

# Memorandum



**Date:** November 5, 2013

**To:** Honorable Chairwoman Rebeca Sosa  
and Members, Board of County Commissioners

**From:** Carlos A. Gimenez  
Mayor 

**Subject:** Resolution Authorizing an Agreement between Miami-Dade County and Miami-Dade County Public Schools

Agenda Item No. 9(A)(2)

## RECOMMENDATION

It is recommended that the Board of County Commissioners ("Board") approve the attached Resolution authorizing the County Mayor or County Mayor's designee to enter into an agreement between Miami-Dade County Public Schools ("M-DCPS") and Miami-Dade County (see attached Exhibit A and B) for the provision of adult educational classes at the Miami-Dade County Community Action and Human Services Department ("CAHSD") Family and Community Service Centers. It is further recommended that the Board authorize the County Mayor or County Mayor's designee to execute on behalf of the County such contracts and any subsequent amendments, modifications, renewals and cancellation of the affiliation agreements upon approval by the County Attorney's Office for legal sufficiency.

## SCOPE

The impact to Miami-Dade County for the provision of these services is countywide. Educational classes are provided to eligible, low income individuals at fourteen (14) CAHSD Family Community Service Centers geographically located throughout Miami-Dade County.

## FISCAL IMPACT/FUNDING SOURCE

There is no fiscal impact to Miami-Dade County for the provision of these services. The County will provide classroom space in the service centers as in-kind.

## TRACK RECORD/MONITOR

This agreement will be monitored by Douglas Hill, Acting Division Director, Family and Community Services Division.

## BACKGROUND

The Community Action and Human Services Department through its Family and Community Services Division provide low-income families an opportunity to reach economic self-sufficiency. In an effort to accomplish this goal, CAHSD in the past has allowed M-DCPS to use space in its fourteen (14) Family and Community Service Centers to conduct adult education classes with CAHSD clients and community residents. The provision of the adult educational classes was a successful initiative and has led to an increased demand for the services to be on-going at the 14 Family and Community Service Centers serving low-income clients. The topics include Adult General Education, General Education Development (GED), and English for Speakers of Other Languages (ESOL), Citizenship, and Arts and Crafts. To ensure the success of this program CAHSD continues to provide on-site advertising to promote these classes.

Honorable Chairwoman Rebeca Sosa  
and Members, Board of County Commissioners

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M-DCPS improves the lives of many in our community by delivering these free supplemental educational and support services. It is therefore essential that M-DCPS continue to deliver these supplemental educational services to the clients of CAHSD and constituents of the community. Approval of this resolution will allow the use of CAHSD service centers (see attached Exhibit C) to continue the provision of services. The agreement between MDCPS and Miami-Dade County is for the FY 2013-2014 program year beginning November 1, 2013 through October 31, 2014.

Attachments



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Russell Benford  
Deputy Mayor



# MEMORANDUM

(Revised)

**TO:** Honorable Chairwoman Rebeca Sosa  
and Members, Board of County Commissioners

**DATE:** November 5, 2013

**FROM:** R. A. Cuevas, Jr.  
County Attorney

**SUBJECT:** Agenda Item No. 9(A)(2)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_ ) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 9(A)(2)

11-5-13

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE ACTION IN ENTERING INTO AN ADULT EDUCATION AGREEMENT WITH MIAMI-DADE COUNTY PUBLIC SCHOOLS AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO ENTER INTO ADDITIONAL AGREEMENTS WITH MIAMI-DADE COUNTY PUBLIC SCHOOLS FOR PROVISION OF ADULT EDUCATION CLASSES WITH MIAMI-DADE COUNTY COMMUNITY ACTION AND HUMAN SERVICES DEPARTMENT

**WHEREAS**, the Miami-Dade Community Action and Human Services Department ("CAHSD") provides comprehensive human and social services; and

**WHEREAS**, the education of clients of CAHSD and members of the community is critical in the continuum of services provided by CAHSD; and

**WHEREAS**, the clients of CAHSD and members of the community are hardworking individuals committed to serving the community, who value public education and would like to receive a quality and well-rounded education; and

**WHEREAS**, Miami-Dade County Public Schools (M-DCPS) has improved the lives of many in our community by delivering free, supplemental educational and support services to this community; and

**WHEREAS**, over the past years CAHSD has offered classroom space at their Family and Community service centers to provide on-site educational services to its clients; and

**WHEREAS**, it is essential for M-DCPS to be able to continue to deliver supplemental educational services to CAHSD and other families in the community,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA,** that this Board:

Section 1. Authorizes the County Mayor or County Mayor's designee's action in entering an adult education agreement with M-DCPS, in substantially the form attached as Exhibit A to this item.

Section 2. Authorizes the County Mayor or County Mayor's designee to enter affiliation agreements, in substantially the form attached as Exhibit B to this item, on behalf of CAHSD, with M-DCPS whereby CAHSD will allow the use of its facilities as classroom space attached as Exhibit C and work areas for M-DCPS to provide adult education classes to CAHSD clients and community members on topics including Adult General Education, General Education Development (GED), English for Speakers of Other Languages (ESOL), Citizenship, and Arts and Crafts, and to enter into any subsequent amendments, modifications, renewals and cancellation of the affiliation agreements upon approval by the County's Attorney's Office for legal sufficiency.

