MDEAT's newsletter.

Mr. Coney along with other Trust members indicated that they were not receiving the monthly newsletter.

Chairman Crews Jr. asked all Trust members to provide Ms. Pollock with their email addresses to facilitate circulation of the newsletter.

Dr. Robertson noted that one of the great benefits of the Children's Trust grant was having the funds to hire a program evaluator who would help track and analyze data that could later be used to effect change in policies.

Mr. Coney commended staff on their involvement in developing and implementing programs which promote community awareness.

III. CHAIRPERSON'S REPORT

Chairman Crews Jr. noted that there were Trust members who were not in compliance with the 90 days given to complete the required Ethics Training and inquired from Assistant County Attorney, Terrence Smith, if non-compliance was grounds for removal from the Trust or if the Trust Chair had the authority to extend the time frame (90 days) allotted for the completion of the course.

Assistant County Attorney Terrence Smith confirmed that the Ethics Training Course was a requirement to serve on the Trust and stated that he would verify whether the Chair could extend the time period to complete the course. He suggested postponing orientation to ensure all members completed the Ethics Training and recommended inviting a representative from the Ethics Commission to address the Trust at the next MDEAT meeting.

Discussions ensued among the Trust members regarding the date of the next Ethics Training Course.

Chairman Crews Jr. asked Mr. Dixon or Ms. Pollock to inquire if a representative from the Ethics Commission was available to attend next month's MDEAT meeting.

Responding to Chairman Crews Jr.'s question about the length of the training/course, Mr. Smith explained that the course was approximately 1 ½ hours long.

Chairman Crews Jr. advised the Trust members that at the recent Housing Advocacy Committee (HAC) meeting, HAC Chairman Mr. Craig Emmanuel voiced his concerns about the lack of community participation in the program and had voiced his commitment to improving outreach efforts to attract more attention to the program and services.

Chairman Crews Jr. reported that the Economic Development Action Committee (EDAC) would be dedicating its next meeting to developing a business plan and funding objectives pursuant to his directive.

Responding to Mr. Coney inquiry as to whether he was appointed to the EDAC, Chairman Crews Jr. informed Mr. Coney that he was not a member of EDAC and read the names of the members into the record.

Ms. Pollock advised Mr. Coney that he was a member of the Revenue Maximization Committee (RMC.)

Chairman Crews Jr. recognized RMC Chairman, Mr. Sheldon L. Edwards and noted that Ms. Pollock would be forwarding a request for the committee to meet in November.

Chairman Crews Jr. spoke about the poor attendance at the recent MDEAT Summit. He indicated that while both the public and Trust member's attendance of the Summit was less than he anticipated, he expected more from MDEAT members. Chairman Crews Jr. noted that MDEAT's goal was to improve the community and as such required Trust Board members to be active and participate by attending events. He recognized special guest speakers T. Willard Fair and Luther Campbell's participation in the summit and concluded his report by urging Trust members to participate in events outside of the monthly MDEAT meetings.

Ms. Mizell asked if staff could notify Trust members of upcoming events via text messaging.

Assistant County Attorney Smith explained that staff was not precluded by the Sunshine Law from sending text messages to members but noted that group messages were not allowed.

Discussions ensued between Ms. Mizell and Assistant County Attorney Smith regarding the use of special "apps" to send group messages and restrictions on the use of County equipment.

Assistant County Attorney Smith recommended staff contact Information Technology Department (ITD) for further information.

Discussions ensued among Ms. Mizell, Mr. Coney and Mr. Dixon regarding the "Wens" application.

Chairman Crews Jr. recognized Trust members Mr. Elbert Waters, Mr. Craig Emmanuel, Ms. Althea Harris and Mr. Ruban E. Roberts for their roles as moderators of the 2015 MDEAT Summit “break-out” sessions.

Responding to Mr. Waters question about the status of the recommendation report, Chairman Crews Jr. noted that a report was forthcoming from Mr. Dixon.

Ms. LaPiana asked about the use of the social network site “LinkedIn” to keep Trust members informed of events.

Assistant County Attorney Smith returned to Chairman Crews Jr.’s question about extending the time period allotted to Trust members to complete the Ethics Training, and explained that MDEAT’s by-laws mandated that the training must be completed within 3 months. He proceeded to read the resolution pertaining to the completion of the Ethics Course training into the record and noted that the Ethics Commission provided a quarterly report to the Board of County Commissioners (BCC) of all members who were not in compliance with their training requirements.

Assistant County Attorney Smith stated that while the resolution did not address the action taken by the BCC, he believed non-compliant members could be removed. He continued to explain that the Trust could move to waive the by-laws 3 months deadline requirement and extend to another specified date.

It was moved by Mr. Emmanuel that MDEAT’s bylaws requirement that Trust Board Members must complete the Ethics Training Course within 3 months be waived and the new deadline date be extended until the next scheduled MDEAT meeting, November 18, 2015. This motion was seconded by Mr. Coney and being put to a vote, the motion was passed by a vote of 9-0. (Mr. Edwards, Dr. Gallon III, Ms. Harris, Ms. Pittman, Mr. Roberts and Ms. James were absent.) Discussions ensued between Dr. Capp and Assistant County Attorney Smith about the new deadline date.

Responding to Ms. Wright’s question about Trust members who had completed the Ethics Training because of their association with other Boards, Mr. Smith advised members to verify compliance with the Ethics Commission.

Ms. LaPiana inquired if the Ethics Training would be done at the end of next month’s MDEAT agenda.

Chairman Crews Jr. advised the Trust members that the Ethics Training would commence upon completion of the Action Items on the agenda.

Addressing the question about the use of “LinkedIn” to keep informed of upcoming events, Assistant County Attorney Smith cautioned against the use of the social media network. He recommended MDEAT create its own LinkedIn page to avoid any issues.

Ms. Mizell clarified that Ms. LaPiana was asking about members “liking/following” MDEAT’s LinkedIn profile page.

Assistant County Attorney Smith confirmed that the Trust members could join MDEAT’s LinkedIn network but cautioned against using the medium to communicate with each other.

IV. EXECUTIVE DIRECTOR'S REPORT

Mr. Dixon spoke about the outreach efforts associated with the "Black Male Youth Mental Health Conference Series." He noted that MDEAT was committed to meeting with the ministers of large churches in the North and South Dade areas to promote the conference and encourage attendance.

Mr. Dixon discussed "Operation Restoration." He explained that the initiative was a collaborative effort by local elected officials led by Commissioner Edmonson, clergy, the School Board and the community to address violent crime in the community. Mr. Dixon reported that during his meeting earlier this morning with Commissioner Edmonson, he raised concerns about the initiative lacking a psychological component and recommended the inclusion of the Black Psychologists Association of Miami-Dade County (BPAMDC). He spoke of Dr. Robertson's role on the "Operation Restoration" committee and pointed out that BPAMDC had already identified recommendation actions, lead authorities and methods to implement their recommendation actions. Mr. Dixon told the Trust members of plans to establish and implement "Grief Teams" and to introduce a monthly "Psychological Hotline" modelled after a Broward County "Attorney Hotline" service.

Mr. Dixon added that he anticipated Commissioners Levine Cava, Moss and Edmonson official support for the upcoming "Black Male Youth Mental Health Conference Series."

V. DEPARTMENTAL MONTHLY REPORTS

A. FISCAL

Mr. Jose Gonzalez noted that this would be the last report for Fiscal Year (FY) 2014-2015 and provided a brief overview of the Teen Court (TC) Fiscal Management Report (Page 32 of MDEAT Agenda Package), Homeownership Assistance Program (HAP) Fiscal Management Report (Page 31 of MDEAT Agenda Package) and Economic Development (G.F) Fiscal Management Report (Page 30 of MDEAT Agenda Package.) He highlighted the fact that TC's "Actual" Revenue (\$870,971.00) was less than the budgeted amount (\$1,245,000.00,) and spoke of the need to involve the Revenue Maximization Committee in the future. Mr. Gonzalez reported that HAP spent \$2,673,116.00 in grants but still managed to end the year with a positive balance of \$2,118,064.00. He explained that G.F's "actual" expenditure on salaries (\$69,429.00) was less than the budgeted amount because of a vacant position.

Mr. Coney asked if it was possible to use "budget transfers" to eliminate negative balances.

Mr. Gonzalez explained that most of the negative balances were minor when compared to the "actual" and "budgeted" amounts. He noted that budget transfers could not be used to balance all line items.

Referring to the Economic Development (G.F) Fiscal Management Report, "Grants to Others" line item (page 30 of the MDEAT Agenda Package,) Dr. Capp inquired why only \$31,170.00 of the budgeted amount (\$135,000.00) was distributed.

Mr. Dixon advised the Trust members that there was a staff vacancy for Economic Development which he anticipated filling and funding from this year's savings. He clarified that \$35,000.00, and not

\$31,170.00 as reflected in the report, was allocated to the Economic Development Action Committee (EDAC) to fund historical programs such as the South Dade Martin Luther King Expo.

Mr. Gonzalez noted that actual expenditure was less than what was originally estimated and budgeted for.

Dr. Capp suggested discussing the report in further detail at the next EDAC meeting.

Ms. Pollock clarified that the budgets being reviewed were for FY 2014-2015.

Referring to the HAP report on page 31 of the MDEAT Agenda Package, Mr. Coney requested additional information regarding the amount of revenue gained from "Other taxes" and expenditure on salaries.

Mr. Gonzalez reported that HAP received more "Other taxes" revenue than what was initially estimated, hence the overage/balance of \$118,690.00.

Responding to Mr. Coney's concerns about the line items with a negative balance, Mr. Gonzalez explained that he could not make any adjustments or "budget transfers" until the end of the year.

B. HOUSING

Mr. Eric Johnson provided a brief overview of the funding sources and budget policy for the Homeownership Assistance Program (HAP.) He informed the Trust members that HAP would be participating in a community summit event hosted by the National Association of Real Estate Brokers (NAREB) and the South Florida Board of Realtors at the Betty T. Ferguson Recreational Complex this Saturday (10/24.) Mr. Johnson described HAP's involvement and role in the summit and noted that the event was advertised via social media.

Mr. Johnson reviewed HAP's "September 2015 and 2014-2015 FY End Production Report." (See page 36 of the MDEAT Agenda Package.) He noted that the program processed a total of 525 applications and funded 429 HAP loans amounting to \$2,600,771.00 for FY 2014-2015. Mr. Johnson explained the difference between "Other MDC Funding" and "Non-MDC Subsidy Loans." He directed the Trust members' attention to the demographic breakdown and spoke about the level of participation of Black/African American participants in the program. Mr. Johnson noted that while the demographic breakdown of participants in the program was reflective of the demographic composition of the County, concerns had been raised by the Trust in the past about increasing the level of participation of the Black/African American community. He pointed out that these concerns were addressed by the Housing Advocacy Committee (HAC), the Economic Summit and the HAC Executive Committee resulting in several different proposals and initiatives. Mr. Johnson emphasized the difficulty and complexity associated with increasing Black/African American participation.

Mr. Johnson told the Trust members that the program was required to allocate a minimum of 50% of surtax funding to "Low" and "Very Low" Income borrowers and provided examples of family sizes and incomes which meet the criteria for "low" and "very low" income programs. He reviewed the

breakdown according to the Commission Districts and spoke of emerging trends in the real estate market and how they can help generate more loans in African American communities.

