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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: July 2, 2013

Agenda Item No. 8(H)(2)

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

From: Carlos A. Gimenez
Mayor

Subject: Resolution Authorizing the Execution of an Agreement for Contracted Services in the amount of $185,817.50 with Miami-Dade County School Board for the implementation of 305-Play, Eat and Succeed Project

Resolution No. R-518-13

RECOMMENDATION

It is recommended that the Board of County Commissioners approve the attached resolution authorizing the County Mayor or Mayor's Designee to enter into an agreement between the Miami-Dade County School Board (MDCPS) and Miami-Dade County for the implementation of the 305-Play, Eat, Succeed Project in the amount of $185,817.50.

SCOPE

The project will be in multiple park and school locations; therefore the scope has a countywide impact.

FISCAL IMPACT/FUNDING SOURCE

There is no fiscal impact to the County with the approval of this item. The total project cost is $185,817.50. Funds for this project have been allocated from an award received by MDCPS from the Centers for Disease Control and Prevention, 2012 Prevention and Public Health Funds, Community Transformation Grant.

TRACK RECORD/MONITOR

The Parks, Recreation and Open Spaces Department's (PROS) Grants Manager, Gina Drakes, will manage and monitor the grant funds.

BACKGROUND

This project is a collaborative partnership between MDCPS and PROS to implement the 305-Play, Eat and Succeed, a project that reduces the prevalence of childhood obesity for students with disabilities and children in the Head Start Program. The project will focus on improving nutritional habits, increasing physical activity levels and achieving a healthy weight (Attachment A).

PROS' participation involves three projects that address the following strategy: 1) develop fitness/sports programs for children with disabilities for during school and out-of-school hours; 2) survey parents of MDCPS children on their knowledge of existing PROS Disability Services; and 3) develop a before school program to provide children with physical fitness activities, and using the Fit-to-Play formula, an evidenced-based health, wellness and obesity prevention out-of-school program, currently being delivered by PROS. The contract term between MDCPS and the County will be from June 20, 2013 to September 29, 2014. The School Board will select participating schools once the program is implemented.

Lisa M. Martinez, Senior Advisor
Office of the Mayor

Attachment

MEMORANDUM

(Revised)

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

DATE: July 2, 2013

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

SUBJECT: Agenda Item No. 8(H)(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. 8(H)(2)
7-2-13

RESOLUTION NO. R-518-13

RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR CONTRACTED SERVICES WITH MIAMI-DADE COUNTY SCHOOL BOARD FOR THE IMPLEMENTATION OF THE 305-PLAY, EAT AND SUCCEED PROJECT FOR APPROXIMATELY $185,817.50 AND FURTHER AUTHORIZING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO RECEIVE AND EXPEND FUNDS AND TO EXECUTE CONTRACTS, AGREEMENTS, AMENDMENTS, AND OTHER DOCUMENTS AS REQUIRED BY THE AGREEMENT UPON REVIEW AND FINAL APPROVAL BY THE COUNTY ATTORNEY AS TO LEGAL SUFFICIENCY

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves an agreement for contracted services between Miami-Dade County School Board and Miami-Dade County; for the implementation of the 305-Play, Eat and Succeed Project, for $185,817.50, from the grant awarded to the Miami-Dade County Public Schools by the Centers for Disease Control and Prevention, Community Transformation Grant, authorizes the County Mayor or the Mayor's designee to execute the same for and on behalf of Miami-Dade County; and authorizes the County Mayor or the Mayor's designee to receive and expend funds and to execute contracts, agreements, amendments, and other documents as required by the agreement upon review and final approval by the county attorney as to legal sufficiency.

The foregoing resolution was offered by Commissioner **Dennis C. Moss**, who moved its adoption. The motion was seconded by Commissioner **Xavier L. Suarez** and upon being put to a vote, the vote was as follows:

Rebeca Sosa, Chairwoman			**aye**
Lynda Bell, Vice Chair			**aye**
Bruno A. Barreiro	**absent**	Esteban L. Bovo, Jr.	**absent**
Jose "Pepe" Diaz	**aye**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Jean Monestime	**aye**	Dennis C. Moss	**aye**
Sen. Javier D. Souto	**aye**	Xavier L. Suarez	**aye**
Juan C. Zapata	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of July, 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: *Christopher Agrippa*
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency. MAG

