MEMORANDUM

Agenda Item No. 9(A)(2)

TO:	Honorable Chairman Oliver G. Gilbert, III and Members, Board of County Commissioners	**DATE:**	May 7, 2024
FROM:	Geri Bonzon-Keenan County Attorney	**SUBJECT:**	Resolution relating to grant funding for the Families Forward Child Care Scholarship Program; approving and authorizing the County Mayor to execute a grant agreement with the Early Learning Coalition of Miami-Dade/Monroe County and the Children's Trust, in an amount not to exceed $3,000,000.00, for the Families Forward Child Care Scholarship Program, and to exercise all provisions contained therein; authorizing the County Mayor to negotiate and execute additional agreements and documents with the Early Learning Coalition of Miami-Dade/Monroe County and the Children's Trust for the Program for up to five years following the end of the grant term provided in the agreement, and to exercise all provisions contained therein; and requiring annual reports

Resolution No. R-347-24

The accompanying resolution was prepared by the Community Action and Human Services and placed on the agenda at the request of Prime Sponsor Commissioner Marleine Bastien.

Geri Bonzon-Keenan
County Attorney

GBK/jp

Memorandum

MIAMI-DADE COUNTY

Date: May 7, 2024

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

From: Daniella Levine Cava
Mayor Daniella Levine Cava

Subject: Resolution Approving and Authorizing a Grant Agreement between Miami-Dade County and the Early Learning Coalition of Miami-Dade/Monroe County and The Children's Trust for the Families Forward Child Care Scholarship Program

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Executive Summary

The purpose of this item is to approve and authorize the County Mayor or County Mayor's designee to execute a grant agreement with the Early Learning Coalition of Miami-Dade/Monroe County ("ELC"), and The Children's Trust ("Trust"), for the Families Forward Child Care Scholarship Program ("Program"), to foster quality child care services for children ages 0-5 in Miami-Dade County who are ineligible for the State of Florida's School Readiness Program ("SR") but still face significant economic disadvantages due to the ongoing affordability crisis in South Florida. The item further seeks to authorize the County Mayor or County Mayor's designee to expend any future grant funds allocated by the Board of County Commissioners ("Board") for the Program, for up to five years after the end of this grant term (to September 2030), and to execute any agreements or documents necessary for the expenditure of these future funds, and to exercise all provisions contained therein.

Recommendation

It is recommended that the Board:

1) Approve the attached Resolution relating to grant funding for the Families Forward Child Care Scholarship Program.

2) Approve and authorize the County Mayor or County Mayor's designee to execute a grant agreement, in substantially the form attached to and incorporated in the resolution as Exhibit A ("Agreement"), between the County, through the Community Action and Human Services Department ("CAHSD"), the ELC, and the Trust for the Program, and to exercise the provisions set forth therein, including amendment and termination, provided that such amendments do not alter the purpose of the Program.

3) Authorize the County Mayor or County Mayor's designee to negotiate and execute additional agreements and documents with the ELC and/or The Trust for the Program, including amendments and extensions, provided that such amendments do not alter the purpose of the Program, and provided that such amendments do not add additional grant funds to the Program without approval of such allocations of future grant funds by the Board, for up to five years after the end of the grant term provided in the Agreement (up to September 2030), as well as exercise all provisions contained therein.

Scope
The impact to Miami-Dade County for the provision of these services is countywide.

Fiscal Impact/Funding Source
The impact to the County for the provision of these services is $3,000,000.00 from the general fund which was allocated by the Board in the fiscal year 2023-2024 budget.

Delegation of Authority
The County Mayor or County Mayor's designee is authorized to: (1) execute a grant agreement in substantially similar form as Exhibit A to the resolution, with the ELC, and The Trust, in an amount not to exceed $3,000,000.00 for the Program, and to exercise the provisions set forth therein, including amendment and termination, provided that such amendments do not alter the purpose of the Program; (2) negotiate and execute additional agreements and documents with the ELC and/or The Trust for the Program, including amendments and extensions, provided that such amendments do not alter the purpose of the Program, and provided that such amendments do not add additional grant funds to the Program without approval of such allocations of future grant funds by the Board, for up to five years after the end of the grant term provided in the Agreement (up to September 2030), as well as exercise all provisions contained therein.

Track Record/Monitor
Sonia J. Grice, CAHSD Director, or other designated departmental supervisory staff, will monitor this agreement and the provisions therein and shall report performance measures to the County.

Background
It is recognized that even before children attend prekindergarten, they benefit from positive or significant experiences that help prepare them to enter school and be ready for kindergarten. The State of Florida, utilizing federal Child Care and Development Fund Block Grant funding, seeks to help achieve this goal of helping children be ready for kindergarten through School Readiness ("SR") services. SR provides financial assistance to eligible low-income families for early education and care so the families can become financially self-sufficient, and their young children can be successful in school and into the future. The services that can be accessed through SR vary based on individual needs and range from extended day care to after-school and school-age care in some instances.

The Trust's Thrive by 5 initiative invests funding to support children's development from birth through age five with the goal of ensuring that all children are ready to learn when they arrive at kindergarten, for both their own and society's benefit. This initiative is designed to incentivize early learning programs to achieve and maintain high quality care by addressing inherent financial challenges experienced by early learning providers in high poverty neighborhoods.