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

Rebeca Sosa, Chairwoman  
Lynda Bell, Vice Chair

Bruno A. Barreiro  
Jose "Pepe" Diaz  
Sally A. Heyman  
Jean Monestime  
Sen. Javier D. Souto  
Juan C. Zapata

Esteban L. Bovo, Jr.  
Audrey M. Edmonson  
Barbara J. Jordan  
Dennis C. Moss  
Xavier L. Suarez

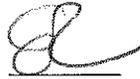
The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of November, 2013. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.



Estephanie S. Resnik

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

SCHOOL OPERATIONS

AFFILIATING AGREEMENT

FOR EDUCATIONAL SERVICES AT



- ON-CAMPUS LOCATIONS
- OFF-CAMPUS LOCATIONS

**Instructions:** Complete this form for agreements between The School Board of Miami-Dade County, Florida, public agencies and private businesses to offer educational programs.

This Affiliating Agreement is entered into on this 1st day of July, 2013 by and  
 Between Miami-Dade Community Action & Human Services Department, 701 NW 1st Court,  
Legal Name of Organization Street / Suite  
Miami, Florida 33136, hereinafter referred to as the Organization and The School  
City / State / Zip Code  
 Board of Miami-Dade County, Florida, for Miami Springs Adult and Community Education Center,  
Center Name

TERMS OF AGREEMENT

The agreement shall commence on November 1, 2013 and shall terminate on  
Start Date  
October 31, 2014.  
End Date

NATURE OF ORGANIZATION'S SERVICE

Miami Dade Community Action and Human Services provides services for low-income citizens. Among those services and programs are the following: Emergency Assistance, Family and Community Development, Foster Grandparent Project, Head Start, Immigration Assitace, Meals for the Elderly, Teenage Parent Assistance Programs, etc. These services include classes availalbe in ESOL and Citizenship through Miami Senior Adult Education Center off-Campus classes. Fourteen (14) CAHSD Family and Community Service Centers will provide the services.

ORGANIZATION

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

Mayor Carlos A. Gimenez  
Print Name of Contact Person  
(305) 375-1880  
Phone Number and extension  
(305) 375-1262  
Fax Number

Mr. Miguel Veloso  
Print Name of Contact Person  
(305) 885-3585  
Phone Number and extension  
(305) 884-2632  
Fax Number

**DESCRIPTION OF WHAT THE CENTER WILL PROVIDE**

(See Section 1 of Attachment which is attached hereto and incorporated herein by reference.)

**DESCRIPTION OF WHAT THE ORGANIZATION WILL PROVIDE**

(See Section 2 of Attachment which is attached hereto and incorporated herein by reference.)

**CANCELLATION**

This agreement may be terminated by either party by giving thirty (30) days written notice to the other party.

**INDEMNIFICATION**

Subject to the limitations of Florida Statute 768.28, the School Board of Miami-Dade County, Florida, hereinafter referred to as the School Board, agrees to indemnify and hold harmless the Organization from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of the School Board arising out of or in connection with the provisions of this agreement.

The Organization agrees to indemnify, hold harmless and defend the School Board from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of the Organization arising out of or in connection with the provisions of this agreement. If the Organization is a state agency or subdivision as defined in section 768.28, Florida Statutes, nothing herein shall be construed to extend the Organization's liability beyond that provided in section 768.28, Florida Statutes.

**GOVERNING LAW & VENUE**

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

**CONFIDENTIALITY OF STUDENT RECORDS**

Organization understands and agrees that it is subject to all School Board policies relating to the confidentiality of student information. Organization acknowledges and agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") and all state and federal laws relating to the confidentiality of student records.

**BACKGROUND SCREENING**

The parties agree that each of its employees, or representatives who has direct contact with students, must comply with the requirements of Jessica Lunsford Act, 1012.465 F.S.

**INSURANCE**

Prior to commencing the services under this agreement, the Organization shall obtain and maintain without interruption Commercial General Liability Insurance with limits of no less than \$300,000 per occurrence. If the Organization provides transportation services of students under this agreement, the Organization shall obtain and maintain without interruption Automobile Liability Insurance with limits of no less than \$300,000 combined single limit. "The School Board of Miami-Dade County, Florida" shall be shown as additional insured with regard to the liability insurance. As evidence of the insurance coverage, the Organization shall furnish a fully completed certificate of insurance signed by an authorized representative of the insurance company providing such coverage. If the Organization is a state agency or subdivision as defined by section 768.28, Florida Statutes, the Organization shall furnish, upon request, written verification of the liability protection in accordance with section 768.28, Florida Statutes.

**ORGANIZATION**

\_\_\_\_\_  
Authorized Organization Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Authorized Organization Representative

**THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**

\_\_\_\_\_  
Superintendent of Schools or Designee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Administrator/Region Director Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Center Principal Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Risk Management Signature

\_\_\_\_\_  
Date

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

\_\_\_\_\_  
School Board Attorney Signature

\_\_\_\_\_  
Date

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA  
SCHOOL OPERATIONS  
AFFILIATING AGREEMENT  
FOR EDUCATIONAL SERVICES AT



ON-CAMPUS LOCATIONS

OFF-CAMPUS LOCATIONS

**Instructions:** Complete this form for agreements between The School Board of Miami-Dade County, Florida, public agencies and private businesses to offer educational programs.

