

**OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA**

MEMORANDUM

Agenda Item No. 9(A)(1)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: May 2, 2023

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution ratifying, pursuant to sections 2-9 and 2-10 of the Code, a Memorandum of Understanding between Miami-Dade County and Florida International University for the Social Services Internship Program with FIU School of Social Work and Miami-Dade Public Library System; authorizing the County Mayor to exercise all rights contained therein; delegating to the County Mayor the authority to enter into future Memoranda of Understanding for interns to participate in the Library's Social Services Program

Resolution No. R-426-23

The accompanying resolution was prepared by the Library Department and placed on the agenda at the request of Prime Sponsor Commissioner Marliene Bastien.



Geri Bonzon-Keenan
County Attorney

GBK/gh

MDC001

Memorandum



Date: May 2, 2023

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor 

Subject: Resolution Approving Ratification of Memorandum of Understanding Between Miami-Dade County and Florida International University for the Social Services Internship Program with FIU School of Social Work and Miami-Dade Public Library

Executive Summary

This purpose of this item is for the Board of County Commissioners (Board) to ratify a Memorandum of Understanding (MOU, Attachment 1 to the Resolution) with Florida International University (FIU) for their Social Work students to participate as interns in the Miami-Dade Public Library System's (Library) Social Services Program. The Library's Social Services program provides services that connect residents to housing, food, government assistance and other available community resources. The FIU School of Social Work interns will benefit from direct experience providing social services under the guidance of two professional Social Workers at the Library and a Licensed Clinical Social Worker (LCSW) from the Juvenile Services Department, who is partnering with the Library to assist in the fieldwork oversight of the FIU interns. The term of the MOU is from January 1, 2023 through September 30, 2023. The item also seeks authorization for the Mayor or the Mayor's designee to enter into future MOU agreements for interns to participate in the Library's Social Services Program, subject to legal approval by the County Attorney's Office. During FY 2021-22, the Library's Social Services Program scheduled over 2,400 appointments and referrals.

Recommendation

It is recommended that the Board of County Commissioners (Board) ratify, pursuant to Sections 2-9 and 2-10 of the Code of Miami-Dade County, the Memorandum of Understanding (MOU) between Miami-Dade County (County) and Florida International University (FIU) for FIU students to participate as Social Work interns as part of the Miami-Dade Public Library System's (Library) Social Services Program.

Scope

The scope of the Library's Social Services Program encompasses the Miami-Dade Library District, which includes library locations in all 13 Commission Districts.

Fiscal Impact/Funding Source

There is no additional fiscal impact to the County. The Library's Social Services Program is funded from the Library District. The FIU interns receive academic credit for participating in the program as interns.

Track Record/Monitor

Library Assistant Director Lydia Lopez will be responsible for monitoring the MOU.

Delegated Authority

Upon approval of this item, the County Mayor or County Mayor's designee will have the authority to exercise all provisions of the MOU. This item also authorizes the County Mayor or the County Mayor's designee to enter into future MOU agreements for interns to participate in the Library's Social Services Program, subject to legal approval of subsequent MOU's by the County Attorney's Office.

Background

The Library began its Social Services Program as a pilot program in 2020, initially in partnership with the Southeast Florida Library Information Network (SEFLIN) and FIU. The Library currently has four full-time Social Workers. During FY 2021-22, they scheduled over 2,400 appointments and referrals. They have developed and fostered networks in the community to effectively connect individuals to services. These partners include the County's Community Action & Human Services Department (CAHSD), Juvenile Services Department, and Homeless Trust, as well as community partners such as New Hope Outreach Team, Hermanos de la Calle, Chapman Partnership, Brownsville Housing, Carrfour Housing, Transitions Inc., Agape Network, Greenshirts, VA Outreach, Legal Services of Greater Miami, Catholic Charities, Jewish Community Services, Open Arms Community, NOAMI (National Alliance on Mental Illness), Bayana Health, Miami Bridge Program, Camillus Health Concerns Outreach Team, and others.

In order to expand the ability to serve more residents, the Library is partnering with FIU School of Social Work to have their students participate in the Library's Social Services Program as interns. The MOU provides for up to two interns a semester at the Library. The students will be managed/guided by a Field Instructor. The Juvenile Services Department (JSD) will be partnering with the Library to share one of their LCSWs as the Field Instructor for the interns who will provide at minimum five hours of oversight and guidance per student per semester. Expanding the Social Services Program at the Library aligns with the County's Thrive305 Initiative in creating a "No Wrong Door" approach for County services and the County's Strategic Plan objective of providing necessary support services for vulnerable residents and special populations.