One component of The Trust's Thrive by 5 initiative is the Families Forward Child Care Scholarship Program. The Program is designed to provide high quality early learning services to families who apply to receive SR services but who are ineligible because they are considered to be above the Federal Poverty Level or State Median Income limits. This is an ever more common situation in which families find themselves at a "fiscal cliff," unable to sustainably proceed on a positive economic trajectory to self-sufficiency due to the potential loss in benefits brought by rigid eligibility criteria. The scholarships offered through this program are available to families whom upon yearly redetermination for the SR services no longer qualify for the same reason and do not exceed the upper income limit of 300 percent of Federal Poverty Level.

The Program was developed by The Trust and is implemented and managed by the ELC because the ELC, as the State of Florida's designated entity for Miami-Dade and Monroe Counties, administers SR funding and has an existing child care infrastructure and service network utilized through SR. ELC ranks the child care providers using the CLASS scoring system. The CLASS scoring system is a tool for analyzing the quality of teacher-student interactions in the classroom. It produces qualitative ratings of teacher performance, via certain observed teacher-child interactions, across three broad domains: emotional support, classroom organization, and instructional support. These qualitative rating contribute to a tier ranking and only providers in tiers four and five (the top two tiers), are in line to receive the scholarships.

In 2023, The Trust provided $12,000,000.00 in funding to the Program. However, despite this funding, there remains a waitlist for the Program numbering over 1,130 children. With the funding from the County, 300 children are expected to be removed from the waitlist to receive quality early child care services. The following priority factors are to be taken into consideration during the process of the utilization of these funds to bring children off of the waitlist: (1) the child is at least 4 years old and would be close to aging out of the Program; (2) the child is 3 year old and currently on the waitlist.

The County is expected to be the first of many stakeholders to provide funding to the Program. Another such stakeholder will be the Frederick A. DeLuca Foundation which also committed to providing $1,000,000.00 for the Program. It is expected that by the County providing the grant funding herein, more such stakeholders will be incentivized to take similar philanthropic action.

Annual reports will be provided to the Board for every year the Program is funded and the grant agreement is in effect.

Cathy Burgos, LCSW
Chief Community Services Officer

Memorandum

Date:

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

From: Sonia J. Grice, Director
Community Action and Human Services Department (CAHSD)

Subject: Request to Process Late Departmental Agenda Item

I am requesting that the following time-sensitive item of critical importance be added to the appropriate April Committee agenda so that it may be considered by the Board of County Commissioners (Board) when they convene in May:

RESOLUTION RELATING TO GRANT FUNDING FOR THE FAMILIES FORWARD CHILD CARE SCHOLARSHIP PROGRAM; APPROVING AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE A GRANT AGREEMENT WITH THE EARLY LEARNING COALITION OF MIAMI-DADE/MONROE COUNTY AND THE CHILDREN'S TRUST, IN AN AMOUNT NOT TO EXCEED $3,000,000.00, FOR THE FAMILIES FORWARD CHILD CARE SCHOLARSHIP PROGRAM, AND TO EXERCISE ALL PROVISIONS CONTAINED THEREIN; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO NEGOTIATE AND EXECUTE ADDITIONAL AGREEMENTS AND DOCUMENTS WITH THE EARLY LEARNING COALTION OF MIAMI-DADE/MONROE COUNTY AND THE CHILDREN'S TRUST FOR THE PROGRAM FOR UP TO FIVE YEARS FOLLOWING THE END OF THE GRANT TERM PROVIDED IN THE AGREEMENT, AND TO EXERCISE ALL PROVISIONS CONTAINED THEREIN; REQUIRING ANNUAL REPORTS

Although this item has not met the noticed deadline and has been provided to the Agenda Coordination Office late, it is of significant importance that the item be heard during the Board's April Committee Cycle.

This item recommends to approve and authorize the County Mayor or County Mayor's designee to execute a grant agreement with the Early Learning Coalition of Miami-Dade/Monroe County, and The Children's Trust, for the Families Forward Child Care Scholarship Program ("Program"), to foster quality child care services for children ages 0-5 in Miami-Dade County who are ineligible for the State of Florida's School Readiness Program but whose families still face significant economic hardships and are caught at the edge of a fiscal cliff. The item further seeks to authorize the County Mayor or County Mayor's designee to expend any future grant funds allocated by the Board of County Commissioners for the Program, for up to five years after the end of this grant term, and to execute any agreements or documents necessary for the expenditure of these future funds, and to exercise all provisions contained therein.

Accessing high-quality childcare in South Florida is extremely difficult due to the financial hardship many households face. Additionally, only 49% of children in the County are deemed ready to enter kindergarten. With this in mind and considering the continuously increasing waitlist for the Program, it is of paramount importance for children and their families to access these childcare services as soon as possible. The children on the Program's waitlist will receive the opportunity to be better prepared to succeed in school, and their families will be empowered to continue to work and increase their economic self-sufficiency.

This funding, approved by the Board as part of the fiscal year 2023-24 adopted budget, if disbursed in a timely manner, will be able to directly assist 300 children and reduce the Program's waitlist. Additionally, the disbursement of this funding by the County, in coordination with The Children's Trust's increasing funding to the Program, will further incentivize other philanthropic foundations and the private sector of the County to provide additional matching funds to the Program; much to the benefit of the County's residents if not the County as a whole.

Therefore, please process the item notwithstanding that the 3-day rule may be applicable to it. I am aware that this item is subject to approval for placement on the agenda by the appropriate committee chairperson as well as the BCC Chairman, and review by the Office of the County Attorney.