Miguel A. Gonzalez

ATTACHMENT A

Contract Number _____ (For Procurement Use Only)

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
AGREEMENT FORM FOR CONTRACTED SERVICES

THIS AGREEMENT, entered into this 20 day of June, 2013, by and between The School Board of Miami-Dade County, Florida, hereinafter referred to as the "Agency" or "School Board", and Miami Dade Parks and Recreation Open Spaces Department, hereinafter referred to as the 'CONTRACTOR', is as follows:
(Name of Contracting Party/Organization)

1. SCOPE OF WORK
The Contractor shall, in a satisfactory and proper manner as determined by the Agency, perform the following:

Nature of Contracted Services: As a partner for the M-DCPS Community Transformation Grant (CTG) project, Miami Dade Parks and Recreation Open Spaces Department (MDPROS) will improve the quality and amount of physical activity opportunities for students in elementary, K-8 Centers, middle and high schools to participate in before, during and after school by increasing the number and quality of physical activity initiatives.

Anticipated Outcome of Contracted Services: Increase physical activity opportunities implemented at middle school facilities using Fit2Play (SD2D); Increase physical activity opportunities at school/park facilities and increase access to and use of public park facilities by children/youth with disabilities (SD2D, SD5P). See attached

Location of Contracted Service: Miami-Dade County, FL

Date(s)/Hours of Service: June 20, 2013 through September 29, 2014. Services will vary depending on sites and will be reimbursed on a quarterly basis.

2. TERM OF AGREEMENT
The Contractor shall commence performance of the Agreement on the 30 day of September, 2012, and shall complete performance to the satisfaction of the Agency no later than the 29 day of September, 2014. The Agency reserves the right to terminate this Agreement without cause by giving thirty (30) days written notice to the Contractor.

3. COMPENSATION
The Agency shall, upon completion of services by the Contractor, compensate the Contractor in the amount of not to exceed $185,817.50, which shall constitute the amount due under this contract. Contracts exceeding $50,000 require School Board approval. The Contractor agrees to assume responsibility for all per diem and travel expenses, unless authorization to incur such expenses is granted by the Agency in advance of the expenditures being incurred. The Contractor shall be reimbursed for such approved expenditures as provided by §112.061 Florida Statutes, and School Board Policy 6550.

4. PAYMENT SCHEDULE
Payment will be generated by the Agency's Accounts Payable Department within thirty (30) days after completion of services. Payment will be made as indicated below:

☐ one lump sum payment in the amount of $_____ upon completion of services

☑ ____ partial payments in the amount of $_____ each See attached payment schedule based on deliverables and timeline.

5. REGULATIONS & ORDINANCES
The Contractor shall comply with all applicable laws, ordinances, codes, rules and regulations of federal, state and local governments being licensed, if required, for performance of any work under this Agreement.

6. CONFIDENTIALITY OF STUDENT RECORDS
Contractor understands and agrees that it is subject to all federal and state laws and School Board rules relating to the confidentiality of student information. Contractor further agrees to comply with the Family Educational Rights and Privacy Act ("FERPA"), 34 C.F.R. §99. Contractor shall regard all student information as confidential and will not disclose the student information to any third party.

7. ENTIRE AGREEMENT
It is understood and agreed that this Agreement contains the complete understanding and agreement of the parties. No stipulation, agreement or understanding shall be valid or enforceable unless contained in this Agreement. No representations or statements made by any employees, agents or representatives of either party shall be binding on either party as a warranty or otherwise, except as expressly set forth herein.

8. GOVERNING LAW; VENUE
This Agreement shall be governed by, and construed in accordance with the laws of the State of Florida. In the event of litigation, venue for any claim shall lie exclusively in a court of competent jurisdiction in Miami-Dade County. All parties shall be responsible for their own attorneys' fees.

9. HOLD HARMLESS
The Contractor shall hold harmless, indemnify and defend the Indemnitees (as hereinafter defined) against any claim, action, loss, damage, injury, liability, cost or expense of whatsoever kind or nature including, but not by way of limitation, attorneys' fees and court costs arising out of bodily injury to persons including death, or damage to tangible property arising out of or incidental to the performance of this contract (including goods and services provided thereto) by or on behalf of the Contractor, whether or not due to or caused in part by the negligence or other culpability of the Indemnitee. The following shall be deemed to be Indemnitees: The School Board of Miami-Dade County, Florida and its members, officers and employees.