Libraries have a long history of adapting services to the ever-changing needs of the communities they serve. Social workers have the knowledge and skillset to provide specialized assistance in referring individuals to shelters, health care, food benefits, counseling/mental health, reemployment assistance, and more. The Library is part of the growing trend to provide social services to connect at-risk and at-need persons to services and resources in the community.



Morris Copeland, CPM
Chief Community Services Officer



MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: May 2, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 9(A)(1)

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
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ 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)(1)
5-2-23

RESOLUTION NO. _____ R-426-23

RESOLUTION RATIFYING, PURSUANT TO SECTIONS 2-9 AND 2-10 OF THE CODE OF MIAMI-DADE COUNTY, A MEMORANDUM OF UNDERSTANDING BETWEEN MIAMI-DADE COUNTY AND FLORIDA INTERNATIONAL UNIVERSITY FOR THE SOCIAL SERVICES INTERNSHIP PROGRAM WITH FIU SCHOOL OF SOCIAL WORK AND MIAMI-DADE PUBLIC LIBRARY SYSTEM; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ALL RIGHTS CONTAINED THEREIN; DELEGATING TO THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE THE AUTHORITY TO ENTER INTO FUTURE MEMORANDA OF UNDERSTANDING FOR INTERNS TO PARTICIPATE IN THE LIBRARY'S SOCIAL SERVICES PROGRAM

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:

Section 1. Approves, in substantially the form attached hereto as Attachment 1, the Memorandum of Understanding between Miami-Dade County and Florida International University for the Social Services Internship Program with FIU School of Social Work and the Miami-Dade Public Library System, in accordance with section 2-9 and 2-10 of the Code of Miami-Dade County, Florida.

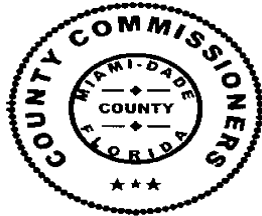
Section 2. Authorizes the County Mayor or County Mayor's designee to exercise all rights contained therein of the Memorandum of Understanding.

Section 3. Delegates to the County Mayor or County Mayor’s designee the authority to enter into future memoranda of understanding for interns to participate in the Library’s Social Services Internship Program, provided that such memoranda of understanding have no fiscal impact to the County and have been approved as to form and legal sufficiency by the County Attorney’s Office.

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

Oliver G. Gilbert, III, Chairman	aye		
Anthony Rodríguez, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	aye
Roberto J. Gonzalez	aye	Keon Hardemon	aye
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Kionne L. McGhee	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 2nd day of May, 2023. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



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

LUIS G. MONTALDO, CLERK AD INTERIM

Basia Pruna

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

mjs

Melanie J. Spencer



INTERLOCAL MEMORANDUM OF UNDERSTANDING:

This Memorandum of Understanding, effective 1/1/2023 (date), is between Miami-Dade County through various Miami-Dade County Public Library System locations ("Agency") and Florida International University Board of Trustees (FIU), (collectively, the "parties").

The Agency currently provides free social services, resources, and support to the community via two agency-based social workers. The Agency provides services that connects customers to housing, food, government assistance and other available community resources. FIU and Agency hereby declare its mutual desire to participate in a cooperative educational experience for the benefit of FIU's students and that of the social services program of the Agency. Toward that end, the parties hereby subscribe to the present Memorandum of Understanding ("MOU") with the following clauses:

A. The Agency intends to:

1. Encourage and support the learning aspect of the student's internship assignment.
2. Designate an employee to serve as the Internship Supervisor for the student with responsibilities to help orient the student to the agency and its culture, assist in the development of learning objectives, confer regularly with the student and his/her Academic Advisor and monitor progress of the student.
3. Provide adequate supervision for the student and to assign duties that are career-related, progressive and challenging.
4. Make available equipment, supplies, and space necessary for the student to perform his/her duties.
5. Notify FIU personnel of any changes in the student's work status, schedule or performance.
6. Maintain complete records and reports of each student's performance and provide written evaluations of each student's performance to FIU at the end of the internship period.
7. Allow a FIU representative to visit the site to confer with the student and his/her Internship Supervisor.
8. Communicate Agency policies and standards to FIU personnel.
9. Communicate to the student and enforce all rules and regulations pertaining to regular employees of the Agency.
10. Provide a qualified Field Instructor with a Masters in Social Work (MSW) and two years of post-graduate work.
11. Provide the Field Instructor and commit to 5 hours per student (based on requirement) for BSSW or MSW I/II/III.
12. Host 2 students per semester at the Main Library or other Library branches as agreed upon by the agency and the student.
13. The agency understands the general requirements below for each level of Social Work Interns;
 - A. **The BSSW Generalist Practice Internship** (undergraduates in their senior year of the program)
 - i. Two consecutive semesters at the same agency
 - ii. Requires the students to obtain 256 hours total each semester (16 hours per week in fall/spring; 21 hours per week summer)