______________________________ Cathy Burgos______________________
Approved by Mayor or Mayor's Designee Print Name

______________________________ Nicole Tallman____________________
Approved by Legislative Director or Designee Print Name

c: Geri Bonzon-Keenan, County Attorney
CAOagenda@miamidade.gov
Eugene Love, Agenda Coordinator

MEMORANDUM
(Revised)

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

DATE: May 7, 2024

FROM: Geri Bonzon-Keenan
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**

_______ **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 Daniella Levine Cava Mayor
Veto __________
Override __________

Agenda Item No. 9(A)(2)
5-7-24

RESOLUTION NO. R-347-24

RESOLUTION RELATING TO GRANT FUNDING FOR THE FAMILIES FORWARD CHILD CARE SCHOLARSHIP PROGRAM; APPROVING AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE A GRANT AGREEMENT WITH THE EARLY LEARNING COALITION OF MIAMI-DADE/MONROE COUNTY AND THE CHILDREN'S TRUST, IN AN AMOUNT NOT TO EXCEED $3,000,000.00, FOR THE FAMILIES FORWARD CHILD CARE SCHOLARSHIP PROGRAM, AND TO EXERCISE ALL PROVISIONS CONTAINED THEREIN; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO NEGOTIATE AND EXECUTE ADDITIONAL AGREEMENTS AND DOCUMENTS WITH THE EARLY LEARNING COALITION OF MIAMI-DADE/MONROE COUNTY AND THE CHILDREN'S TRUST FOR THE PROGRAM FOR UP TO FIVE YEARS FOLLOWING THE END OF THE GRANT TERM PROVIDED IN THE AGREEMENT, AND TO EXERCISE ALL PROVISIONS CONTAINED THEREIN; AND REQUIRING ANNUAL REPORTS

WHEREAS, this Board wishes 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 the foregoing recital, which is incorporated herein by reference.

Section 2. Approves and authorizes the County Mayor or County Mayor's designee to execute a grant agreement, in substantially the form attached hereto as Exhibit A, with the Early Learning Coalition of Miami-Dade/Monroe County and The Children's Trust, in an amount not to exceed $3,000,000.00, for the Families Forward Child Care Scholarship Program ("Program"), and to exercise the provisions contained therein, including amendment and termination, provided that such amendments do not alter the purpose of the Program, and following approval for form and legal sufficiency by the County Attorney's Office.

Section 3. Authorizes the County Mayor or County Mayor's designee to: (a) negotiate and execute additional agreements and documents with the Early Learning Coalition of Miami-Dade/Monroe County and/or The Children's Trust for the Program, following approval for form and legal sufficiency by the County Attorney's Office, including (i) amendments, provided that such amendments do not alter the purpose of the Program, and further provided that such amendments do not add additional grant funds to the Program without approval of such allocations of future grant funds by the Board, and (ii) extensions for up to five years after the end of the grant term provided in the Agreement (up to September 2030); and (b) exercise all provisions contained in any such agreements.

Section 4. Directs the County Mayor or County Mayor's designee to provide a written report to this Board no later than October of 2025 describing the outcomes of the Program, and thereafter annually for each year the grant agreement is in effect, and to place the completed report on an agenda of the full Board without committee review pursuant to rule 5.06(j) of the Board's Rules of Procedure.

The foregoing resolution was offered by Commissioner **Danielle Cohen Higgins**, who moved its adoption. The motion was seconded by Commissioner **Anthony Rodriguez** 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 7th day of May, 2024. 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

JUAN FERNANDEZ-BARQUIN, CLERK

By: **Basia Pruna**
Deputy Clerk

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

Leigh C. Kobrinski

GRANT AGREEMENT BY AND BETWEEN
MIAMI-DADE COUNTY, FLORIDA
AND
EARLY LEARNING COALITION OF MIAMI-DADE/MONROE
AND
THE CHILDREN'S TRUST

This Grant Agreement ("Agreement"), entered into by and between Miami-Dade County, a political subdivision of the State of Florida, through its Community Action and Human Services Department, hereinafter referred to as "the County" or "CAHSD" or "Grantor," having its principal office at 701 NW 1st Court, 10th Floor, Miami, FL 33136, the Early Learning Coalition of Miami-Dade/Monroe County, hereinafter referred to as "ELC" or the "Grantee," a non-profit organization organized and existing under the laws of the State of Florida, having its principal office at 2555 Ponce de Leon Boulevard, Suite 210, Coral Gables, FL 33134, and The Children's Trust, hereinafter referred to as the "The Trust," a special taxing district, organized and existing under the laws of the State of Florida, having its principal office at 3150 SW 3rd Avenue, 8th Floor, Miami, FL 33129, collectively referred to as the "parties," states conditions and covenants for the rendering of human and social services to the residents of Miami-Dade County.

WHEREAS, as part of the budget process for fiscal year 2023-2024, the Miami-Dade County Board of County Commissioners ("Board") adopted a budget that allocated $3,000,000.00 to The Children's Trust's Families Forward Child Care Scholarship Program ("Program"), which is implemented and managed by the ELC; and

WHEREAS, the Program is one component of The Trust's Thrive by 5 initiative investing funding to support children's development from birth through age five, with the goal of ensuring all children are ready for kindergarten; and

WHEREAS, the Program provides child care scholarships for high quality child care centers to children age birth through age five in Miami-Dade County who are ineligible for the State of Florida's School Readiness Program but who still face significant economic challenges; and

WHEREAS, currently the Program has a waitlist of over 1,000 children; and

WHEREAS, on _____, the Board adopted Resolution No. __________ approving the grant agreement with The Trust and to the ELC, in an amount not to exceed $3,000,000.00 ("Grant" or "Grant funds"), to help reduce the waitlist for the Program;

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

1. Grant Purpose. The above recitals are incorporated as if fully set forth herein. The purpose of the Grant is to provide funding toward The Children's Trust's Families Forward Child Care Scholarship Program, which provides child care scholarships for high quality child care centers to children in Miami-Dade County in accordance with the Scope of Work (Attachment A).