10. TERMINATION AND SUSPENSION
The School Board reserves the right to terminate this Agreement at any time and for any reason, upon giving thirty (30) days prior written notice to Contractor. If said Agreement should be terminated for convenience as provide herein, the School Board will be relieved of all obligations under this Agreement. The School Board shall only be required to pay the Contractor the amount for services performed prior to termination of the Agreement. The Agency may terminate this Agreement upon thirty (30) days advance written notice to the Contractor, for default of Contractor, or due to lack of, or cancellation of, grant funds made available to Agency by a Federal grantor agency. Upon receipt of a notice of termination, the Contractor shall cease incurring additional obligations under this Agreement. However, the Agency shall allow the Contractor to incur all necessary and proper costs which the Contractor cannot reasonably avoid during the termination process. Each payment obligation of the School Board created by this agreement is conditioned upon the availability of funds that are appropriate or allocated for the payment of services or products. If such funds are not allocated and available, this agreement may be terminated by the School Board at the end of the period for which funds are available. The School Board shall notify the vendor at the earliest possible time before such termination. No penalty shall accrue to the School Board in the event this provision is exercised, and the School Board shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

11. DEFAULT
If the Contractor fails to fulfill or comply with any of the terms or conditions of the Agreement, in whole or in part, the Agency may place the Contractor in default status and take any one of the following actions:

a) Suspend activities under the Agreement, upon fifteen (15) days advance written notice by the Agency and withhold further payments, except for those necessary and proper costs which the Contractor cannot reasonably avoid during the period of suspension.
b) Terminate the Agreement for cause, in whole or in part, upon fifteen (15) days advance written notice from the Agency.
c) Terminate the Agreement for cause, in whole or in part, immediately effective upon notice, whenever the Agency determines that the Contractor has jeopardized the safety and welfare of the Agency or the public or whenever the fiscal integrity of the Agreement has been compromised.
d) Invoke any other remedy or remedies that may be legally available.

12. EQUAL EMPLOYMENT OPPORTUNITY
Contractors awarded contracts involving Federal Funds in excess of $10,000 must be in compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967.

13. ACCESS TO RECORDS/FLORIDA'S PUBLIC RECORDS LAWS
This contract shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. Contractor understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The Contractor shall keep records to show its compliance with program requirements. Contractors and subcontractors must make available, upon request of the Agency, a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records of the Contractor which are directly pertinent to this specific agreement for the purpose of making audit, examination, excerpts, and transcriptions. The Contractor shall retain all records for three (3) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Section 80.36 (1) and 85.510, and for a period of five (5) years pursuant to §257.36, Florida Statutes, or Florida Administrative Code Chapter 1B.

14. PATENTS, COPYRIGHTS AND ROYALTIES
All books, manuals, films or other materials suitable for copyright or patent, regardless of means of transmission, produced as a result of the work or services performed under or in connection with this Agreement, are hereby reserved as the exclusive property of and sole ownership by The School Board of Miami-Dade County, Florida, unless and to the extent that the parties agree otherwise, as evidenced in writing and included as a part of this Agreement. Contractor shall defend, indemnify and hold the School Board and its successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by Contractor of any third-party patent, copyright or trademark or (ii) misappropriation by Contractor of any third-party trade secret in connection with any of the foregoing. Contractor will indemnify and hold harmless the School Board from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the contract, including its use by the School Board. If Contractor uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work.

15. BACKGROUND SCREENING REQUIREMENTS
In accordance with the requirements of §1012.465, §1012.32 and §1012.467, Florida Statutes, and School Board Policies 8475, 1121.01, 3121.01 and 4121.01 as amended from time to time Contractor agrees that, if Contractor receives remuneration for services, Contractor and all of its employees who provide or may provide services under this Contract will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced statutes and School Board policies prior to providing services to The School Board of Miami-Dade County.

Additionally, Contractor agrees that each that of its employees, representatives, agents, subcontractors or suppliers who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must meet level 2 screening requirements as described in the above-referenced statutes, and School Board rules.

A noninstructional contractor who is exempt from the screening requirements set forth in §1012.465, §1012.468 or §1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under §943.043 and the national sex offender public registry maintained by the United States Department of Justice. Contractor will not be charged for this search.