Responding to Mr. Dixon's question regarding inventory, Mr. Johnson clarified that his use of the term "availability" referred to the inventory of homes. He indicated that the majority of affordable housing inventory/availability was concentrated in south Miami-Dade, specifically Commission Districts 8 and 9. Mr. Johnson noted that the average sales price of homes purchased by applicants in the program was \$167,000.00, with the average 1st mortgage being \$155,000.00. He pointed out that Commission District 1 remained a desirable location for many program participants looking to purchase homes and spoke about the significant number of foreclosures in the area; as well as HAP's ability to affect change in the community. Mr. Johnson spoke of plans to present affordable housing initiatives to the Trust in the near future.

Mr. Dixon's inquired about HAP's outreach efforts to the Young Professional Network (YPN).

Mr. Johnson noted that approximately 35 YPN members attended a HAP presentation related to purchasing a home and home ownership. He reported that the attendees were unaware that they were eligible to apply for various housing assistance programs despite their income and reviewed the income and family size eligibility requirements used by the programs. Mr. Johnson advised the Trust members that HAP was invited to return to address other YPN members about available programs and eligibility requirements and would also be making a similar presentation to participants and volunteers of the Youth Action Committee (YAC.)

Mr. Dixon spoke about the misconceptions associated with housing assistance programs and discussed the need and importance of attracting young professionals to participate in the program to help revitalize the community.

Mr. Johnson informed the Trust members that Taj Realty (phonetic) was contracted by HAP to assist with the home ownership program, as well as with outreach and training.

C. TEEN COURT/YOUTH SERVICES

Chairman Crews Jr. noted that there was no additional information or report needed regarding the Teen Court program.

D. MARKETING AND PUBLIC INFORMATION

Chairman Crews Jr. invited the members to review the Public Information Report found on Page 43 of the MDEAT Agenda Package and opened the floor to comments.

Mr. Coney voiced his concerns regarding MDEAT's social media presence and spoke of the importance of reaching target audiences via social media/network sites such as Instagram. He asked Mr. Johnson if he believed developing a strong social media presence would help educate the public about programs and initiatives.

Mr. Johnson noted that Taj Reality under the guidance of Ms. Tanisha Taylor (phonetic), along with Ms. LaPiana and Mr. Emmanuel would be overseeing the implementation and development of HAP's social media presence.

Chairman Crews Jr. stressed the importance of implementing a social media presence for all of MDEAT's Committees, programs and initiatives.

Mr. Waters revisited HAP's report on page 36 of the MDEAT Agenda Package and addressed the program participation numbers for Commission Districts 1, 8 and 9. He noted that the Miami Gardens City Council was focused on creating avenues for economic development and suggested HAP make a presentation to the Council about the different housing assistance programs available. Mr. Waters spoke about the adverse connotation associated with the term "affordable housing" and pointed out that only through increased awareness, education and information could the negative stigma be removed.

Mr. Dixon stated he would contact the City of Miami Gardens with regards to addressing the City Council on MDEAT's Homeownership Assistance Programs.

Discussions ensued among the Trust members regarding the decline in home owners in the Miami Gardens area and the increase in renters.

Chairman Crews Jr. discussed the possibility of HAP working in conjunction with the City of Miami Gardens housing initiative to promote home ownership and encourage home buyers to move into the area.

Discussions ensued between Mr. Dixon and Mr. Waters regarding funding allocation and distribution timeframe for the City of Miami Gardens housing program.

Ms. LaPiana noted that North Miami Beach area was a developing area worthy of attention and future consideration.

ADJOURNMENT

There being no further business to come before the Trust, the meeting adjourned at 5.40 p.m.

Chairman Cornell Crews Jr.

Miami-Dade Economic Advocacy Trust

ACTION ITEM I A

ECONOMIC DEVELOPMENT RECOMMENDED ACTIONS



**MIAMI-DADE ECONOMIC ADVOCACY TRUST
MEMORANDUM OF APPROVAL**

TO: Miami-Dade Economic Advocacy Trust (MDEAT) Board
FROM: Cornell Crews Jr., EDAC Chairperson
DATE: November 13, 2015
SUBJECT: 2015-2016 EDAC Recommended Action Approval Request

PURPOSE OF ITEM

The purpose of the item is to request the MDEAT Board of Trustees authorization to implement economic development activities outlined in the attached Economic Development Action Committee Recommended Actions for FY 2015-2016.

BACKGROUND INFORMATION

MDEAT is focused on helping to create economic parity through economic development initiatives. Business development and growth is a key element of community sustainability. Through the input of key stakeholders at the MDEAT 2015 Economic Summit and the Economic Development Action Committee (EDAC), the EDAC compiled recommended actions for consideration by the MDEAT Board. The EDAC request is consistent with ensuring economic development within the Target Urban Areas (TUAs).

FISCAL IMPACT

The fiscal impact will not exceed thirty-five thousand dollars (\$35,000.00) from the Economic Development budget.

RECOMMENDATION

It is recommended that the Board of Trustees approve the 2015-2016 Economic Development Action Committee Recommended Action Request.

MDEAT

Miami-Dade Economic
Advocacy Trust

Working Together for Economic Change

Economic Development Recommendation Action Chart

RECOMMENDATION	LEAD STAKEHOLDERS/ ADDITIONAL STAKEHOLDERS	FIRST YEAR ACTION STEPS	FIRST YEAR OUTCOMES
Provide greater access to information regarding business opportunities	Miami-Dade County	Contact MDC Communications Department and negotiate web page creation	MDC web page for posting of small business opportunities
Create symposiums as a delivery system of resources for technical assistance to small business	MDEAT and Collaborative Partners	Sponsor a north and south symposium of technical assistance organizations for one-on-one consultations with small businesses	North and South small business assistance symposiums
Organize franchise exposition and training	MDEAT and National Franchise organization	Create a business exposition focused on acquiring a franchise	North Dade Business Exposition focused on franchise acquisition
Develop a mentorship program for small businesses	Major local corporations	Connect small businesses with large businesses in their industry for mentoring opportunities	Establish at least two such mentoring relationships

ACTION ITEM I B

2015-2016 ECONOMIC DEVELOPMENT BUDGET



MIAMI-DADE ECONOMIC ADVOCACY TRUST MEMORANDUM OF APPROVAL

TO: Members of the MDEAT Trust

FROM: Cornell Crews, Jr., Chairperson
Economic Development Action Committee

DATE: November 11, 2015

SUBJECT: 2015-2016 Economic Development Budget

PURPOSE OF ITEM

The purpose of this item is to request approval of the Economic Development Budget for the fiscal year 2015-2016 by the Miami-Dade Economic Advocacy Trust Board.

BACKGROUND INFORMATION

The attached budget is recommended by the Economic Development Action Committee (EDAC) after review and approval on November 10, 2015. The line item titled ***Investments in TUA Initiatives*** is to provide services and initiatives in the TUAs. These services and initiatives are to promote economic development and financial awareness. When procuring these services for the TUAs, staff will use best practices and follow the procurement guidelines outlined in MDEAT's ordinance. The committee is currently reviewing possible initiatives. These initiatives once research and developed will be forwarded to the MDEAT Board for consideration and approval.

FISCAL IMPACT

The fiscal impact of this item is thirty-five thousand dollars (\$35,000.00).

RECOMMENDATION

It is recommended that the Miami-Dade Economic Advocacy Trust Board approve the attached Economic Development Budget for the fiscal year 2015-2016.

 Miami-Dade Economic Advocacy Trust (MDEAT)		
Economic Development Budget Recommendation for FY 2015-2016		
<i>As of November 18, 2015</i>		
Total Income	\$35,000	
Expenditures	Recommended	Narrative
MLK Expo 2016	\$ 10,000.00	Annual expo that attracts nearly 100 South Dade businesses to display their products and services to the local community during the West Perrine MLK celebration. MDEAT has hosted the annual event since 2013.
North Central Dade Expo 2016	\$ 10,000.00	An expo for North Dade businesses to display their products and services to the surround communities. The first expo hosted by MDEAT was held May 2015 in response to public interest. It attracted nearly 50 businesses and more than 100 residents attended throughout the event.
Breakfast Series	\$ 1,000.00	MDEAT hosts public discussions on prevailing economic development issues. The breakfast discussions are held at local restaurants in Targeted Urban Areas and feature speakers from non-profits, local governments, and business enterprises.
Investment in TUA Initiatives	\$ 14,000.00	The EDAC proposes providing services and initiatives in the TUAs. These services and initiatives are to promote economic development and financial awareness. When procuring these services for the TUAs, staff will use best practices and follow the procurement guidelines outlined in MDEAT's ordinance. The committee is currently reviewing possible initiatives. These initiatives once research and developed will be forwarded to the MDEAT Board for consideration and approval.
Total Expenditures	\$ 35,000.00	

ACTION ITEM I C

ANNUAL SCORECARD (FIU)



**MIAMI-DADE ECONOMIC ADVOCACY TRUST
MEMORANDUM OF APPROVAL**

TO: Members of the MDEAT Trust

FROM: Cornell Crews Jr., Chairperson
Miami-Dade Economic Advocacy Trust

DATE: November 13, 2015

SUBJECT: MOU: Annual Report Card and Scorecard Proposal

PURPOSE OF ITEM

The purpose of this item is to request the approval of the attached proposal from Florida International University (FIU) to update the ordinance-mandated Annual Report Card/Scorecard. Additionally, authorize staff to enter into any necessary agreements.

BACKGROUND INFORMATION

Miami-Dade County Economic Advocacy Trust (MDEAT) is mandated by its governing ordinance to produce an annual **Report Card/Scorecard** and report its findings to Miami-Dade County Board of Commissioners. According to Article XLVIII Section 2-505e, *the Trust shall submit to the Board an annual Report Card on the State of the Black Community in Miami-Dade County.* Further, Section 2-506e states that *the Trust shall submit to the Board an annual scorecard that reflects the performance of those entities (both public and private) charged with and funded to improve conditions in blighted communities.*

MDEAT contacted FIU to produce the annual Report Card and Scorecard in 2013. FIU produced the first Score Card in 2014. This document will continue to serve as a supplement to Miami-Dade County's Report on *Socio-Economic Conditions in Miami-Dade's Targeted Urban Areas: 2007-2011.*

FISCAL IMPACT

The total fiscal impact of this item is an amount not to exceed \$38,600 as delineated below:

RECOMMENDATION

It is recommended that the MDEAT Board authorize staff to enter into an agreement with FIU and expend an amount not to exceed \$38,600 over the 2015-16 and 2016-17 fiscal year periods to develop the ordinance-mandated annual report card and score card.