- iii. Students at this level are expected to be able to engage in all 20 generalist practice behaviors and meet all 9 competencies* by the end of each semester.
 - iv. Generally, BSSW students engage in case management internships, though FIU is open to them having other experiences as long as they are able to engage primarily in the 20 generalist practice behaviors.
 - v. Students must meet with a qualified Field Instructor** for one hour a week; for BSSW students, this hour may be individually or in a group.
- B. **The MSW I Generalist Practice Internship** (two-year MSW students in their first year)
One semester at the same agency
- i. Requires students to obtain 344 hours total for the semester (equaling approximately 22 hour per week in fall/spring)
 - ii. Students at this level have similar expectations to that of the BSSW students: to be able to engage in all 20 generalist practice behaviors and meet all 9 competencies* by the end of each semester.
 - iii. Students must meet with a qualified Field Instructor** for one hour a week; for MSW I students, this hour may be individually or in a group.
- C. **The MSW II/III Clinical Specialization Internship** (students with a BSSW entering the MSW program or 2nd year two-year MSW students)
- i. Two consecutive semesters at the same agency
 - ii. Requires students to obtain 288 hours total for each semester (18 hours per week in fall/spring and 24 in summer)
 - iii. Students at this level are expected to learn and engage in the 29 clinical specialization behaviors and meet all 9 competencies* by the end of each semester.
 - iv. At this level, students are expected to have a **clinical** experience with clients
 - v. MSW II/III Advanced Clinical students must meet **individually** with a qualified Field Instructor** for one hour a week.

B. The University intends to:

1. Encourage the student's productive contribution to the overall mission of the Agency.
2. Certify the student's academic eligibility to participate in an academic internship assignment.
3. Establish guidelines and standards for the conduct of its internship program and make these guidelines and standards available to the Internship Supervisor.
4. Designate a faculty or professional staff member to serve as the Academic Advisor to the student with responsibilities to assist in setting learning objectives, confer with the Internship Supervisor, monitor student progress of the internship assignment, and evaluate the academic performance of the student.
5. Maintain communication with the Internship Supervisor and clarify university policies and procedures.
6. Ensure that each intern carries appropriate liability insurance coverage.
7. Comply with all established policies and practices of the Agency as such policies and practices are made known to FIU. The FIU further agrees that students will be subject to all rules and regulations to regular employees of the Agency.

C. Terms and Conditions:

1. **Indemnification:** The parties agree to indemnify and protect each other subject to the provisions of this section, within the limitations of, Florida Statutes, Section 768.28, as amended from time to time. To the extent allowed by Section 768.28 of the Florida Statutes, all employees and agents of FIU and Agency and the Facility, acting within the scope of this Agreement, shall be entitled

to sovereign immunity. Each party agrees to be liable for the activities of its respective trustees, officers, employees, and agents (collectively referred to as "personnel"). Subject to the limitation of Section 768.28 Florida Statutes, facility agrees to indemnify and hold harmless FIU and its personnel from all claims, suits, judgments or damages, arising out of the acts or omissions of Facility, or Facility's employees or agents. FIU agrees to indemnify and hold harmless Facility and its personnel from all claims, suits, judgments or damages, arising out of the acts or omissions of FIU, or FIU's employees or agents.

2. **Insurance/Liability:** FIU and the Agency are each self-insured entities with a general liability risk management program including the administration of general liability claims, settlement of claims, a claims prevention program and trust fund pursuant to Florida law. FIU and the Agency shall maintain these programs throughout the MOU term.

Each party agrees to be (i) fully responsible for its acts of negligence or its employees' acts of negligence when acting within the course and scope of their employment; and (ii) liable for any damages resulting from said negligence. The foregoing shall only be to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that statute whereby neither party shall be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by said party arising out of the same incident or occurrence, exceeds the sum of \$300,000. Nothing herein shall be construed as making either party responsible for any liability or claim arising out of the negligent performance or failure of performance of the other party or as a result of the negligence or failure of performance of any third party. Further, nothing contained herein shall be construed or interpreted as: i) denying either party or other state or public entity any remedy or defense available under the laws of the State of Florida; ii) the consent of either party to be sued; or iii) a waiver of sovereign immunity of either party beyond the waiver described herein and provided in §768.28, Florida Statutes.