Roles of the Parties:

The Trust: The Program was designed and developed by The Trust. Unless otherwise specified herein, the Trust's sole involvement in this Agreement is to oversee implementation of the Program by providing Program eligibility and criteria and to assist in the ELC's preparation of Program data and reports.

The County: The County will provide the Grant funds for the Program in order to remove approximately 300 children off of the Program waitlist, including the 176 children who were removed from the waitlist by the ELC in February of 2024 and are currently receiving services.

The ELC: The ELC will manage and implement the Program using the Program criteria provided by The Trust and the Grant funds provided by the County, in accordance with the Scope of Work (Attachment A), and prepare Program data and reports.

2. Amount Payable. Subject to available funds, the maximum provisional amount payable for services rendered under this Agreement shall not exceed:

Families Forward Child Care Scholarship Program: $3,000,000.00.

The parties expressly acknowledge availability of funding under this Agreement is at the County's sole discretion and is contingent upon approval by the Board and the availability of funds. Both parties agree that should County funding be reduced, the amount payable and the services provided (i.e. scholarships provided) under this Agreement may be proportionately reduced at the sole discretion and option of the County.

It is the ongoing responsibility of the Grantee to maintain sufficient financial resources to meet expenses incurred during the period between the provision of Services and payment by the County. Cost overruns are the sole responsibility of the Grantee.

3. Eligible Use of Grant Funds. Grant funds shall be used exclusively for a public purpose to fund the Program as set forth in the Scope of Services and including administrative costs as defined herein. Any other use of funds is strictly prohibited. Administrative costs, as defined in section 4, shall not exceed ten (10) percent of the total Agreement amount ($300,000.00). All other Grant funds shall be used to reimburse the ELC for payments made to the child care providers (i.e., the child care scholarship payments). Any and all accrued interest on the Grant funds shall be used exclusively for the Program and shall not be considered toward the total Agreement amount in terms of administrative costs.

4. Payment of Grant and Accounting for Grant Funds. Up to thirty (30) percent of the total Agreement value, ($900,000.00) will be provided as an advance payment to Grantee within sixty (60) calendar days of a written request for funding issued on company letterhead. Thereafter, remaining grant funding will be issued and/or reimbursed, as applicable, to the Grantee on a monthly basis until the maximum provisional amount payable for services rendered under this Agreement are met. Every month the County shall provide funding in the form of a reimbursement for costs incurred that month by the Grantee, as outlined in the provided monthly reports/requests for reimbursement, up to and not to exceed said maximum provision amount payable for services rendered.

The Grantee agrees that Grant funds shall be transferred to, and be administered from, a separate financial structure and shall continuously be held, tracked, and administered from such separate structure for the duration of the expenditure of the Grant funds, and in accordance with the purposes and restrictions set forth in this Agreement.

Administrative Costs: "Administrative costs" means ELC's operational costs that support the performance of the Program and the County's provision of Grant funds, but that are not directly used as child care scholarship payments. These costs include operational costs that support the performance of programmatic functions but are not directly incurred as a child care scholarship payments.

<u>Monthly Reports/Requests for Reimbursement</u>: A monthly report will be submitted by the Grantee to the County and the Trust with the invoice through a secure portal. This report will include: (1) a cover letter providing a summary of the more detailed report; and (2) a detailed report which would include, but is not limited to, the: child care provider site name, DCF license, rate tier description, funding group, child ID, first name, last name, date of birth, care level, days paid, rate, attendance amount, registration fee, and total payment.

5. Payment Recapture. Should the Program be unable to fully utilize all dollars allocated herein for the purpose described herein by September 30, 2025, the unallocated funds shall be returned to the County, and/or forfeited, as applicable.

6. Length of Agreement. This Grant Agreement shall be effective as of the date of last signature and shall expire on September 30, 2025, unless earlier terminated or extended pursuant to the terms of this Agreement. Certain provisions of this Agreement, as specified herein, shall survive the expiration of this Agreement.

7. Agreement Administration. The parties are legally bound by the requirements of this Agreement. The parties' respective grant managers, named below, will be responsible for monitoring their performance under this Agreement, and will be the official contact for their organization. Any notice(s) or other communications regarding this Agreement shall be directed to or delivered to the other party's grant manager by utilizing the information below. Any change in the contact information below should be submitted in writing to the grant manager within 10 days of the change.

For the County:
Richard Signori
Community Action and Human Services Department (CAHSD)
701 NW 1st Court, 10th Floor
Miami, Florida 33136
Phone: 786-469-4863
Email: richard.signori@miamidade.gov

For the Grantee:
Fiorella Altare Christie
Vice President of Quality Initiatives Early Learning Coalition of Miami-Dade/Monroe

2555 Ponce de Leon Blvd.; Suite 210 Coral Gables, FL 33134
Phone: 305-646-7220 ext. 2272
Email: faltare@elcmdm.org

For the Trust:
James R. Haj
President & CEO
3150 SW 3rd Avenue, 8th Floor; Miami, FL 33129
305-570-5700
jhaj@thechildrenstrust.org

8. Required Information Needed with Return of Signed Agreement. Prior to the disbursement of Grant funds, the Grantee must provide the following with the return of the signed Agreement.