Proposal to Provide Professional Services
For

**2015 Annual Report Card
and Scorecard Update**

Prepared for
**Miami-Dade Economic Advocacy Trust
(MDEAT)**

November 5, 2014



1101 Brickell Ave, Suite S-206
Miami, FL 33131
305.779.7872
metropolitan.fiu.edu

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A. Staff Experience

The Metropolitan Center at Florida International University (FIU) is the leading urban “think tank” in South Florida established in 1997 as an applied research unit under the School of International and Public Affairs (SIPA). The Center has a solid record of providing technical services to communities in the areas of economic development, housing, transportation and land use planning. The Center’s approach to providing technical services is to take into account the unique needs of individual communities, while adhering to recognized methodologies for data analysis and reporting. Following is the description of our core areas of expertise:

Economic Development and Housing Policy

The Metropolitan Center employs a holistic approach to economic development that integrates traditional concerns for economic base expansion with an eye to affordable housing, human capital and organizational capacity. Our staff and affiliated researchers are conversant in state-of-the-art practices that build stakeholder consensus in developing practical economic development and housing policies. The Center has garnered national acclaim for housing market and economic impact analyses undertaken for cities and counties in South Florida.

Performance Management, Training and Survey Research

The Metropolitan Center conducts quantitative and qualitative public opinion research, including multilingual surveys, focus groups, in-person interviews and mystery shops to give local governments, community organizations, and businesses feedback on customer service and satisfaction. Our training programs are customized to client needs and conducted either at our training facilities in downtown Miami or onsite for the sponsoring agency. Trainers and course content are evaluated on an ongoing basis to assure relevance and quality. The Metropolitan Center also provides performance auditing and process redesign to foster cost-effective, strategy-based service delivery. These services are often bundled with customer service surveys to balance performance metrics.

Economic and Demographic Research

The Metropolitan Center is a designated U.S. Census Information Center, which interprets, disseminates and analyzes demographic data. The Center turns data into action with a deep understanding of information sources and the ability to apply statistical findings. Spatial dimensions are included in our presentations with maps, charts and tables illustrating information and the importance of findings. This research presents policymakers with informed policy alternatives to improve organizational performance.

Planning and Land Use Policy

The Metropolitan Center provides technical assistance throughout Southeast Florida to local and county decision makers in a variety of land use issues including Corridor Plans, Evaluation and Appraisal Reports (EARs) and Comprehensive Plans. We provide services that leverage the best intelligence available to develop strategic plans that maximize benefits for the community. We also work with leading architectural firms in designing and implementing community redevelopment activities. The Center conducts planning charrettes and visioning in conjunction with its planning efforts.

The Metropolitan Center project team has been selected to provide the proposed services based on their collective experience in secondary data analysis, primary data collection and policy analysis and recommendations. Below are brief descriptions of the expertise of the three leading staff members who will conduct the research.

Ned Murray, Ph. D., AICP – Co-Principal Investigator

The 2015 MDEAT Annual Report Card and Scorecard will be supervised by Dr. Ned Murray. Dr. Ned Murray, AICP was appointed the Associate Director of the Metropolitan Center at Florida International University in 2004. Dr. Murray has over twenty years of professional and academic experience in city planning and economic development. He is a national expert on industry clusters. He holds a Ph.D. in Urban and Regional Planning from the University of Massachusetts at Amherst and is a professionally certified planner with the American Institute of Certified Planners (AICP). He is the former editor of American Planning Association Economic Development Division (APA/EDD) publication, *News and Views*.

Dr. Murray is a leading expert in the area of economic and housing market analysis. He has authored many of the landmark housing market and needs studies completed in South Florida in the past three years, including the leading studies for Miami-Dade, Palm Beach, Broward and Monroe Counties. He was also the Principal Investigator on the *Broward County Housing Linkage Fee Nexus Study* and *Rental Housing Study for Palm Beach and Martin Counties*. Dr. Murray has recently completed and presented *Housing Market Update and Municipal Scorecard* studies for Palm Beach and Broward Counties and the first *South Florida Workforce Housing Needs Assessment* and *South Florida Workforce Housing Best Practices* study on behalf of the Regional Business Alliance. Dr. Murray developed the "Municipal Scorecard for Affordable Housing Delivery®" model which was used in both the Palm Beach and Broward Counties affordable housing needs assessments.

Maria Ilcheva, Ph.D. – Co-Principal Investigator

The data collection and analysis will be supervised and implemented by Dr. Maria Ilcheva, Senior Researcher at the Metropolitan Center. Dr. Ilcheva has been employed as a senior researcher at the Metropolitan Center since 2009. She has experience and responsibility in a number of areas critical to the Metropolitan Center's operations, including serving as Principal Investigator and/or Project Manager on a number of contracts and grants, with many of them including a public involvement element. Dr. Ilcheva has over eight years of experience in working on various economic development, social and behavioral projects. Ms. Ilcheva serves as Subject Matter Expert in behavioral research, including surveys, polling, evaluations, and focus groups and supervises and maintains quality standards for SPSS statistical analysis for Center projects. Dr. Ilcheva has managed multiple projects related to public opinion including a survey of Miami-Dade County residents, Liberty City area residents, Doral residents and a detailed survey of Texas Gulf Coast residents. She also led the collection of data and analysis of a South Florida Digital Literacy survey for the South Florida Workforce Investment Board, the 311 & Web Survey for Miami-Dade County and the annual hurricane preparedness poll. Previously, Ms. Ilcheva managed a survey project for Miami-Dade Cultural Affairs Department concerning their Culture Shock program, and the Comprehensive Needs Assessment Survey for the Miami-Dade Community Action Agency. She has managed the data collection and analysis of hurricane mitigation surveys since 2007, and conducted focus groups of Florida residents on hurricane preparedness and mitigation in 2008. She was also the principal investigator of a Customer Satisfaction Initiatives project for the Miami-Dade Parks and Recreation Department which included surveys with current and potential Auditorium visitors, employees and producer/artists. Ms. Ilcheva's previous involvement also includes housing and economic studies including an assessment of the business environment in the Miami Downtown area for the

Downtown Development Authority, the *Monroe County Affordable Housing Needs Assessment*, and the *City of Hialeah Economic Outlook Study*. She has also participated in the research and analysis of projects on youth services assessment, health services, and hurricane preparedness. She has also conducted focus groups with residents, businesses and specific population segments including teachers, homeowners and specific service users.

Claudia Villata, B.A.

Ms. Villata is an experienced community outreach professional in the non-profit sector. She holds a B.S. in Urban and Regional Studies from Cornell University and is an AmeriCorps alumna. Her public sector experience includes the *Brownsville Neighborhood Success Measures Report 2012*, and leading a pilot neighborhood marketing program for a community development corporation of South Florida. Her research contribution at the Metropolitan Center includes the *Broward County Housing Needs Assessment*, *Miami-Dade Economic Advocacy Trust Annual Report Card and Scorecard*, *Economic Currents Quarterly Report*, and *Village of Key Biscayne Secret Shops*. Ms. Villata contributes to ongoing bilingual, quality assurance shops, which include both phone and in-person surveys. Most recently, she has been researching inclusionary affordable housing program policies across the United States.

B. Background

The proposed scope of services was designed to respond to the need identified by the Miami-Dade Economic Advocacy Trust (MDEAT) to prepare annual reports which show various indicators for the Black community in the county. Specifically, Miami-Dade, Florida, County Code of Ordinances Article XLVIII, Section 2-505. (e) states "The Trust, in addition to providing quarterly financial reports, shall submit to the Board an Annual Report Card on the on the State of the Black Community in Miami-Dade County. The report card shall include information on factors such as, but not limited to, the unemployment rate, the rates of business ownership, graduation rates, and homeownership rates within Miami-Dade County Black Community. The report card shall be presented to the Board and to the community." Further, Section 2-506. (e) of the County Ordinance states, "The Trust shall submit to the Board an annual scorecard that reflects the performance of those entities, (both public and private) charged with and funded to improve conditions in blighted communities."

The Florida International University (FIU) Metropolitan Center on behalf of the Miami-Dade Economic Advocacy Trust (MDEAT) proposes the following tasks to assist MDEAT in the 2015 update of the Annual Report Card and Scorecard. The design of the annual reports will complement existing data reports of Targeted Urban Areas (TUAs) prepared by the Miami-Dade County Regulatory and Economic Resources Department, and will update the data measures and indicators presented by the FIU Metropolitan Center in the 2014 MDEAT Report Card and Score Card. The following scope of services details how each of the two aforementioned reporting requirements will be addressed and the specific metrics that will be included.

C. Scope of Services

The Metropolitan Center team has designed the following task breakdown to produce the 2015 Annual Report and Scorecard.

Task I: Meeting with MDEAT Officials

The Metropolitan Center's key personnel will meet with MDEAT officials to review the final set of variables and indicators to be used in the Annual Report Card and Scorecard. Project timelines, reporting requirements and project deliverables will also be established.

Task II: Completion of Annual Report Card

The Annual Report Card will complement existing TUA profiles prepared by the Miami-Dade County Regulatory and Economic Resources Department and include an analysis of supplemental indicators under the four major areas that make up a 'healthy community': 1) Education, 2) Housing, 3) Jobs/Economic Development, and 4) Criminal Justice.

The following TUAs with predominantly Black populations will be the focus of the 2015 Annual Report Card analysis:

1. Carol City
2. Coconut Grove
3. Goulds
4. Liberty City
5. Little Haiti
6. Model City
7. North Miami 7th Avenue TUA Corridor
8. North Miami Downtown TUA Corridor
9. North Miami West Dixie Hwy Corridor
10. NW 27th Avenue Corridor
11. NW 183rd Street TUA Corridor
12. Opa Locka
13. Overtown
14. Perrine
15. Richmond Heights
16. South Miami
17. West Little River

The existing TUA profiles include the following variables:

- Population by age, gender, race and ethnicity
- Educational attainment
- Number living in poverty
- Labor Force
- Employment and unemployment rate
- Median household and per capita income
- Median home value
- Housing vacancy rate
- Employment by industry

In addition to the above, the FIU Metropolitan Center will update the following variables and indicators which were added to the 2014 Annual Report Card:

- Household types by race and ethnicity
- Household type by tenure
- Household type
- Household income by race
- Per capita income by race
- Housing units
- Housing tenure
- Number of housing vacancies by tenure
- Housing tenure by race and 'ethnicity'
- Median gross rent
- Housing cost burden
- Foreclosure activity (note: the county has this information and can provide the data for the report)
- Average market rent in the TUAs
- How much is subsidized or public housing (What number of housing units are subsidized or public housing in comparison to the whole)
- Rate of business ownership by race and ethnicity
- Dropout rate
- Graduation rate
- Crime rate
- Juvenile crime rate
- Number of arrests

Task III: Determine Resources available to Residents within TUAs

The FIU Metropolitan Center will update the programs and services available to residents in the TUAs and create an inventory of available resources. Once the list has been compiled, the Center will evaluate the services provided to residents and identify if these programs have been effective in meeting the needs of the populations and what gaps may continue to exist.

Task IV: Complete Scorecard

The FIU Metropolitan Center will utilize the Scorecard developed as part of the 2014 Report (Appendix D in the report) to show change in the indicators across the specified categories. The Scorecard will be based on the comparison of the data reported in the 2014 report and the most recently available data.

Task V: Proposed Policy Recommendations and Collaborative Opportunities

The FIU Metropolitan Center will analyze the Annual Report Card findings and identify service gaps, potential program and service delivery shortfalls, and opportunities for enhancement. The FIU Metropolitan Center will propose appropriate policy recommendations and suggest any collaborative opportunities within these programs to better coordinate services, direct change, and set the framework for innovation and improvement in program and service delivery.