Further, upon obtaining clearance by Board, if Board deems necessary, Board will issue a photo identification badge which shall be worn by the individual at all times while on Board property when students are present.

Contractor agrees to bear any and all costs associated with acquiring the required background screening -- including any costs associated with fingerprinting and obtaining the required photo identification badge. Contractor agrees to require all its affected employees to sign a statement, as a condition of employment with Contractor in relation to performance under this Bid/RFP/Agreement, agreeing that the employee will abide by the heretofore described background screening

requirements, and also agreeing that the employee will notify the Contractor/Employer of any arrest(s) or conviction(s) of any offense enumerated in School Board Policies 8475, 1121.01, 3121.01 and 4121.01 within 48 hours of its occurrence. Contractor agrees to provide the Board with a list of all its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. Contractor agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. Contractor further agrees to notify the Board immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by contractor to notify the Board of such arrest or conviction within 48 hours of being put on notice and within five (5) business days of the occurrence of qualifying arrest or conviction, shall constitute grounds for immediate termination of this Agreement.

The parties further agree that failure by Contractor to perform any of the duties described in this section shall constitute a material breach of the Contract entitling the Board to terminate this Contract immediately with no further responsibility to make payment or perform any other duties under this Agreement.

16. COMPLIANCE WITH SCHOOL CODE
Contractor agrees to comply with all sections of the Florida K-20 Education Code, Title XLVIII, Florida Statutes as it presently exists, and further as it may be amended from time to time. Further Contractor agrees that failure to comply with the Florida K-20 Education Code shall constitute a material breach of this Contract and may result in the termination of this Contract by the Board.

17.CONFLICT OF INTEREST
Former Miami-Dade County Public Schools employees, classified as Managerial Exempt Personnel, Pay Grade 22 and above, Dade County Schools Administrators Association, Pay Grade 47 and above, and other equivalent positions, are prohibited from personally representing another person or entity or acting as an agent or attorney for compensation in connection with any matter in which The School Board of Miami-Dade County, Florida, is interested, for two (2) years after the School Board employees' service terminates. This provision is pursuant to School Board Policies 1129, 3129 and 4129 and §112.313(9) Florida Statutes.

18. COMPLIANCE WITH BOARD POLICIES
I certify agreement with the following School Board Policies: 6460 Business Code of Ethics; 6325 Cone of Silence; 6320 Purchasing; 6320.01 Outside Vendors Selling and 6320.02 Minority/Women Business Enterprise Certification Procedures, and agree to comply with all applicable School Board contracting and procurement policies and procedures.

19. ASSIGNMENT
This contract may not be assigned nor may any assignment of monies due, or to become due to Contractor, be assigned without the prior written agreement of The School Board of Miami-Dade County, Florida. If Contractor attempts to make such an assignment, such attempt shall constitute a condition of default.

20. DEBARMENT
Pursuant to Board Policy 6320.04 – Contractor Debarment Procedures – Debarred contractors are excluded from conducting business with the Board as agents, representative, partners, and associates of other contractors, subcontractors or individual sureties.

21. NO GRATUITY POLICY
It is the policy of Procurement Management Services not to accept gifts, gratuities, or favors of any kind or of any value whatsoever from vendors, members of the staffs, or families.

22. DAVIS-BACON ACT LABOR STANDARDS
This project may be funded in whole or in part under the provision of the American Recovery and Reinvestment Act of 2009. Therefore, the Contractor shall comply with all applicable provisions of 40 U.S.C. §276a-§276a-7, the Davis-Bacon Act, as supplemented by the Department of Labor regulations (29 C.F.R. PART 5 "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

23. DISCLOSURE OF EMPLOYMENT OF FORMER SCHOOL BOARD EMPLOYEES

Pursuant to School Board Policy 6460 Business Code of Ethics, which may be accessed at http://www2.dadeschools.net/schoolboard/rules all bidders, proposers, consultants, and contractors are required to disclose the names of any of their employees who serve as agents or principals for the bidder, proposer or contractor, and who **within the last two (2) years**, have been or are employees of the School Board. Such disclosures will be in accordance with current School Board policies, but will include, at a minimum, the name of the former School Board employee, a list of the positions the employee held in the last two (2) years of his or her employment with the School Board, and the dates the employee held those positions.