- **a.** A copy of the Grantee's Florida Substitute Form W-9;
- **b.** Electronic funds transfer information; and
- **c.** Attachment A: Scope of Work

9. Marketing and Promotion. It is understood and agreed by and between the parties hereto that this Program is funded, in part, by Miami-Dade County. By the acceptance of the Grant funds, the Grantee and the Trust agree that events funded by this Agreement shall recognize and adequately reference the County as a funding source for the term of this Agreement. The Grantee and the Trust, as appropriate, shall ensure that all publicity, public relations, advertisements and signs recognize and reference the County for its support of the Program for the term of the Agreement. This is to include, but is not limited to, all posted signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions, and stationery. The use of the official County logo is permissible for the publicity purposes stated herein and must adhere to the standards established at https://www.miamidade.gov/branding/logo.asp. For the term of the Agreement, the Grantee and the Trust, as appropriate, shall submit sample or mock ups of such publicity or materials to the County for review and prior approval, which shall not be unreasonably withheld. The Grantee and the Trust, as appropriate, shall ensure that all media representatives, when inquiring about the activities funded by this Agreement, are informed that the County is a funding source for the term of the Agreement. The Grantee and the Trust, as appropriate, agree to use commercially reasonable efforts to promote the Program by periodically disseminating press releases and other public announcements throughout the County.

10. Grant Reporting Requirements.

First Program Progress Report: The Grantee shall submit to the County and the Trust a summary report on or before September 30, 2024 detailing the activity of the Program and the expenditure of the Grant funds. Such report shall include, at a minimum, the following information: the number of children assisted through the Program for each County Commission district, the total number of children assisted, and which scholarship site they attend.

Second Program Progress Report: The Grantee shall submit to the County and the Trust a secondary summary report on or before September 30, 2025 detailing the activity of the Program and the expenditure of the Grant funds. Such report shall include, at a minimum, the following information: the number of children assisted through the Program for each County Commission district, the total number of children assisted, and which scholarship site they attend.

Additional Reports: At the request of the County, the Grantee agrees to provide the County with additional reports or status updates on the progress of the Program.

11. Retention of Accounting Records. The Grantee must keep accurate and complete books and records for all receipts and expenditures arising out of or relating to the Program in conformance with reasonable general accounting standards. Notwithstanding Florida's Public Records Act, financial records, supporting documents, statistical records, and all other records including electronic storage media pertinent to the expenditure of the Grant funds shall be retained for at least a period of five (5) years after payment of the Grant. If any litigation or audit is initiated, or claim made, before the expiration of the five-year period, the records shall be retained until the litigation, audit, or claim has been resolved.

Accounting Records

Grantee shall keep accounting records that conform to generally accepted accounting principles (GAAP). In addition to any requirements for retaining records pursuant to Section 12, Public Records, all such records will be retained by Grantee for not less than five (5) years beyond the last date that all applicable terms of this Agreement have been complied with, final payment has been received and appropriate audits have been submitted to an accepted by Miami-Dade County. However, if any audit, claim, litigation, negotiation or other action involving this Grantee modification hereto has commenced before the expiration of the retention period, then the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular retention period, whichever is later.

Accounting Requirements. The Grantee, as appropriate, must maintain an accounting system that provides a complete record of the use of all Grant funds as follows:

- **a.** The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance, and expenditure of Grant funds.
- **b.** The accounting records must have effective control over and accountability for all Grant funds, property, and other assets.
- **c.** Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills, and canceled checks).

12. Florida Public Records Act. Pursuant to section 119.0701, Florida Statutes, if the Grantee meets the definition of "Contractor" as defined in section 119.0701(1)(a), Grantee shall, as it relates to the Grant funds provided herein:

a. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform its obligations under this Agreement.

b. Upon request from the County's custodian of public records identified herein, provide the County with a copy of the requested records or allow the public with access to public records on the same terms and conditions that the County 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 Agreement's term and following completion of the obligations under this Agreement if the Grantee does not transfer the records to the County.

d. Meet all requirements for retaining public records and transfer to the County, at no cost to County, all public records created, received, maintained and/or directly related to the performance of this Agreement that are in possession of the Grantee upon termination of this Agreement. Upon termination of this Agreement, the Grantee 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 County. Grantee's failure to comply with the public records disclosure requirement set forth in section 119.0701, Florida Statutes shall be a breach of this Agreement. In the event the Grantee does not comply with the public records disclosure requirements set forth in section 119.0701, Florida Statutes and this Section of this Agreement, the Grantee shall be responsible for indemnifying the County in any resulting litigation. Grantee's obligations under this Section of this Agreement shall survive the termination of this Agreement.

IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

MIAMI-DADE COUNTY
COMMUNITY ACTION AND HUMAN SERVICES DEPARTMENT
701 NW 1ST COURT, 10TH FLOOR
MIAMI, FLORIDA 33136
ATTN: MATIAS BUCHHALTER
EMAIL: MATIAS.BUCHHALTER@MIAMIDADE.GOV

13. Independent Private Sector Inspector General Reviews and Rights of Access. Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an

Independent Private Sector Inspector General ("IPSIG"), whenever the County deems it appropriate to do so. Subject to all applicable laws, upon written notice from the County, Grantee shall make available to the IPSIG retained by the County all requested records and documentation pertaining to this Agreement for inspection and reproduction. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of Grantee in connection with, and as and when provided under, this Agreement.

The County shall maintain rights of access to review and monitor all books and records of the Grantee as it relates to the Agreement.