D. Project Timeline

Task	Activities Summary	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Time Estimates (business days)
Task I: Meeting with MDEAT Officials	Review the final set of variables and indicators, establish timelines, reporting requirements and deliverables											2 hours
Task II: Completion of Annual Report Card	Analyze indicators under the four major areas that make up a 'healthy community': 1) Education, 2) Housing, 3) Jobs/Economic Development, and 4) Criminal Justice											30 days
Task III: Determine Resources available to Residents within TUAs	Update the programs and services available to residents in the TUAs and create an inventory of available resources; evaluate the services and determine gaps											10 days
Task IV: Complete Scorecard	Determine potential data point changes across time and complete Scorecard showing the direction of change											5 days
Task V: Proposed Policy Recommendations and Collaborative Opportunities	Analyze the report card findings and identify service gaps, potential program and service delivery shortfalls, and opportunities for enhancement											10 days
Total:		50 business days										

E. Fees by Task

Task	Activities Summary	Total
Task I: Meeting with MDEAT Officials	Review the final set of variables and indicators, establish timelines, reporting requirements and deliverables	na
Task II: Completion of Annual Report Card	Analyze indicators under the four major areas that make up a 'healthy community': 1) Education, 2) Housing, 3) Jobs/Economic Development, and 4) Criminal Justice	\$20,600
Task III: Determine Resources available to Residents within TUAs	Update the programs and services available to residents in the TUAs and create an inventory of available resources; evaluate the services and determine gaps	\$4,500
Task IV: Complete Scorecard	Determine potential data point changes across time and complete Scorecard showing the direction of change	\$3,000
Task V: Proposed Policy Recommendations and Collaborative Opportunities	Analyze the report card findings and identify service gaps, potential program and service delivery shortfalls, and opportunities for enhancement	\$10,500
Total:		\$38,600

The estimated direct cost for all proposed services is \$38,600 including staff time, data purchase, office supplies and other administrative fees. The costs also include indirect costs at a 26% rate as mandated by Florida International University.

F. Contact Information

Project Contact:

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Associate Director
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ACTION ITEM I D

YOUTH ACTION COMMITTEE MEMBERSHIP



MIAMI-DADE ECONOMIC ADVOCACY TRUST MEMORANDUM OF APPROVAL

TO: Miami-Dade Economic Advocacy Trust Board Members
FROM: Cornell Crews, MDEAT Board Chairperson
DATE: November 18, 2015
SUBJECT: Youth Action Committee Membership

PURPOSE OF ITEM

The purpose of this item is to request that the Miami-Dade Economic Advocacy Trust Board approve the removal of one member of the Youth Action Committee and appoint a new member to the Youth Action Committee.

BACKGROUND INFORMATION

In adherence to MDEAT Bylaws, Youth Action Committee (YAC) member Saliha Nelson has not completed the required Sunshine Review. The Sunshine Review has been provided on two occasions during regular scheduled Youth Action Committee (YAC) meetings. The Sunshine Reviews occurred December 11, 2014, and August 13, 2015. Ms. Nelson has also missed five of the past seven YAC meetings.

FISCAL IMPACT

There is no fiscal impact for this item.

RECOMMENDATION

It is recommended that the Miami-Dade Economic Advocacy Trust Board approve the removal of Saliha Nelson from the Youth Action Committee and appoint a new member to the committee.

ACTION ITEM I E

MDEAT AGREEMENTS FOR CHILDREN'S TRUST GRANT



**MIAMI-DADE ECONOMIC ADVOCACY TRUST
MEMORANDUM OF APPROVAL**

TO: Miami-Dade Economic Advocacy Trust Board Members
FROM: John Dixon, Executive Director
DATE: November 13, 2015
SUBJECT: MDEAT Agreements pursuant to the Children’s Trust Grant

PURPOSE OF ITEM

This item is to request the approval of MDEAT Board to authorize staff to enter into three agreements that are required by the Children’s Trust grant agreement. Additionally, staff is requesting authorization to expend an amount not to exceed 15,080.00 on the combined three agreements.

BACKGROUND

The grant agreement allows for the procurement of three services: project evaluation; videography and photography; as well as graphic design and printing. Staff has procured and selected the following three contractors to perform the work: MC3 Consulting, project evaluator; Eyeurbantv, videography and photography; and Blue Digital, graphic design and printing. A copy of the standard agreement is attached for the board’s perusal. These are services that must be purchased outside of the county’s internal services pursuant to the grant agreement. The individual contracts are for amounts as follows: Blue Digital (\$1,401.00), MC3 Consulting (5,600.00) and Eyeurbantv (\$4,550.00).

FISCAL IMPACT TO AGENCY

The fiscal impact of this item is an expenditure not to exceed \$15,080.00, the original allocation for these services under the Children’s Trust Grant Agreement.

RECOMMENDATION

It is recommended that the MDEAT Trust Board authorizes MDEAT staff to enter into the three agreements contemplated by the Children’s Trust grant agreement previously approved by the Board.

See attachment: Children's Trust Grant Agreement

INFORMATION ITEM II A

MIAMI-DADE COUNTY TEEN COURT AUTOMATION



MIAMI-DADE ECONOMIC ADVOCACY TRUST INFORMATION ITEM

TO: Miami-Dade Economic Advocacy Trust Board of Directors
FROM: John Dixon, Executive Director
DATE: November 18, 2015
SUBJECT: Miami-Dade County Teen Court Automation – Status Report

Miami-Dade County Teen Court similar to most county programs are faced with growing demands for services while having to adjust to the effects of reduced funding. It is times like these where the appropriate application of technical solutions can make a real difference in terms of cost savings, improved service delivery and increased operational efficiency. For the past several months staff has gathered quality information to address business needs that would improve current IT standards and staff capabilities.

- MDEAT's 5 year Strategic Implementation Plan 2015-2016 PEST Analysis (Exhibit 29b page 128) states the need for computer data base of clients served. The following areas among others will be addressed with the improved system.
 1. Case Management
 2. Monthly Program Reports
 3. Annual Program Reports
 4. Program Analysis
 5. Participant Tracking
 6. Service Referral

- The process for engagement includes MDEAT's interface with the Office of Management and Budget and Information Technology Department.

Over the next few months, staff will continue to work with key county entities and private companies to identify a system that will fit the program's needs. Anticipated implementation of a new system is 2016.

Departmental Monthly Reports

V. A

Fiscal Report

MDEAT

Miami-Dade Economic
Advocacy Trust 

Working Together for Economic Change

FISCAL REPORT

FISCAL YEAR 2015/6

As of October 31, 2015

MIAMI-DADE ECONOMIC ADVOCACY TRUST

ADMINISTRATION (G.F.)

FISCAL MANAGEMENT REPORT FY 15/16

As of October 31, 2015

Subobject Description	Budget	Actual	Balance
GENERAL FUND	469,000	0	469,000
INTERDEPARTMENTAL TRANSFERS	340,000	0	340,000
REVENUE TOTAL	809,000	0	809,000
110 SALARIES	478,000	45,711	432,289
1010 FRINGES	225,000	53,038	171,962
23210 GENERAL LIABILITY	6,000	6,457	-457
24571 P.C. MAINT	4,000		4,000
25330 COPY MACHINE RENTAL	6,000		6,000
26050 GSA PRINTING & REPRODUCTION	16,000		16,000
26062 FM LT EQ MILEAGE		31	-31
26077 FM-POOL VEHICLE HOURS		28	-28
26110 DATA PROCESSING SERVICES	2,000	2,160	-160
31010 TELEPHONE-REGULAR	5,000	-103	5,103
31011 TELEPHONE-LONG DISTANCE		26	-26
31015 CELLULAR PHONE SERVICES	1,000	100	900
31018 OTHER COMMUNICATION		132	-132
31210 TRAVEL EXPENSE-U.S	8,000		8,000
31320 PARKING REIMBURSEMENT	1,000		1,000
31402 NEWSPAPER ADVERTISING	17,000		17,000
31408 RADIO ADVERTISING	14,000		14,000
31420 SPONSORSHIPS/MARKETING	17,000		17,000
31510 OUTSIDE PRINTING	2,000		2,000
31520 GRAPHIC SERVICES	2,000		2,000
32010 INSERVICE TRAINING	1,000		1,000
47010 OFFICE SUPPLIES/OUTSIDE VENDOR	1,000		1,000
47011 GSA CENTRAL SERVICES	2,000	46	1,954
95021 COMPUTER EQUIPMENT	1,000		1,000
EXPENDITURE TOTAL	809,000	107,626	701,374

MIAMI-DADE ECONOMIC ADVOCACY TRUST

ECONOMIC DEVELOPMENT (G.F.)

FISCAL MANAGEMENT REPORT FY 14/15

As of October 31, 2015

Subobject Description	Budget	Actual	Balance
GENERAL FUND	26,000		26,000
CARRYOVER	117,000		117,000
REVENUE TOTAL	143,000	-	143,000
21110 MANAGEMENT SERVICES	20,000		20,000
26050 GSA PRINTING & REPRODUCTION	5,000	5,000	0
60620 GRANTS TO OTHERS	118,000	1,232	116,768
EXPENDITURE TOTAL	143,000	6,232	132,991

MIAMI-DADE ECONOMIC ADVOCACY TRUST**HOMEOWNERSHIP ASSISTANCE PROGRAM (HAP)****FISCAL MANAGEMENT REPORT FY 15/16**

As of October 31, 2015

Subobject Description	Budget	Actual	Balance
R31900 OTHER TAXES	3,400,000		3,400,000
R36100 INTEREST EARNINGS	3,000		3,000
R36900 OTHER MISCELLANEOUS	-		-
R38900 CARRYOVER	3,026,000	2,953,989	72,011
REVENUE TOTAL	6,429,000	2,953,989	3,475,011
00110 SALARIES	169,000	16,253	152,747
01010 FRINGES	56,000	4,074	51,926
26050 GSA PRINTING & REPRODUCTION	2,000		2,000
26616 RECORDING FEES	1,000		1,000
33016 EMPLOYMENT PROCESSING		78	(78)
57000 INTRAFUND TRANSFER	340,000		340,000
60620 GRANTS TO OTHERS	5,774,000	237,750	5,536,250
EXPENDITURE TOTAL	6,429,000	258,155	6,408,596

MIAMI-DADE ECONOMIC ADVOCACY TRUST

TEEN COURT

FISCAL MANAGEMENT REPORT FY 15/16

As of October 31, 2015

Subobject Description	Budget	Actual	Balance
R35900 OTHER FINES AND/OR	850,000		850,000
CARRYOVER	229,000	477,232	-248,232
R36100 INTEREST EARNINGS	1,000	82	918
REVENUE TOTAL	1,080,000	1,285,543	269,457
00110 SALARIES	611,000	59,170	551,830
01010 FRINGES	281,000	17,228	263,772
22310 SECURITY SERVICES	15,000	1,808	13,192
22351 CONTRACTED FOOD SERVICES	35,000		35,000
24130 MAINT & REPAIR:OFF MACHINES	1,000		1,000
25330 COPY MACHINE RENTAL	3,000		3,000
25511 PAYMENTS TO LESSOR	13,000		13,000
26032 GSA AFT.HOUR CHRGS	3,000		3,000
26050 GSA PRINTING & REPRODUCTION	3,000		3,000
26062 FM LT EQ MILEAGE	2,000	215	1,785
26077 FM-POOL VEHICLE HOURS	2,000	180	1,820
31210 TRAVEL EXPENSE-U.S	1,000		1,000
31402 NEWSPAPER ADVERTISEMENT	1,000		1,000
31420 SPONSORSHIPS/MARKETING	3,000		3,000
31510 OUTSIDE PRINTING	1,000		1,000
47011 GSA CENTRAL SERVICES	1,000	583	417
60620 GRANTS TO OTHERS	104,000		104,000
EXPENDITURE TOTAL	1,080,000	79,184	1,000,816

Departmental Monthly Reports

V. B

Housing Unit Report



Homeownership Assistance Program

OCTOBER 2015

HOUSING OUTREACH & ADVOCACY REPORT

During the period from October 1, 2015, through October 31, 2015, forty-three (43) HAP loan applications were submitted totaling \$6,639,585 in first mortgages with a \$7,568,670 aggregate purchase price. There were \$422,500 in Miami-Dade County and other (non-county) administered Down-payment Assistance Program (DAP/ DPA) funds associated with those loans.