NAME	LIST OF POSITIONS	DATES EMPLOYEE HELD POSITION
	Not Applicable	

24. INTELLECTUAL PROPERTY RIGHTS

Contractor will indemnify and hold harmless the School Board from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the contract, including its use by the District. If Contractor uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work.

25. WRITTEN NOTICE DELIVERY

Any notice required or permitted to be given under this agreement by one party to the other party shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the recipient's address set forth in this section or on the date shown on the certificate of receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address hereinafter specified.

Contractor/Vendor's Address. The address for Contractor/Vendor for all purposes under this agreement and for all notices hereunder shall be:

Contractor/Vendor: Miami-Dade Parks, Recreation and Open Spaces Department
Contact's Name/Title): Attention: Gina Drakes, Grants Manager
Address: 275 NW 2nd Street , Miami, FL 33176

School Board's Address. The address for the School Board for all purposes under this agreement and for all notices hereunder shall be:

The School Board of Miami-Dade County, Florida
Attn: Alberto M. Carvalho, Superintendent
1450 N.E. Second Avenue, Suite 912
Miami, Florida 33132

With a copy to:

The School Board of Miami-Dade County, Florida
Department:
Department Director: Attention:
Address:

And a copy to:

The School Board of Miami-Dade County, Florida
Attn: Walter J. Harvey, School Board Attorney
1450 N.E. Second Avenue, Suite 430
Miami, Florida 33132

26. INSURANCE REQUIREMENTS

Contractor shall provide evidence of insurance as may be required by the School Board's Office of Risk and Benefit Management, which may include, without limitation, professional liability, general liability, worker's compensation and auto liability insurance coverages. Upon request, "The School Board of Miami-Dade County, Florida, its officers, directors and employees" shall be named as additional insured. Prior to effective date of the contract, Contractor shall be responsible for providing the School Board with (1) certificate(s) of insurance and (2) policy endorsement(s) as proof of said coverage. If the Contract is pursuant to a Request for Proposal or Invitation to Bid, then the Contractor shall also comply with insurance requirements set forth therein. Contractor shall maintain insurance coverage in effect for the entire term of the Contract. Cancellation or modification of terms, without the prior written consent of the School Board, shall constitute a material default under the Contract.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
(as to the School Board):

School Board Attorney - Signature Date

SUBMITTED BY:

Charge Location Administrator Signature Date

Regional Superintendent/Division Head Signature Date
(as applicable)

Office of Grants Administration Signature Date
(if applicable)

NOTE: Signature of Assistant Superintendent for the Office of Intergovernmental Affairs and Grants Administration required ONLY for contracts financed from Contracted Programs Funds (Part IV).

Risk Management Signature Date

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

BY: _____ Signature
(Superintendent of Schools or Designee)

(Name Typed)

Date: _____

VENDOR/CONTRACTOR

BY: _____
Signature

Name: Lisa M. Martinez, Senior Advisor
(Name Typed) (Title) (Date)

Address: 111 NW 1 Street
Miami, FL 33128

Social Security No. (if individual) _____
F.E.I.N. (if organization) 59-6000573
School Board Employee: Yes ☐ No ☐
M-DCPS Employee No. _____

PAYMENT SCHEDULE BASED ON DELIVERABLES AND TIMELINE

Terms

1. **SD2: Strategic Direction -Healthy Eating and Active Living**
2. **SD3: Strategic Direction -Quality Clinical Preventive Services**
3. **SD5: Strategic Direction-Safe Physical Environments**

Program or Service Specific Terms

Community Transformation Grant (CTG) Small Communities Program:

305 – Play, Eat, Succeed-The goals of this project are to improve nutritional habits, increase physical activity and achieve a healthy weight in order to manage the prevalence of childhood obesity among the target population. The specific aims of the proposed activity are: 1) to increase the percentage of students who consume fruit two or more times per day and vegetables three or more times per day; 2) to increase the percentage of students who engage in 60 minutes of daily physical education/physical activity; and 3) to increase the percentage of students who achieve or maintain a BMI measurement below the 95th percentile.