14. Miami-Dade County Inspector General Review. According to Section 2-1076 of the Code of Miami-Dade County, Florida, as amended by Ordinance No. 99-63, the 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 audit cost shall be assumed by the County, and Grantee shall have no liability to pay the cost therefore.

- **a.** Nothing contained above shall in any way limit the powers of the Miami-Dade County Inspector General to perform audits on all County contracts, provided that neither the Miami-Dade County Inspector General nor IPSIG shall be entitled to receive, review or copy any documents that are privileged, confidential or proprietary to Grantee. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County contracts, transactions, accounts, records and programs. In addition, the Miami-Dade County Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs, all at no cost or expense to Grantee. The Miami-Dade County Inspector General is empowered to retain, at no expense or cost to Grantee, the services of an IPSIG to, subject to all Applicable Laws, audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement processes, including but not limited to project design, specifications, proposal submittals, activities of Grantee, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with the Agreement and to detect fraud and corruption.

- **b.** Subject to all Applicable Laws and the terms and conditions herein, and unless otherwise provided by the Inspector General, after ten (10) days written notice to Grantee from the Inspector General or IPSIG retained by the Inspector General, Grantee shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying, at no cost or expense to Grantee. The Inspector General and IPSIG shall have the right to inspect and, at no cost or expense to Grantee, copy all such documents and records in the Grantee's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the Agreement.

15. Liability and Indemnification.

Grantee's Indemnification of the County and The Trust

Grantee provides that it is a government entity subject to the sovereign immunity limitations and claims bill requirement in section 768.28, Florida Statutes. As such, and if section 768.28, Florida Statutes, is applicable to a cause of action filed against Grantee, Grantee's duty to indemnify and hold harmless the County and The Trust is subject to the sovereign immunity limitations and claims bill requirement contained in section 768.28, Florida Statutes. In any other causes of actions filed against Grantee, Grantee shall indemnify, defend, and hold harmless the County and The Trust and their officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which their officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature solely arising out of, relating to, or resulting from the performance of this Agreement by Grantee or its employees, agents, servants, partners, principals or subcontractors. Additionally, Grantee 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 or The Trust, where applicable, and at the discretion of the County or The Trust, including appellate proceedings, and shall pay all costs, judgments and reasonable attorneys' fees which may issue thereon.

Grantee agrees that any insurance protection required by this Agreement or otherwise provided by Grantee shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County and The Trustor their officers, employees and agents.

Neither the County, The Trust, nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, by entering into this Agreement.

Nothing contained in this Agreement shall be considered a waiver or limitation of the Grantee's, the County's, or The Trust's rights under section 768.28, Florida Statutes.

The provisions of Section 15. Liability and Indemnification shall survive the termination or expiration of this Agreement.

16. Insurance. The Grantee shall furnish to the County, 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 chapter 440, Florida Statutes.

B. Commercial General Liability Insurance in an amount not less than $300,000 per occurrence, and $600,000 in the aggregate. Miami-Dade County must be shown as an additional insured with respect to this coverage*****.

***NOTE:** For Human and Social Service organizations providing care and other services to vulnerable clients, such as children, elderly adults, and those with intellectual and developmental difficulties the above listed number three insurance requirement is to be replaced with the following:

C. Commercial General Liability Insurance in an amount not less than $300,000 per occurrence, and $600,000 in the aggregate. Policy must be endorsed to include Abuse and Molestation coverage. Miami-Dade County must be shown as an additional insured with respect to this coverage.

D. Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Work provided under this Agreement, in an amount not less than $300,000* combined single limit per occurrence for bodily injury and property damage.

***NOTE:** For Providers supplying vans or minibuses with seating capacities of fifteen (15) passengers or more, the combined single limit per occurrence for a bodily injury and property damage required for the Auto Liability is $1, 000,000.

***NOTE:** For Providers offering professional services directly to customers and regularly giving advice, Professional Liability Insurance is required as listed below.

E. Professional Liability Insurance in the name of the Provider, in an amount not less than $250,000.

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 “A-” as to management, and no less than “Class VII” 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 County 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.

The mailing address of Miami-Dade County as the certificate holder must appear on the certificate of insurance as follows:

Miami-Dade County
111 NW 1st Street, Suite 2340
Miami, Florida 33128-1974

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

17. Breach of Agreement. If the Grantee fails to fulfill its material obligations herein, improperly expends or manages Grant funds, fails to provide reports required by this Agreement, fails to prepare, preserve or surrender records required by this Grantee otherwise violates this Grantee fails to materially conform with any of the provisions of the Grantee its attachments referenced herein, the Grantee shall be in breach of this Agreement, and the County may demand the return of any or all of the Grant funds already provided, withhold subsequent payments, and/or terminate this Agreement in accordance with the provisions of Section 18 below.

If the County fails to fulfill its obligations herein or otherwise violates this Grantee fails to materially conform with any of the provisions of the Agreement, the County shall be in breach of this Agreement, and the Grantee may terminate this Agreement in accordance with the provisions of Section 18 below.

18. Termination of Agreement. In the event the Grantee or the County breach this Agreement, the non-breaching party shall provide the breaching party and The Trust a notice of such violation by letter and may, in the non-breaching party's discretion, give the breaching party fifteen (15) calendar days from the date of receipt of such letter to cure the violation. If the violation is not cured within the stated period, the non-breaching may terminate this Agreement. The notice of violation letter shall be delivered to the person identified in Section 7, personally, electronically, and/or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Agreement is terminated, the County shall have no further obligation to the Grantee under this Agreement. Additionally, any Grant funds previously advanced and not encumbered (i.e. distributed to the child care providers as part of the Program) in accordance with this Agreement shall be returned to the County, with any accumulated interest, within thirty (30) days after termination of this Agreement. Notwithstanding the return of Grant funds under this Section, the County does not waive any of its rights to pursuing any additional remedies which may be available to it under the law.