During the same period from October 1, 2015, through October 31, 2015, forty-three (43) families purchased homes using \$256,130 in HAP funds. These loans generated \$7,349,174 in first mortgages with a \$7,630,680 aggregate purchase price. There were \$70,000 in Miami-Dade County assistance program funds leveraged with these loans with \$31,000 in non-county DAP/DPA funded mortgages linked to these first-time homebuyer closings.

HAP loans have thereby increased this year's county property tax roll by an estimated \$86,000 in September 2015 based on an average tax bill of \$2,000 (*see October 2015 Production Report for statistical details*).

HAP TRAINING SEMINARS AND FUNDING

HAP Certification and Down-payment Assistance Programs (DAP/DPA) Training Workshops detail the HAP operation along with a general overview of DAP/DPA funding sources, timeframes, set-up and possible usage. Signed Agreements are required for individuals seeking HAP participation along with affiliated company licensing information for monitoring and tracking purposes. The next HAP Certification Workshops are now scheduled for November and December 2015.

HAP lender/loan officer and closing agent recertification workshops are now completed, participation lists are being compiled, and revisions to HAP participation and certification guidelines and procedures along with form updates are being finalized. Due to regulatory changes that go into effect on October 1, 2015 there will be additional revisions and changes which magnitude are not fully known or determined at this time. Reassessment will begin in conjunction with lender and title agent changes beginning October 1st.

MDEAT receives eight percent (8.00%) of the Documentary Surtax Funds sent to Miami-Dade



County on a monthly basis. HAP funds received during fiscal year 2014-15 totaled just over \$3.5MM and carryover funds from fiscal year 2014-15 to fiscal year 2015-16 was just under \$3MM. Interest and fee income, and funds transferred are now being evaluated.

HOMEOWNERSHIP ASSISTANCE PROGRAM SPECIAL INITIATIVES

There was a final meeting of the 203(k) planning committee. Participation parameters have been finalized as is the procedural duties. All that remains now is the finalizing of the lender and consumer guide and procedures manual for this pilot.

Realtor Outreach and Training Workshops are now in the developmental stage. Meetings have occurred with an accredited instructor that has an approved continuing education course which may include the adaptation of the curriculum to include essential information on DAP/DPA funding sources, the usage of Down-payment assistance programs (DAP/DPA) funds, making the distinction between one program versus another, and the timeframes associated with the various programs.

HOMEOWNERSHIP EDUCATION – OUTREACH – ADVOCACY

Presenter at the **Experts Resource Center** First-Time Homebuyer Education Workshop: The workshop was held at the Betty T. Ferguson Center, 3000 N. W. 199 Street, Miami Gardens, FL 33056 on October 10, 2015. The presentation topic was on MDEAT's HAP and MDEAT's role in usage with other subsidy program funds, other available Down-payment Assistance Programs (DAP/DPA) and how they integrate into the mortgage process. Presentation was made to the English session to approximately 45 South Florida residents.

Presenter at the **Trinity Empowerment Consortium** First-Time Homebuyer Education Workshop. The workshop was held at the Goulds Recreation Center on SW 216 Street on October 17, 2015. The presentation topic was on MDEAT's HAP and MDEAT's role in usage with other subsidy program funds, other available Down-payment Assistance Programs (DAP/ DPA) and how they integrate into the mortgage process. The presentation was made for both their English and Spanish sessions. Approximately 65 Miami-Dade residents attended the two workshops.

Participant and panelist at the **South Florida Board of Realtists/NAREB** State of Housing in Black America (SHIBA) Consumer Event held at the Betty T. Ferguson Center, 3000 N. W. 199 Street, Miami Gardens, FL 33056 on October 24, 2015. MDEAT Board Member, Michelle LaPiana gave remarks on behalf of MDEAT, with her and Housing Consultant, Teneshia Taylor assisting in providing housing and real estate information to attendees. HAC Chair Craig Emmanuel also attended and assisted area residents and had discussions with attending vendors. The panel discussion was made up of DPA providers and Housing Counseling Agencies with the panel presentation entailing the use of subsidy program funds, available Down-payment Assistance Programs (DAP/DPA), how they integrate into the mortgage process and the

requirements and importance of homebuyer education. There were approximately 60 area residents.

MDEAT's Housing Programs & Outreach Administrator presents at an average of two-five first-time homebuyer education workshops and/or affordable housing advocacy and outreach events each month. Through these presentations alone, **MDEAT Housing reached and interacted with more than 1000 Miami-Dade County and South Florida residents.**

All these agencies are located in TUAs (Opa-locka – Miami Gardens – Goulds – Homestead – Florida City) and while workshop participants cannot be pre-determined or dictated, more than half the participants observed at the forenamed agency workshops represent MDEAT's primary target population.

Beyond the expansion of education to both potential homebuyers and industry professionals, upcoming 2015-16 HAP and HAC initiatives are exploring and developing alternative methods to increase Black and African American participation in the HAP and means or creating and/or making more (affordable) housing stock available through investigating both institutional and local market deterrents and formulating methods and means to "open doors" to those house buying sources.

MIAMI-DADE ECONOMIC ADVOCACY TRUST HOMEOWNERSHIP ASSISTANCE PROGRAM October 2015 Production Report			
General Statistics		October 2015	Fiscal YTD October 2015
Total Applicants (Applications Processed)		43	43
Total Purchase Price		\$7,568,670.00	\$7,568,670.00
Total Amount in First Mortgages		\$6,639,585.00	\$6,639,585.00
Total Miami-Dade County (MDC) & Non-County Subsidies		\$422,500.00	\$422,500.00
Total HAP Loans Funded		43	43
Total \$ Amount of HAP Fundings		\$256,130.00	\$256,130.00
Total Purchase Price (funded)		\$7,630,680.00	\$7,630,680.00
Average Sales Price (funded)		\$177,457.67	\$177,457.67
Total Amount in 1st Mortgages (funded)		\$7,349,174.00	\$7,349,174.00
Average 1st Mortgage (funded)		\$170,911.02	\$170,911.02
Total Amount of Other MDC Funding (leveraging)		\$70,000.00	\$70,000.00
Total Amount of Non-MDC Subsidy Loans (leveraging)		\$31,000.00	\$31,000.00
Estimated Increase to Tax Base		\$86,000.00	\$86,000.00
* Based on annual taxes of \$2000/yr.		Ave. HAP Ln Amt. YTD=	\$5,956.51
		Ave. HAP Ln Amt. October-15=	\$5,956.51
Head of Household			
Female		12	12
Male		31	31
Total		43	43
Ethnicity			
Black		5	5
Hispanic		36	36
White		2	2
Other		0	0
Total		43	43
Median Income Level			
Very Low		1	1
Low		20	20
Median		8	8
Median Moderate		14	14
Total		43	43
Commission District			
District 1 - Barbara Jordan		9	9
District 2 - Jean Monestime		1	1
District 3 - Audrey Edmonson		2	2
District 4 - Sally A. Heyman		0	0
District 5 - Bruno A. Barreiro		1	1
District 6 - Rebeca Sosa		2	2
District 7 - Xavier L. Suarez		0	0
District 8 - Linda Bell		7	7
District 9 - Dennis C. Moss		14	14
District 10 - Javier D. Souto		2	2
District 11 - Juan C. Zapata		1	1
District 12 - Jose "Pepe" Diaz		2	2
District 13 - Esteban Bovo Jr.		2	2
Total		43	43

Departmental Monthly Reports

V. C

Teen Court/Youth Services Report

Memorandum

MIAMI-DADE ECONOMIC ADVOCACY TRUST

TEEN COURT REPORT

To: Miami-Dade Economic Advocacy Trust (MDEAT) Board
From: John Dixon, Executive Director
Date: November 18, 2015
Subject: Comprehensive Teen Court Report for October 2015

PURPOSE OF ITEM

The purpose of this item is to inform the Miami-Dade Economic Advocacy Trust (MDEAT) Board of Miami-Dade County Teen Court (M-DCTC) performance and activities for the month of October.

BACKGROUND INFORMATION

Program Activities

October 12-14, 2015: Teen Court youth participated in the Youth Entrepreneurship Workshop series which was designed to help address the high unemployment rate among teens in the county's Targeted Urban Areas (TUAs). This month's workshop was delivered to 40 youth participants. The workshops were facilitated by agency staffers and included video and interactive presentation that highlighted marketing principles. Students also came up with a micro-marketing campaign.

Program Performance

Referrals: Teen Court received a combined total of 23 referrals from the Juvenile Services Department's (JSD's) Department of Juvenile Justice, Prevention Initiative Program (PIP), Civil Citation Program, and other Juvenile Justice Intervention programs.

Community Service: Teen Court generated 402 community service hours completed by defendants. Youth volunteers provided 290 community service hours. Adults who served as jury monitors and legal professionals volunteering as judges presiding over Teen Court hearings provided 162 community service hours.

A variety of organizations, agencies and private sector businesses provide defendants locations for completing community service hours. Among the locations reported this month are Hialeah Protective Services Training Center, Miami-Dade County Parks and Recreation, Teen Court, M-DCPS high schools and Rodney's Unisex/Outside the Huddle.

Psychological Services: Teen Court provides psychological services for juvenile offenders and youth designated for prevention services. During the month of July, youth and family members were provided care.

Summary of Psychological Services for October, 2015

The clinical psychologist continues to provide services to Teen Court participants. The services focus on individual therapy with the adolescents; however, parent involvement is a priority. The MDEAT clinical psychologist works closely with the MDCTC staff, MDEAT administrators, and JSD staff to ensure the highest quality of services for the Teen Court participants. The majority of the clients seen are referred by the Department of Juvenile Services (JSD) either through the Civil Citation program or the Prevention Initiative Program (PIP). The clinical psychologist often works in conjunction with other service providers including the Functional Family Therapy (FFT) initiative which provides family therapy in designated areas.