1. **General Description**
   a. **General Statement**
      i. Services to be performed under this contract by **Miami Dade Parks and Recreation Open Spaces Department** include but are not limited to improving the quality and amount of physical activity opportunities for students in elementary/ K-8 centers and middle/ high school to participate in before, during and after school by increasing the number and quality of PA initiatives derived from *Fit2Play*. *Fit2Play* is an evidence-based, fun educational wellness program for ages 6-14 which incorporates physical activity, nutritional education with interactive learning to develop healthy lifestyles, academic performance & good citizenship. Through the use of *Fit2Play*, opportunities will be increased for M-DCPS youth in grades 6-8 to participate in physical activity and proper nutrition. Training and support will be provided to 59 M-DCPS middle school faculty/staff to implement the *Fit2Play* and similar physical activity clubs during the Universal Free Breakfast before school.

   b. **Scope of Service**
      i. Population: M-DCPS children and youth (grades pre-kindergarten-middle school) including underserved racial and ethnic groups; low socio-economic status populations; and children and youth with disabilities

ii. Geographic area: urban/ rural
iii. Intervention setting: public school

c. **Major Program Goals**
   i. **SD2D:** Increase the total number of physical activity opportunities implemented at middle school facilities for M-DCPS youth to participate in through development of the *Fit2Play* or other before school physical activity club.
   ii. **SD2J:** Increase the total number of physical activity opportunities implemented at school and park facilities for children and youth with disabilities.
   iii. **SD5P:** Increase access to and use of public park facilities by children or youth with disabilities and their families for physical activity.

2. **Staffing Requirements**
   a. Staff Training

3. **Deliverables**
   a. **SD2D**
      i. All work for the Community Transformation Grant will be completed between **September 30, 2012-September 29, 2014.**
      ii. **By September 1, 2013,** the contractor will recruit, hire and train staff needed for implementation of strategy.
      iii. **By October 1, 2013,** the contractor will develop modified version of fitness and conditioning curriculum from Fit2Play to implement before school physical activity clubs
      iv. **By October 1, 2013,** the contractor will collaborate with M-DCPS for recruitment of middle school faculty/staff to coordinate, conduct and support the before school physical activity club.
      v. **By November 1, 2013,** the contractor will train a minimum of 59 faculty/staff on implementation of Fit2Play physical activity curriculum.
      vi. **By November 1, 2013,** the contractor will develop school-specific plans for implementation of Fit2Play curriculum and other before school physical activity clubs at middle school sites, including timeline to implementation and strategies to promote participation in breakfast.
      vii. **By November 1, 2013,** the contractor will implement school-specific Fit2Play and/or other before school physical activity club
      viii. **By May 30, 2014,** the contractor will conduct monitoring and follow-up with each participating school to reinforce training and provide coaching and assistance to faculty/staff during implementation.
      ix. **By September 30, 2014,** the contractor will prepare progress reports of before school physical activity club, including number of faculty/staff

trained and number of participating schools; present progress at Wellness Advisory Committee meeting.

b. SD2J

i. **By September 1, 2013,** the contractor will recruit, hire and train staff needed for implementation of strategy.

ii. **By October 1, 2013,** the contractor will collaborate with M-DCPS to develop and coordinate an in-school physical activity program and after-school/out-of-school aquatic activity program for children and youth with disabilities.

iii. **By October 30, 2013,** the contractor will develop comprehensive project plan for education, implementation, monitoring and evaluation; create prioritized list of schools to be targeted for activity programs; identify four M-DCPS with highest proportions of children and youth with disabilities.

iv. **By October 30, 2013,** the contractor will produce information on newly developed in-school and after-school/out-of-school aquatic activities; disseminate to parents/families of children and youth with disabilities.

v. **By November 30, 2013,** the contractor will procure program supplies.

vi. **By November 30, 2013,** the contractor will Conduct in-school physical activity/sport program for children and youth with disabilities at each targeted school once per week.

vii. **By November 30, 2013,** the contractor will conduct once a weekly out-of-school aquatic activity/sports program for groups 15 disabled youth over 16 weeks at Miami-Dade County Parks, Recreation and Open Spaces Department facilities.

viii. **By May 30, 2014,** the contractor will prepare final progress reports; report on progress and present to Wellness Advisory Committee.

ix. ****Repeat milestones 4-7 in Y2**

c. SD5P

i. **By December 1, 2013,** the contractor will develop survey to capture parental barriers (i.e. attitude toward child's abilities, lack of transportation, convenience, unsure of what to do at park) to access M-DPROS services for children and youth with disabilities.

ii. **By January 1, 2014,** the contractor will develop protocol for implementation of survey to parents and families of children and youth with disabilities in M-DCPS and evaluation plan for received data; meet with administrators at M-DCPS and attend Educational Excellence School Advisory Committee meetings at M-DCPS to receive input and feedback from community members.