This Affiliating Agreement is entered into on this 3rd day of September, 2013 by and

Between Miami-Dade Community Action & Human Services Department, 150 NW 79 St.,  
Legal Name of Organization Street Address/Suite

Miami, Florida 33150, hereinafter referred to as the Organization and The School  
City/State/Zip Code

Board of Miami-Dade County, Florida, for D. A. Dorsey Educational Center,  
Center Name

TERMS OF AGREEMENT

The agreement shall commence on November 1, 2013 and shall terminate on  
Start Date  
October 31, 2014  
End Date

NATURE OF ORGANIZATION'S SERVICE

Miami-Dade Community Action & Human Services Department is an organization that seeks to offer services to assist customers in becoming self sufficient. Educational services will include Adult Basic Education (ABE), General Education Diploma (GED) and English for Speakers of other Languages (ESOL). Fourteen (14) CAHSD Family and Community Service Centers will provide the services.

ORGANIZATION

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

Dr. Tangier Scott  
Contact Person (Print)

Dr. Angela Thomas-DuPrée  
Contact Person (Print)

(305)758-9662  
Phone Number & Extension

(305) 693-2490  
Phone Number & Extension

(305) 795-1502  
Fax Number

(305) 691-7492  
Fax Number

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**BACKGROUND SCREENING**

The parties agree that each of its employees, or representatives who has direct contact with students, must comply with the requirements of Jessica Lunsford Act, 1012.465 F.S.

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Prior to commencing the services under this agreement, the Organization shall obtain and maintain without interruption Commercial General Liability Insurance with limits of no less than \$300,000 per occurrence. If the Organization provides transportation services of students under this agreement, the Organization shall obtain and maintain without interruption Automobile Liability Insurance with limits of no less than \$300,000 combined single limit "The School Board of Miami-Dade County, Florida" shall be shown as additional insured with regard to the liability insurance. As evidence of the insurance coverage, the Organization shall furnish a fully completed certificate of insurance signed by an authorized representative of the insurance company providing such coverage. If the Organization is a state agency or subdivision as defined by section 768.28, Florida Statutes, the Organization shall furnish, upon request, written verification of the liability protection in accordance with section 768.28, Florida Statutes.

**ORGANIZATION**

\_\_\_\_\_  
Authorized Organization Representative Signature Date

\_\_\_\_\_  
Print Name of Authorized Organization Representative

**THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**

\_\_\_\_\_  
Superintendent of Schools or Designee Signature Date

\_\_\_\_\_  
Chief Administrator/Region Director Signature Date

\_\_\_\_\_  
Center Principal Signature Date

\_\_\_\_\_  
Risk Management Signature Date

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

\_\_\_\_\_  
School Board Attorney Signature Date



**MIAMI-DADE COMMUNITY ACTION AND HUMAN SERVICES DEPARTMENT  
FAMILY AND COMMUNITY SERVICES DIVISION  
COMMUNITY SERVICE CENTERS**

<b>NORTH SITES</b>		
Caleb Community Service Center	5400 NW 22 Avenue, 3 <sup>rd</sup> FL Miami, FL 33147	(305) 636-2200
Edison Community Service Center	150 NW 79 <sup>th</sup> Street Miami, FL 33150	(305) 758-9662
Hialeah Community Service Center	300 E. First Avenue Miami, FL 33010	(305) 884-4801
Liberty City Community Service Center	2500 NW 25 <sup>th</sup> Avenue Miami, FL 33147	(305) 756-2830
Miami Gardens Community Service Center	16405 NW 25 <sup>th</sup> Avenue Miami Gardens, FL 33054	(305) 623-6500
Wynwood Community Service Center	2902 NW 2 <sup>nd</sup> Avenue Miami, FL 33127	(305) 547-7661
<b>CENTRAL SITES</b>		
Accion Community Service Center	858 West Flagler Street Miami, FL 33128	(305) 547-4892
Culmer Community Service Center	1600 NW 3 <sup>rd</sup> Avenue Miami, FL 33136	(305) 438-4161
Frankie Shannon Rolle Community Service Center	3750 South Dixie Highway Miami, FL 33133	(305) 446-3311
South Beach Community Service Center	833 Sixth Street Miami, FL 33139	(305) 672-1705
<b>SOUTH SITES</b>		
Florida City/Homestead Community Service Center	1600 NW 6 <sup>th</sup> Court Florida City, FL 33034	(305) 247-2068
Goulds Community Service Center	21300 SW 122 <sup>nd</sup> Avenue Miami, FL 33170	(305) 233-2121
Naranja Community Service Center	13955 SW 264 <sup>th</sup> Street Miami, FL 33032	(305) 258-5471
Perrine Community Service Center	17801 Homestead Avenue Miami, FL 33157	(305) 254-5804