Summary of Psychological Services for October, 2015

Teen Court:

Forty-two (42) Teen Court participants and their family members received psychological services during this month. Individual therapy remains the main treatment modality; however, meetings with parents occur periodically. Teen Court students are sometimes referred for family therapy services with Functional Family Therapy, a part of the Institute for Individual and Family Health. I met with their director and members of their staff to discuss how they can better serve students that we see. Some of the symptoms of the children serviced this month are consistent with those connected with Attention Deficit Hyperactive Disorder (ADHD), Depression, Oppositional-Defiant Disorder, and Adjustment Disorder. The Teen Court psychologist also taught a conflict resolution class which was well received by the participants.

Black Male Youth Conference Update:

The conference is still set for December 8th at the Little Haiti Cultural Center. The North forum will occur on December 9th and the South Forum on the 10th. Our speakers have committed to coming, including, the addition of a police psychologist, Dr. Christine Jean, who will be a panelist at both of the forums. Florida Memorial University has committed to having several psychology students as volunteer during the conference and possibly the forums.

Offender Information for October 2015**Referrals per Fiscal Year:**

12/31/98 – 09/30/99	334	Carried Over	6,001
10/01/99 – 09/30/00	506	04/01/14 – 04/30/14	95
10/01/00 – 09/30/01	323	05/01/14 – 05/31/14	39
10/01/01 – 09/30/02	336	06/01/14 – 06/30/14	46
10/01/02 – 09/30/03	293	07/01/14 – 07/31/14	42
10/01/03 – 09/30/04	390	08/01/14 – 08/31/14	48
10/01/04 – 09/30/05	267	09/01/14 – 09/30/14	59
10/01/05 – 09/30/06	215	10/01/14 – 10/31/14	64
10/01/06 – 09/30/07	245	11/01/14 – 11/30/14	53
10/01/07 – 09/30/08	356	12/01/14 – 12/31/14	64
10/01/08 – 09/30/09	424	01/01/15 – 01/31/15	76
10/01/09 – 09/30/10	454	02/01/15 – 02/28/15	144
10/01/10 – 09/30/11	619	03/01/15 – 03/31/15	147
10/01/11 – 09/30/12	537	04/01/15 – 04/30/15	273
10/01/12 – 09/30/13	501	05/01/15 – 05/31/15	293
10/01/13 – 10/31/13	32	06/01/15 – 06/30/15	44
11/01/13 – 11/30/13	20	07/01/15 – 07/31/15	24
12/01/13 – 12/31/13	41	08/01/15 – 08/31/15	42
01/01/14 – 01/31/14	33	09/01/15 – 09/30/15	27
02/01/14 – 02/28/14	29	10/01/15 – 10/31/15	33
03/01/14 – 03/31/14	46		
	6,001	TOTAL REFERRALS	7,593

Monthly Sanctions for Referrals Completed (October 2015):

Anti-Theft Class Attendees	45	Verbal Apology to Parent	22
Curfew	0	Jail Tour Attendees	29
Declined Referrals	0	Jury Duties Completed	235
Civics and Business Attendees	0	Letter of Apology/Closed	24
Conflict Resolution	21	Peer Circle Attendees	0
Substance Abuse Attendees	37	Restitution	0
Essay Completed/Closed Cases	24	Victim Awareness Panel Workshop Attendees (VAP)	38
Entrepreneurship Attendees	21	Psychological Services	
Ethics Workshops Attendees	0		
Hours of Community Service/Closed Cases	402		

Referral Sources:

Other Juvenile Services Departments (JSD) Programs	13
Civil Citation Program	18
Prevention Initiative Program (PIP)	2
Other Agencies	0
Miami-Dade County School Based Referrals	0

Offenses and Number of Charges:

Note: Some defendants have multiple charges

Assault Police Officer/Firefighter/Intake Officer	1	Resisting Without Violence	4
Battery	1	Retail Theft	13
Criminal Mischief	1	Trespassing	1
Loitering	2	Trespassing on School Grounds After Warning	1
Petit Theft	7	Using False ID or Purchase Alcohol By A Minor	2
Prowling	2		

Age:

Seven	0	Thirteen	3
Eight	0	Fourteen	4
Nine	0	Fifteen	9
Ten	0	Sixteen	7
Eleven	0	Seventeen	9
Twelve	0	Eighteen	1

Gender/Race – Male:

Gender/Race – Female:

African American	11	African American	1
Caucasian	3	Caucasian	0
Hispanic	8	Hispanic	10
Other	0	Other	0

Commission Districts and Zip Codes October 2015:

District 1: 33054-1	1	District 8: 33032-1 33033-1	2
District 2: 33161-1 33169-1	2	District 9: 33030-2 33034-3 33033-2 33035-1	8
District 3:	0	District 10: 33193-1	

District 4: 33127-2 33128-1 33136-2	33137-1 33180-2	8	District 11: 33193-2	2
District 5:		0	District 12: 33016-1 33018-1 33033-1	33072-1 33178-1
District 6: 33010-1 33126-1	33144-1	3	District 13: 33013-2	2
District 7:		0		

Commission Districts for Fiscal Year 10/01/15 – 09/31/16:

District 1	1	District 8	2
District 2	2	District 9	8
District 3	0	District 10	1
District 4	8	District 11	2
District 5	0	District 12	5
District 6	3	District 13	2
District 7	0		

COMPARISON OF YEAR-TO-DATE REFERRALS:

Referrals for 10/01/14 – 09/30/15		Referrals for 10/01/15– 09/30/16	
Date cases received	No.	Date cases received	No.
10/01/14–10/31/14	47	10/01/15–10/31/15	34
TOTAL	47	TOTAL	34

VOLUNTEER COMPONENT

COURT SITES	MONTH	# OF HOURS PROVIDED BY VOLUNTEERS	MONTH	# OF YOUTH RECRUITED	MONTH	# OF HOURS PROVIDED BY ADULTS	MONTH	# OF ADULTS RECRUITED	MONTH	# OF HOURS PROVIDED BY VOLUNTEER JUDGES
South	October 2015	113	October 2015	3	October 2015	42	October 2015	0	October 2015	8
Central	October 2015	42	October 2015	3	October 2015	12	October 2015	0	October 2015	6
Hialeah	October 2015	36	October 2015	0	October 2015	9	October 2015	0	October 2015	2
North	October 2015	99	October 2015	0	October 2015	75	October 2015	1	October 2015	8
	TOTALS	290		6		138		1		24

Departmental Monthly Reports

V. D

Public Information Report

Memorandum



MIAMI-DADE ECONOMIC ADVOCACY TRUST INFORMATION ITEM

TO: Miami-Dade Economic Advocacy Trust Board
FROM: John E. Dixon, Jr., Executive Director
DATE: November 13 2015
SUBJECT: Marketing Report for October 2015

PURPOSE OF ITEM

The purpose of the item is to inform the MDEAT Board of activities associated with marketing and public relations. It covers a multi-media mix of communication vehicles positioned to build awareness about the agency's advocacy and programmatic operations. The following activities occurred in October 2015.

Presence Marketing

MDEAT continued enhancing its image throughout October and focused primarily on presence marketing in the form of visually appealing office signage. The MDEAT work space received a facelift with the installation of signage displaying the agency's logo and the HAP logo in strategic places throughout the work area. Other signage will include directional signs, housing-related images and a hallway mural displaying the agency's approach to helping create economic parity between the Black community and community-at-large. Previously the teen court north office received a make-over with the installation of several graphic images within the office suite and the lobby area of the community center.

Social Media

MDEAT owns and maintains three agency-branded social media profiles on Twitter, Facebook, and LinkedIn. The agency also distributes communications through the Constant Contact platform.

The agency posts content including MDEAT's *Tuesday Tidbits*, the agency's electronic newsletters, and provides insight on topics including upcoming events, juvenile justice, housing, business growth opportunities and economic development. Most of the content

is aggregated from MiamiDade.gov, BlackEnterprise.com, Entrepreneur.com, U.S. Small Business Administration, Minority Business Development Agency, Florida's Enterprise Development Corporation, Florida Housing Finance Corporation, and other governmental and non-profit agencies.

During October 2015, the agency utilized the following mediums:

- **Facebook (www.Facebook.com/MDEATInfo):** The platform has 450 active members (1.33-percent membership increase) and 37 posts. The agency sent the *Tuesday Tidbits* e-newsletter, agency committee notices and other timely resources and information. Staff also forwarded pertinent county news and information from local and national news outlets.
- **LinkedIn (www.TinyURL.com/MDEATInfo):** The platform has 48 members (4.16-percent membership increase) and 2 posts. These posts included links to articles, upcoming events, juvenile justice, housing, business and economic development.
- **Twitter (www.Twitter.com/MDEATInfo):** This platform has 405 members (15-percent membership increase) and 44 posts. These posts included links to articles, upcoming events, juvenile justice, housing, business and economic development.



Title: PROGRAM EVALUATION SERVICES
Contract No. BMMH 1015

THIS AGREEMENT is made and entered into as of this _____ day of _____ by and between MC3 Consulting, Inc., a corporation organized and existing under the laws of the State of Florida, having its principal office at 900 Biscayne Blvd., Miami, Florida 33132 (hereinafter referred to as the "Contractor"), and Miami-Dade Economic Advocacy Trust, an agent and instrumentality of Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Suite 2032, Miami, Florida 33128 (collectively hereinafter referred to as "the Trust"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide program evaluation consulting services, on a non-exclusive basis, as further detailed in the Scope of Services as outlined in the Contractor's proposal, Attachment A, the Trust's Request for Quotation (RFQ) and all associated addenda and attachments, incorporated herein by reference; and

WHEREAS, the Contractor has submitted a written proposal dated October 6, 2015, hereinafter referred to as the "Contractor's Proposal" which is incorporated herein by reference; and

WHEREAS, the Trust desires to procure from the Contractor such program evaluation consulting services for the Trust, in accordance with the terms and conditions of this Agreement set forth herein,

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

ARTICLE 1. DEFINITIONS

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

- a) The words "Contract" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), all other appendices and attachments hereto, all amendments issued hereto, RFA No. MDEAT 0505 and all associated addenda, and the Contractor's Proposal.
- b) The words "Contract Date" to mean the date on which this Agreement is effective.
- c) The word "County" to mean Miami-Dade County.
- d) The words "Executive Director" to mean Miami-Dade Economic Advocacy Trust Executive Director or the duly authorized representative designated to manage the Contract.
- e) The word "Contractor" to mean South Florida Community Development Coalition and its permitted successors and assigns.
- f) The word "Days" to mean Calendar Days.
- g) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the Trust's Project Manager for review and approval pursuant to the terms of this Agreement.
- h) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Trust's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Trust's Project Manager.
- i) The words "Extra Work" or "Additional Work" to mean additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the Trust.
- j) The words "Project Manager" to mean the Economic Advocacy Trust Executive Director or the duly authorized representative designated to manage the Project.
- k) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.
- l) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- m) the word "Trust" to mean Miami-Dade Economic Advocacy Trust.
- n) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Appendix A), 3) the Trust's RFA No. MDEAT 0505 and any associated addenda and attachments thereof, and 4) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.
- b) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the Trust in all aspects of the Services performed hereunder.
- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.
- d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract.

All Work and Services shall be accomplished at the direction of and to the satisfaction of the Trust's Project Manager.