iii. **By February 1, 2014,** the contractor will disseminate surveys to schools with large populations of children and youth with disabilities and have a minimum of 20% return rate, 1000 surveys.

iv. **By March 1, 2014,** the contractor will analyze surveys to determine highest ranking perceived barriers to access and use of parks in order to formulate action plan; compare prioritized perceived barriers list to M-DPROS existing prioritized Architectural Barriers List to establish most significant barriers to be addressed.

v. **By April 1, 2014,** the contractor will conduct a minimum of five interviews with families of children and youth with disabilities to receive support for action plan.

vi. **By May 1, 2014,** the contractor will develop and implement action plan to address highest ranking barriers; meet with a minimum of five schools to receive support for action plan.

vii. **By June 1,, 2014,** the contractor will develop and implement awareness campaign to promote use of parks by families of children and youth with disabilities.

viii. **By May 1, 2014,** the contractor will present progress at Wellness Advisory Committee meetings

ix. **By August 30, 2014,** the contractor will conduct comparative analysis of data from survey and current use of parks and Disabilities Services to determine changes in perception of barriers; revise prioritized list of perceived barriers and integrate with Architectural Barriers List to determine future steps; disseminate findings.

4. **Reports**
   a. Monthly reports must be presented to Miami-Dade County Public Schools, CTG-305 Play, Eat, and Succeed Program Manager by the 30th of each month except for quarterly report months.
   b. Quarterly reports must be submitted no later than **5 business days** following end of quarter.
   c. Quarter end dates are the following:
      i. **June 30th, 2013, September 30th, 2013, December 31st, 2013, March 30th, 2014, June 30th, 2014, September 30th, 2014**

5. **Records and Documentation**
   a. The contractor will create quarterly reports where Miami-Dade County Public Schools can follow up with program progress.

6. **Performance Specifications**
    a. **Outcomes and Outputs**
        i. **SD2D**
            1. Annual Objectives (AMO):
                a. By 11/01/13, increase the number of trained middle school faculty/staff from 0 to 59 for implementation of Fit2Play or other before school physical activity.
            2. Project Period Objective (PPO):
                a. By 09/30/14, increase from 8 to 32 new before school physical activity opportunities for middle school youth (grades 6-8) through the introduction of Fit2Play or other before school physical activity.
        ii. **SD2J**
            1. Annual Objectives (AMO):
                a. By 05/30/2014, increase the number of physical activity programs for children and youth with disabilities both during and out-of-school hours from 2 to 4 through collaboration and partnership between M-DCPS and Miami-Dade County Parks, Recreation and Open Spaces Department.
            2. Project Period Objective (PPO):
                a. By 09/29/2014, increase enrollment of children and youth with special needs in the two newly developed physical activity programs to maximum capacity (75 children and youth with disabilities).
        iii. **SD5P**
            1. Annual Objectives (AMO):
                a. By 12/30/2013, develop an Actual and Perceived Barriers Access and Use of Miami-Dade Parks, Recreation and Open Spaces Facilities by Children and Youth with Disabilities and their Families Survey.
            2. Project Period Objective (PPO):
                a. By 09/29/14, reduce by 5% the number of actual and perceived barriers to access and use Miami-Dade Parks, Recreation and Open Spaces facilities by children and youth with disabilities and their families.

b. **Monitoring and Evaluation Methodology**

i. **SD2D, SD2J, SD5P**

1. Baseline data collection:
    a. Timeline: collection occurs at earliest 2 months pre-implementation
    b. New data: "Self- Survey" developed in major languages of M-DC; target parents of M-DCPS children and youth with disabilities
2. Follow-up data collection
    a. Timeline: collection occurs at earliest 1 week post-implementation
    b. New data: "Self-Survey" developed in major languages of M-DC; target parents of M-DCPS children and youth with disabilities.

7. **Payment**

a. The vendor will submit to Miami-Dade County Public Schools an invoice for payment for services rendered on a quarterly basis.
b. Invoice must be submitted no later than **5 business days** following end of quarter.
c. Quarterly end dates are the following:

i. **June 30th, 2013, September 30th, 2013, December 30th, 2013, March 30th, 2014, June 30th, 2014, September 30th, 2014**