3. **Florida Public Records Act.** As it relates to this Agreement and any subsequent agreements and other documents related to the MOU, FIU, pursuant to Section 119.0701 of the Florida Statutes, shall:
 - A. Keep and maintain public records that ordinarily and necessarily would be required by the Agency in order to perform its obligations under this MOU.
 - B. Upon request from the Agency's custodian of public records identified herein, provide the Agency with a copy of the requested records or allow the public with access to public records on the same terms and conditions that the Agency 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 for the duration of this MOU's term and following completion of the obligations under this MOU if FIU does not transfer the records to the Agency. Nothing in this MOU shall be construed as a waiver of any exemption from disclosure FIU may have under Florida law, without limitation.
 - D. Meet all requirements for retaining public records and transfer to the Agency, at no cost to Agency, all public records created, received, maintained and/or directly related to the

performance of this MOU that are in possession of FIU upon termination of this MOU. Upon termination of this MOU, FIU shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements, except to the extent prohibited by record retention requirements applicable to federal credit unions.

For purposes of this Section, 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 Agency.

FIU's failure to comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes shall be a breach of this MOU and the Agency may, at the Agency's sole discretion, avail itself of any of the remedies for breach set forth under this MOU or available at law or equity. In the event FIU fails to meet any of these provisions or fails to comply with Florida's Public Records Laws, FIU shall be responsible for indemnifying the Agency in any resulting litigation and will. In addition, FIU will forever stipulate and be obligated to intervene and defend its claim that any public record is confidential, trade secret, or otherwise exempt from inspection and copying under Florida's Public Records Laws for any public records request arising out of or relating to the MOU. FIU's obligations under this section of the MOU shall survive termination of this MOU.

**IF FIU HAS QUESTIONS REGARDING THE APPLICATION OF
CHAPTER 119, FLORIDA STATUTES, TO FIU'S DUTY TO PROVIDE
PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE
LIBRARY'S CUSTODIAN OF PUBLIC RECORDS AT:
MIAMI-DADE PUBLIC LIBRARY SYSTEM
101 WEST FLAGLER STREET, 3rd FLOOR
MIAMI, FLORIDA 33130
ATTN: LEILA KHALIL
EMAIL: KHALILL@MDPLS.ORG**

4. **Relationship of the Parties:** The parties agree that the FIU is an independent entity responsible solely for and is not an agent or servant of the County. No party or its officers, elected or appointed officials, employees, agents, independent contractors or consultants shall be considered employees or agents of any other party, nor to have been authorized to incur any expense on behalf of any other party, nor to act for or to bind any other party, nor shall an employee claim any right in or entitlement to any pension, workers' compensation benefit, unemployment compensation, civil service or other employee rights or privileges granted by operation of law or otherwise, except through and against the entity by whom they are employed.
5. **Venue:** This MOU shall be governed by and construed in accordance with the laws of the State of Florida. The County and the FIU agree to submit to service of process and jurisdiction of the State of Florida for any controversy or claim arising out of or relating to this MOU or a breach of this Agreement. Venue for any court action between the parties for any such controversy arising from or related to this MOU shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, or in the United States District Court for the Southern District of Florida, in Miami-Dade County, Florida.

6. **Compliance with Laws:** Each party agrees to abide by and be governed by all Applicable Laws necessary for effectuating this MOU. "Applicable Law" means any applicable law (including, without limitation, any environmental law), enactment, statute, code, ordinance, administrative order, charter, tariff, resolution, order, rule, regulation, guideline, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, or other direction or requirement of any governmental authority, political subdivision, or any division or department thereof, now existing or hereinafter enacted, adopted, promulgated, entered, or issued.
7. **Modification and Amendment:** Except as expressly permitted herein to the contrary, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equal dignity herewith.
8. **Entirety of Agreement:** This MOU incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this MOU.
9. **Invalidity of Provisions, Severability:** Wherever possible, each provision of the MOU shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this MOU shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this MOU, provided that the material purposes of this MOU can be determined and effectuated.
10. **Terms of Internship Arrangement:** The duration of an internship arranged for each student will be for a period of time arranged between the Agency and the FIU.
11. **Duration of Memorandum of Understanding (MOU):** The initial term of this MOU will be from 01/01/2023 (date) through 09/30/23 (date) and will be renewable for yearly periods thereafter. Either party to this agreement may terminate the internship arrangement and notify the other by written notice at least sixty (60) days prior to the intended termination date.

For the Agency:



11/30/2022

for Daniella Levine Cava, Mayor

Chief Community Services Officer

Date

For FIU:

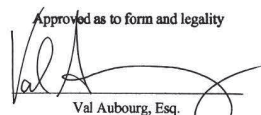
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Elizabeth M. Bejar, PhD., Interim Provost, Executive Vice President
and Chief Operating Officer Official

11/23/2022

Date

Approved as to form and legality

Val Aubourg, Esq.
Senior University Counsel
& Chief Legal Officer for Health Affairs