- e) The Contractor acknowledges that the Trust shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the Trust. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the Trust with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective upon execution and shall continue for twelve months (12). The Trust, at its sole discretion, reserves the right to extend this Contract for up to five (5) months, beyond the current Contract period and will notify the Contractor in writing of the extension.

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) to the Trust

Project Manager:

Miami-Dade Economic Advocacy Trust
111 N.W. 1st Street, Suite 2032
Miami, Florida 33128
Attention: Ischaji Robertson
Phone: 305-375-5661 ext. 93449
Fax: 305-375-5651
E-mail: irod2@miamidade.gov

and,

Contract Manager:

Miami-Dade Economic Advocacy Trust
111 N.W. 1st Street, Suite 2032
Miami, FL 33128
Attention: William A. Simmons
Phone: (305) 375-5661 ext. 93405
Fax: 305-375-5651
E-mail: nitsail@miamidade.gov

(2) To the Contractor

MC3 Consulting Inc.

900 Biscayne Blvd.
Miami, Fl. 33132
Attention: Tisa Mc Ghee, Ph.D., MSW, MA
Phone: (305) 972-3777
Fax:
E-mail: tisamcghee@hotmail.com

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the Trust's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount of five thousand dollars 00/100 (\$5,000.00). The Trust shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the Trust and the Contractor.

All Services undertaken by the Contractor before Trust's approval of this Contract shall be at the Contractor's risk and expense.

With respect to travel costs and travel-related expenses, the Contractor agrees to adhere to Section 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses, including employee lodging, transportation, per diem, and all miscellaneous cost and fees. The Trust shall not be liable for any such expenses that have not been approved in advance, in writing, by the Trust.

ARTICLE 8. PRICING

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the Contractor may offer incentive discounts to the Trust at any time during the Contract term, including any renewal or extension thereof.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may invoice the Trust once a month for those costs incurred during the month. All invoices shall show the Trust's contract number, and shall have a unique invoice number assigned by the Contractor. All invoices shall be accompanied by a monthly report summarizing the month's activities. It is the policy of the County and the Trust that payment for all purchases by the County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the Trust or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper

invoice. All payments due from the Trust and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the Executive Director, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the Trust.

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

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to Trust as follows:

Miami-Dade Economic Advocacy Trust
111 N.W. 1st Street, Suite 2032
Miami, Florida 33128
Attention: Jose Gonzalez
E-mail: jld@miamidade.gov
Phone: 305-375-5661 ext. 93406

Trust may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 10. INDEMNIFICATION AND INSURANCE

Contractor shall indemnify and hold harmless Trust and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which Trust or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend Trust or its officers, employees, agents and instrumentalities as herein provided.

The Contractor shall furnish to the Consultant Assistance Section, Internal Services Department, Administration Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.

- B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than “B” as to management, and no less than “Class V” as to financial strength, by the latest edition of Best’s Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Trust Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest “List of All Insurance Companies Authorized or Approved to Do Business in Florida” issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Compliance with the foregoing requirements shall not relieve the Contractor of liability and obligation under this section or under any other section of this agreement

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than “B” as to management, and no less than “Class V” as to financial strength by Best’s Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Trust Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest “List of All Insurance Companies Authorized or Approved to Do Business in Florida” issued by the State of Florida Department of Financial Services.

**NOTE: CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128**

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Trust.

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days. If the insurance certificate is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five (5) business days to submit a corrected certificate to the Trust. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the Trust.

The Contractor shall be responsible for ensuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Trust. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to Trust at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, Trust shall suspend the Contract until such time as the new or renewed certificates are received by Trust in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, Trust may, at its sole discretion, terminate this contract.

ARTICLE 11. MANNER OF PERFORMANCE

- a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to Trust in accordance with the terms and conditions of this Agreement. Trust shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the Trust, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) The Contractor agrees to defend, hold harmless and indemnify Trust and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the Trust, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the Trust. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.
- c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the Trust, should Trust make a determination, in its sole discretion that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.

- e) The Contractor shall at all times cooperate with Trust and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 12. EMPLOYEES OF THE CONTRACTOR

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the Trust. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the Trust. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to Trust shall be that of an independent contractor and not as employees and agents of the Trust.

The Contractor does not have the power or authority to bind Trust in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 14. AUTHORITY OF THE TRUST'S PROJECT MANAGER

- a) The Contractor hereby acknowledges that the Trust's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a

dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

- d) In the event of such dispute, the parties to this Agreement authorize the Executive Director or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the Executive Director's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the Executive Director within 10 days of the occurrence, event or act out of which the dispute arises.
- e) The Executive Director may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the Executive Director participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the Executive Director for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the Executive Director is entitled to exercise discretion or judgment or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The Executive Director, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 15. MUTUAL OBLIGATIONS

- a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, Trust may, at its expense, elect to participate in the defense if Trust should so choose. Furthermore, Trust may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 17. AUDITS

The Trust, or its duly authorized representatives or governmental agencies, shall until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the Trust. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to Section 2-481 of the Miami-Dade County Code, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 18. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the Trust in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

ARTICLE 19. CONSENT OF THE TRUST REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the Trust.

ARTICLE 20. SUBCONTRACTUAL RELATIONS

- a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the Trust the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the Trust may require. The Trust will

have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the Trust.

- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.
- d) In order to qualify as a Subcontractor satisfactory to the Trust, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the Trust that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the Trust that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.
- e) The Trust shall have the right to withdraw its consent to a subcontract if it appears to the Trust that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the Trust's proprietary and confidential information. Contractor shall furnish to the Trust copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the Trust in the event the Trust finds the Contractor in breach of this Contract, permitting the Trust to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the Trust to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the Trust to any subcontractor hereunder as more fully described herein.

ARTICLE 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the Trust were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the Trust makes no representations or guarantees; and the Trust shall not be responsible for the accuracy of the assumptions presented; and the Trust shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 22. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 23. TERMINATION AND SUSPENSION OF WORK

- a) The Trust may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the Trust through fraud, misrepresentation or material misstatement.
- b) The Trust may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with Trust and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the Trust through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the Trust's debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the Code of Miami-Dade County.
- d) In addition to cancellation or termination as otherwise provided in this Agreement, the Trust may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor.
- e) In the event that the Trust exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the Trust:
 - i. stop work on the date specified in the notice ("the Effective Termination Date");
 - ii. take such action as may be necessary for the protection and preservation of the Trust's materials and property;
 - iii. cancel orders;
 - iv. assign to the Trust and deliver to any location designated by the Trust any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
 - v. take no action which will increase the amounts payable by the Trust under this Agreement; and
- f) In the event that the Trust exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:
 - i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 - ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.
- g) All compensation pursuant to this Article are subject to audit.

ARTICLE 24. EVENT OF DEFAULT

- a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without

limiting the generality of the foregoing, and in addition to those instances referred to herein as a breach, an Event of Default shall include the following:

- i. the Contractor has not delivered Deliverables on a timely basis;
 - ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;
 - iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
 - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 - v. the Contractor has failed to obtain the approval of the Trust where required by this Agreement;
 - vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below;
 - vii. the Contractor has failed in the representation of any warranties stated herein; or
 - viii. the Contractor has failed to comply with Section 119.0701 of the Florida Statutes and Article 39 of this Agreement.
- b) When, in the opinion of the Trust, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the Trust may request that the Contractor, within the timeframe set forth in the Trust's request, provide adequate assurances to the Trust, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the Trust receives such assurances, the Trust may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the Trust the requested assurances within the prescribed timeframe, the Trust may:
- i. treat such failure as a repudiation of this Agreement; and
 - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- c) In the event the Trust shall terminate this Agreement for default, the Trust or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of the Trust, the Trust may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the Trust may be terminated. Notwithstanding, the Trust may, in its sole discretion, allow the Contractor to rectify

the default to the Trust's reasonable satisfaction within a thirty (30) day period. The Trust may grant an additional period of such duration as the Trust shall deem appropriate without waiver of any of the Trust's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the Trust prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- a) lost revenues;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the Trust for re-procurement of Services, including procurement and administrative costs; and
- c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The Trust may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION

- a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights in the performance of the Work.
- b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.
- c) The Contractor shall be liable and responsible for any and all claims made against the Trust for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the Trust's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the Trust and defend any action brought against the Trust with respect to any claim, demand, cause of action, debt, or liability.
- d) In the event any Deliverable or anything provided to the Trust hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the Trust's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the Trust, at the Contractor's expense, the rights provided under this Agreement to use the item(s).

- e) The Contractor shall be solely responsible for determining and informing the Trust whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The Trust may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the Trust's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 28. CONFIDENTIALITY

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the Trust in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the Trust holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the Trust, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the Trust, unless required by law. In addition to the foregoing, all Trust employee information and Trust financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the Trust. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the Trust, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.
- b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise Trust in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and Trust shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the Trust, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to Trust all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the Trust. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 29. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

The Contractor acknowledges that all computer software in the Trust's possession may constitute or contain information or materials which Trust has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which Trust has developed at its own expense, the disclosure of which could harm the Trust's proprietary interest therein.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the Trust's property, any computer programs, data compilations, or other software which Trust has developed, has used or is using, is holding for use, or which are otherwise in the possession of Trust (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by Trust and, if the Computer Software has been leased or purchased by the Trust, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to Trust any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the Trust's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

ARTICLE 30. PROPRIETARY RIGHTS

- a) The Contractor hereby acknowledges and agrees that Trust retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by Trust to the Contractor hereunder or furnished by the Contractor to Trust and/or created by the Contractor for delivery to the Trust, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the Trust, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the Trust's copyrights or other proprietary rights.
- b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the Trust, hereinafter referred to as "Developed Works" shall become the property of the Trust.
- c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the Trust, except as required for the Contractor's performance hereunder.
- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary

rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if Trust so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of Trust or entities controlling, controlled by, under common control with, or affiliated with the Trust, or organizations which may hereafter be formed by or become affiliated with the Trust. Such license specifically includes, but is not limited to, the right of Trust to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside Trust for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for Trust or entities controlling, controlled by, under common control with, or affiliated with the Trust, or organizations which may hereafter be formed by or become affiliated with the Trust. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

- e) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, Background Intellectual Property Such shall remain the property of the Contractor, including, but not limited to ideas, inventions, improvements, discoveries, software design, software coding, charts, drawings, specifications, notebooks, tracings, photographs, negatives, draft or final reports, findings, recommendations, data and memoranda. For purposes of this subsection (e) the term "Background Intellectual Property" shall mean intellectual property, proprietary information or confidential know-how relevant to the Project which is in the possession of a party prior to the commencement of the Project or generated after commencement of the Project but independent of the Project.

Works related to Background Intellectual Property published under copyright during the term of this Agreement will remain the copyright of Contractor, unless explicitly agreed within a statement of work, or licensing agreement. No Trust content shall be so published without written permission. The Contractor reserves, retains and maintains all copyright and proprietary rights and interests in any inventions, ideas, designs and methods, specifications and other documentation related thereto developed or initiated by the Contractor prior to execution of contractual work for the Trust, even if these inventions, ideas, designs and methods are used or adapted to work performed under this Agreement for the Trust.