19. Preservation of Remedies. No delay or omission to exercise any right, power, or remedy accruing to any party upon breach or violation by a party under this Agreement, shall impair any such right, power or remedy of any party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.

20. Miscellaneous Provisions

A. Independent Grantee Status of Grantee. The Grantee and The Trust agree that their officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and employees of Grantee or The Trust, as appropriate, and not as officers, agents, or employees of the any other party to this Agreement.

B. Strict Compliance with Laws. The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable federal, state, and local laws and regulations, including but not limited to conducting applicable background screenings.

C. E-Verify. By entering into this Agreement, the Grantee and its Subcontractors, as applicable, are jointly and severally obligated to comply with the provisions of section 448.095, Florida Statutes, as amended, titled "Employment Eligibility." The Grantee affirms that (a) it has registered and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Grantee; (b) it has required all Subcontractors to this Agreement to register and use the E-Verify system to verify the work authorization status of all new employees of the Subcontractor; (c) it has an affidavit from all Subcontractors to this Agreement attesting that the

Subcontractor does not employ, Agreement with, or subcontract with, unauthorized aliens; and (d) it shall maintain copies of any such affidavits for duration of the Agreement.

If County has a good faith belief that Grantee has knowingly violated section 448.09(1), Florida Statutes, then County shall terminate this Agreement in accordance with section 448.095(5)(c), Florida Statutes. In the event of such termination Grantee agrees and acknowledges that it may not be awarded a public Agreement for at least one (1) year from the date of such termination and that Grantee shall be liable for any additional costs incurred by the County because of such termination.

In addition, if County has a good faith belief that a Subcontractor has knowingly violated any provisions of sections 448.09(1) or 448.095, Florida Statutes, but Grantee has otherwise complied with its requirements under those statutes, then Grantee agrees that it shall terminate its Agreement with the Subcontractor upon receipt of notice from the County of such violation by Subcontractor in accordance with section 448.095(5)(c), Florida Statutes.

Any challenge to termination under this provision must be filed in the Circuit or County Court by the County, Grantee, or subcontractor no later than twenty (20) calendar days after the date of Agreement termination. Public and private employers must enroll in the E-Verify System (http://www.uscis.gov/e-verify) and retain the I-9 Forms for inspection

D. No Discrimination. The Grantee and The Trust may not discriminate against any employee employed under this Grantee against any applicant for employment because of race, religion, gender, national origin, age, handicap or marital status.

E. Non-Assignment of Agreement. The Grantee may not assign, sublicense or otherwise transfer its rights, duties, or obligations under this Agreement.

F. Parties in Interest; Limitation on Rights of Others. The terms of this Agreement shall be binding upon, inure to the benefit of and be enforceable solely by the parties and their permitted successors and assigns, and nothing in this Agreement by virtue of the transactions contemplated hereby, whether express or implied, shall be construed to constitute, create, or confer rights, remedies, or claims in or upon any person (as third-party beneficiary or otherwise) not a party hereto, or to create obligations or responsibilities of the parties to such persons, or to permit any person other than the parties and their respective successors and assigns to rely upon or enforce the covenants, conditions, and agreements contained herein.

G. Binding of Successors. This Agreement shall bind the successors, assigns, and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Grantee.

H. Severability. If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.

I. Governing Law. This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Venue or location for any legal action arising under this Agreement will be exclusively in Miami-Dade County, Florida.

J. Expenses. Each Party shall bear its own expenses in connection with the negotiation and preparation of this Agreement, and the performance of all of its obligations under this Agreement.

K. Headings. Any heading preceding the text of the several sections of this Agreement shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Agreement. In the event of any conflict between any such heading and the text thereunder, the text shall control.

21. Entire Agreement. This Agreement and its attachments as referenced below constitute the entire agreement of the Parties with respect to the subject matter hereof and supersede all prior written and oral agreements and understandings with respect to such subject matter. Neither this Agreement nor any of the terms hereof may be amended, supplemented, waived or modified orally. All such amendments, supplements, waivers and modifications must be in writing signed by the party against which the enforcement of the amendment, supplement, waiver or modification shall be sought.

Attachments.

Attachment A:	Scope of Work
Attachment B:	Vendor Affidavits (ELC)

[Signatures on the following page.]

EARLY LEARNING COALITION OF MIAMI-DADE/MONROE

By: ______________________

Name: Evelio Torres

Title: President & CEO

Date: 3/18/2024

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, on this 18 day of March, 2024, by (name) Evelio Torres as Ceo (title) for Early Learning (name of agency) Coalition of Miami Dade Monroe. Said person is ☑ personally known or ☐ produced the following identification ______________________.

Signature: ______________________

Notary Public – State of Florida, Miami-Dade County Miami Dade

Print Name: Jacqueline Marie Dominguez

Notary Seal/Stamp:

JACQUELINE MARIE DOMINGUEZ
Notary Public - State of Florida
Commission # HH 404222
My Comm. Expires Jun 30, 2027
Bonded through National Notary Assn.

[Signatures continued on the following page.]