ARTICLE 31. VENDOR REGISTRATION/CONFLICT OF INTEREST

a) Vendor Registration

The Contractor shall be a registered vendor with Miami-Dade County's Internal Services Department, Procurement Management Division, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

1. *Miami-Dade County Ownership Disclosure Affidavit*
(Section 2-8.1 of County Code)
2. *Miami-Dade County Employment Disclosure Affidavit*
(Section 2.8-1(d)(2) of County Code)

3. **Miami-Dade Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of County Code)
4. **Miami-Dade Disability and Nondiscrimination Affidavit**
(Section 2-8.1.5 of County Code)
5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of County Code)
6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of County Code)
7. **Miami-Dade County Code of Business Ethics Affidavit**
(Section 2-8.1(i) and 2-11(b)(1) of County Code through (6) and (9) of County Code and Section 2-11.1(c) of County Code)
8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of County Code)
9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of County Code)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit**
(Article 8, Section 11A-60 11A-67 of County Code)
11. **Subcontracting Practices**
(Ordinance 97-35)
12. **Subcontractor /Supplier Listing**
(Section 2-8.8 of County Code)
13. **Environmentally Acceptable Packaging**
(Resolution R-738-92)
14. **W-9 and 8109 Forms**
(as required by the Internal Revenue Service)
15. **FEIN Number or Social Security Number**
In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that Trust requests the Social Security Number for the following purposes:
 - Identification of individual account records
 - To make payments to individual/Contractor for goods and services provided to Miami-Dade County
 - Tax reporting purposes
 - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
16. **Office of the Inspector General**
(Section 2-1076 of County Code)
17. **Small Business Enterprises**
Trust endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of County Code and Title 49 of the Code of Federal Regulations.
18. **Antitrust Laws**
By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

b) Conflict of Interest

Section 2-11.1(d) of Miami-Dade County Code requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 32. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, Trust has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever Trust deems it appropriate to do so. Upon written notice from the Trust, the Contractor shall make available to the IPSIG retained by the Trust, all requested records and documentation pertaining to this Agreement for inspection and reproduction. Trust shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the Trust, be inclusive of any charges relating to these IPSIG

services. The terms of this provision apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of Trust to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on Trust by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by Trust from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

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

discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 33. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and Trust orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

- a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- b) Miami-Dade County Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.
- c) Environmental Protection Agency (EPA), as applicable to this Contract.
- d) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment without regard to race, religion, color, age, sex, national origin, sexual orientation, gender identity or gender expressions, status as a victim of domestic violence, dating violence or stalking, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Miami-Dade Commission on Human Relations, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.
- e) "Conflicts of Interest" Section 2-11 of the Trust Code, and Ordinance 01-199.
- f) Miami-Dade County Code Section 10-38 "Debarment".
- g) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the Trust's Domestic Leave Ordinance.
- h) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on Trust or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), permit(s), etc. for the Contractor prior to authorizing work and as needed.

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

ARTICLE 34. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age, sexual orientation, gender identity or gender expressions, status as a victim of domestic violence, dating violence or stalking, or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or Trust to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 35. CONFLICT OF INTEREST

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of Trust or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the Trust, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
 - i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
 - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the Trust, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides Trust with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the Trust's best interest to consent to such relationship.

- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Trust's Project Manager. Contractor shall thereafter cooperate with the Trust's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 36. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the Trust:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the Trust, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the Trust. Such approval may be withheld if for any reason Trust believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the Trust; and
- c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the Trust.

ARTICLE 37. BANKRUPTCY

Trust reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the Trust, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 38. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

ARTICLE 39. FLORIDA PUBLIC RECORDS ACT

Pursuant to Section 119.0701 of the Florida Statutes, the Contractor shall:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the Trust in order to perform the service;
- b) Provide the public with access to public records on the same terms and conditions that the Trust would provide the records and at a cost that does not exceed the cost provided in the Florida Public Records Act, Miami-Dade County Administrative Order No. 4-48, or as otherwise provided by law;
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- d) Meet all requirements for retaining public records and transfer to the Trust, at no Trust cost, all public records created, received, maintained and/or directly related to the performance of this Agreement that are in possession of the Contractor upon termination of this Agreement. Upon termination of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Trust in a format that is compatible with the information technology systems of the Trust.

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

In the event the Contractor does not comply with the public records disclosure requirements set forth in Section 119.0701 of the Florida Statutes and this Article, the Trust shall avail itself of the remedies set forth in Article 26 of this Agreement.

ARTICLE 40. FIRST SOURCE HIRING REFERRAL PROGRAM

Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the South Florida Workforce Investment Board (“SFWIB”), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by Trust to fill a minimum of fifty percent (50%) of its employment needs under Trust contract through the SFWIB. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the FSHRP are available at <https://iapps.southfloridaworkforce.com/firstsource/>.

ARTICLE 41. SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor

and Trust under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

MC3 Consulting, Inc.

Miami-Dade Economic Advocacy Trust

By: _____

By: _____

Name: Tisa McGhee

Name: John Dixon

Title: CEO, Senior Consultant

Title: Executive Director

Date: _____

Date: _____

Witness: _____

Attest: _____

Clerk of the Board

Approved as to form
and legal sufficiency

Terrence A. Smith
Assistant County Attorney

**MIAMI-DADE ECONOMIC ADVOCACY TRUST BOARD OF TRUSTEES
MOTION AND APPROVAL BALLOT**

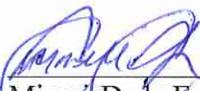
SUBJECT: 1A - Motion to request MDEAT Board of Trustees to authorize the implementation of economic development activities as outlined in the Economic Development Action Committee's (EDAC) Recommended Actions for FY 2015-2016, in an amount not to exceed \$35,000.00; with an amendment to include measureable outcomes for each recommended action.

**Motion made by: Ruban E. Roberts
Seconded by: Charlotte Pittman**

	MEMBERS	YES	NO	ABSENT
	Capp, Dr. Larry D.	X		
	Coney, Kareem	X		
	Emmanuel, Craig	X		
	Gallon III, Dr. Steve		X	
	Harris, Althea	X		
	LaPiana, Michelle	X		
	Mizell, Cheryl			X
	Pittman, Charlotte	X		
	Roberts, Ruban E.	X		
	Waters, Elbert	X		
	Williams, Brian			X
	Wright, Katrina			X
2 nd Vice Chair	James, LaTonda	X		
1 st Vice Chair	Edwards, Sheldon L.			X
Chairperson	Crews, Cornell Jr.	X		
	TOTALS	10	1	4

 X APPROVED

 NOT APPROVED



Miami-Dade Economic Advocacy Trust
Chairperson

11/18/15
Date

**MIAMI-DADE ECONOMIC ADVOCACY TRUST BOARD OF TRUSTEES
MOTION AND APPROVAL BALLOT**

SUBJECT: 1B – Motion to request MDEAT Board of Trustees to approve the attached Economic Development Budget for FY 2015-2016, in an amount not to exceed \$35,000.00; with an amendment to include updates to the narrative.

**Motion made by: Althea Harris
Seconded by: LaTonda James**

	MEMBERS	YES	NO	ABSENT
	Capp, Dr. Larry D.	X		
	Coney, Kareem	X		
	Emmanuel, Craig	X		
	Gallon III, Dr. Steve		X	
	Harris, Althea	X		
	LaPiana, Michelle	X		
	Mizell, Cheryl			X
	Pittman, Charlotte	X		
	Roberts, Ruban E.	X		
	Waters, Elbert	X		
	Williams, Brian			X
	Wright, Katrina			X
2 nd Vice Chair	James, LaTonda	X		
1 st Vice Chair	Edwards, Sheldon L.			X
Chairperson	Crews, Cornell Jr.	X		
	TOTALS	10	1	4

 X APPROVED

 NOT APPROVED



Miami-Dade Economic Advocacy Trust
Chairperson

11/18/15
Date

**MIAMI-DADE ECONOMIC ADVOCACY TRUST BOARD OF TRUSTEES
MOTION AND APPROVAL BALLOT**

SUBJECT: 1C - Motion to request the MDEAT Board of Trustees to authorize staff to enter into an agreement with FIU and expend an amount not to exceed \$38,600.00, for FY 2015-16 and FY 2016-17, to develop the ordinance-mandated annual report card and score card, with an amendment directing staff to present Task 1 as outlined in "Fees by Task" to MDEAT Board of Trustees for further input prior to finalization.

**Motion made by: Dr. Steve Gallon III
Seconded by: Dr. Larry D. Capp**

	MEMBERS	YES	NO	ABSENT
	Capp, Dr. Larry D.	X		
	Coney, Kareem	X		
	Emmanuel, Craig	X		
	Gallon III, Dr. Steve	X		
	Harris, Althea	X		
	LaPiana, Michelle	X		
	Mizell, Cheryl			X
	Pittman, Charlotte	X		
	Roberts, Ruban E.	X		
	Waters, Elbert	X		
	Williams, Brian			X
	Wright, Katrina			X
2 nd Vice Chair	James, LaTonda	X		
1 st Vice Chair	Edwards, Sheldon L.			X
Chairperson	Crews, Cornell Jr.	X		
	TOTALS	11	0	4

 X APPROVED

 NOT APPROVED



Miami-Dade Economic Advocacy Trust
Chairperson

11/18/15
Date

**MIAMI-DADE ECONOMIC ADVOCACY TRUST BOARD OF TRUSTEES
MOTION AND APPROVAL BALLOT**

SUBJECT: 1E – Motion to request the MDEAT Board of Trustees to authorize staff to enter into the three agreements contemplated by the Children’s Trust grant agreement previously approved by the Board and to expend an amount not to exceed \$15,080.00.

**Motion made by: Elbert Waters
Seconded by: Dr. Larry D. Capp**

	MEMBERS	YES	NO	ABSENT
	Capp, Dr. Larry D.	X		
	Coney, Kareem	X		
	Emmanuel, Craig	X		
	Gallon III, Dr. Steve	X		
	Harris, Althea	X		
	LaPiana, Michelle	X		
	Mizell, Cheryl			X
	Pittman, Charlotte			X
	Roberts, Ruban E.	X		
	Waters, Elbert	X		
	Williams, Brian			X
	Wright, Katrina			X
2 nd Vice Chair	James, LaTonda	X		
1 st Vice Chair	Edwards, Sheldon L.			X
Chairperson	Crews, Cornell Jr.	X		
	TOTALS	10	0	5

 X APPROVED

 NOT APPROVED



Miami-Dade Economic Advocacy Trust
Chairperson

11/18/15
Date

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

I, HARVEY RUVIN, Clerk of the Circuit Court in and for Miami-Dade County, Florida, and Ex-Officio Clerk of the Board of County Commissioners of said County, DO HEREBY CERTIFY that the foregoing is a true and correct copy of the motions and votes tallied at the Miami-Dade Economic Advocacy Trust Board of Trustee’s meeting of November 18th, 2015, pertaining to agenda item(s): 1-A, 1-B, 1-C and 1-E.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 18th day of December A.D. 2015.

HARVEY RUVIN, Clerk
Board of County Commissioners
Miami-Dade County, Florida

By *Kenny Whang*
Deputy Clerk



Board of County Commissioners
Miami-Dade County, Florida