THE CHILDREN'S TRUST

By: ____________________________

Name: ____________________________

Title: ____________________________

Date: ____________________________

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, on this _____ day of _______________, 2024, by _____(name)_________________ as ____________(title)________ for ____________(name of agency)__________. Said person is ☐ personally known or ☐ produced the following identification ____.

Signature: ________________________
Notary Public – State of Florida, Miami-Dade County ________

Print Name: ________________________

Notary Seal/Stamp:

Approved for form and legal sufficiency:

____

[Signatures continued on the following page.]

MIAMI-DADE COUNTY

By: ______________________

Name: ______________________

Title: Mayor's Designee

Date: ______________________

Signature: JUAN FERNANDEZ BARQUIN,
Clerk of the Court and Comptroller

Board of County Commissioners

Print Name: ______________________

Notary Seal/Stamp:

Approved for form and legal sufficiency:

____

Contract #:______________
Program: ______________

ATTACHMENT A

MIAMI-DADE COUNTY OFFICE OF MANAGEMENT AND BUDGET
GRANTS COORDINATION

SECTION 1: GENERAL INFORMATION

Name of Organization:	The Early Learning Coalition of Miami-Dade/Monroe (Grantee) and The Children's Trust
Program Name:	Families Forward Child Care Scholarships
Program Funding Amount:	$3,000,000.00

SECTION 2: PROGRAM PLAN

2.1 - Program Narrative/Summary

The Children's Trust (TCT) Thrive by 5 (TB5) invests funds that support children's development from birth through age five with the goal of ensuring that all children are ready to learn when they arrive at kindergarten. TB5 Early Learning Quality Improvement System (QIS) is one of the initiatives funded within the TB5 portfolio. High-Quality Tiered Payment Incentives and the Families Forward Child Scholarships are important supports of the QIS. These two components are designed to incentivize early learning programs to achieve and maintain high quality care by addressing inherent financial challenges experienced by early learning providers in high poverty neighborhoods.

The Grantee implements and manages the Families Forward Child Care Scholarship program.

Child Scholarships are designed to provide high quality early learning services to families who apply to receive School Readiness (SR) services when they are considered to be above the Federal Poverty Level or State Median Income limits and are ineligible to receive SR services. The scholarship is also available to families whom upon yearly redetermination for the SR program no longer qualify due to the reasons stated above. The Child Scholarship is available to children 0-5 years old who enroll at one of the participating TB5 early learning programs. These early learning programs within the TB5 QIS offer high quality early learning services according to the TCT criteria based on the Classroom Assessment Scoring System.

2.2 – Client Eligibility and Demographics

a. What target population(s) will this program serve?

The Child Scholarship is available to children 0-5 years old who enroll at one of the participating TB5 early learning programs. The Program will serve eligible children who are currently on the Program waitlist as of the effective date of this Agreement.

ATTACHMENT A - SCOPE OF WORK

b. What are the eligibility standards for clients benefitting from the program?

Eligibility Requirements:

- The Child Scholarship is available to children 0-5 years old whose families earn between 150%-300% of the Federal Poverty Level.

- Children remain eligible for Child Scholarships until last day of the scholarship service period or until kindergarten admittance, whichever comes first. If a family continues to be eligible, the parent co-payment may increase each year incrementally.

- The Child Scholarship is authorized for up to two years or until a child's entry into kindergarten, whichever comes first.

- Families will be provided a courtesy notice approximately thirty (30) days prior to the end of the child scholarship authorization period. Families may re-apply for reconsideration of Child Scholarship funding by formally applying to the SR program. If they are determined to be over income for the SR program at that time, the family will receive notice and will continue to be eligible for Child Scholarships if funds are available.

The following priority factors are to be taken into consideration during the process of the utilization of the County grant funds to bring children off of the waitlist: (1) the child is at least 4 years old and would be close to aging out of the Program; and (2) the child is 3 year old and currently on the waitlist.

Second to the priority factors noted above, the priority below indicates the normative order in which families are removed from the waitlist.

1. At-risk families transitioning from School Readiness services (e.g., children experiencing homelessness, children of teen parents, children of youth transitioning from foster care, and children of youth who are victims of sexual trafficking)
2. Children with special needs or have an IEP plan
3. Siblings of children that currently have a TCT Child Scholarship
4. Infants (0-12 months)
5. Toddlers (13-24 months)
6. Pre-schoolers (25-48 months)
7. VPK / 4-year-old students

c. In what County Commission District(s) are program services provided. (Check all that apply.)

Countywide: ☒ District 1: ☐ District 2: ☐ District 3: ☐

ATTACHMENT A - SCOPE OF WORK

District 4:	☐	District 5:	☐	District 6:	☐	District 7:	☐
District 8:	☐	District 9:	☐	District 10:	☐	District 11:	☐
District 12:	☐	District 13:	☐				

d. Based on the amount of funding being provided by the County, what is the maximum capacity for the program?

At a minimum the program will serve 300 children or until funds are exhausted. 176 eligible children were removed from waitlist in February 2024 and are receiving services.

2.3 – Program Detail

a. If applicable, what are the completion requirements of the program?

N/A

b. List of Miami-Dade County Public Schools participating in the program:

Public Schools are not eligible to participate in TB5 which makes them ineligible for Families Forward Child Care Scholarships.

SECTION 3: ORGANIZATIONAL SUPPORT ACTIVITIES

3.1 - Describe how your organization will publicize availability of this program to the community

Marketing and publicity is handled by TCT.

ATTACHMENT A - SCOPE OF WORK

3.2 - How will your organization provide continuous quality control of this program, including its staff and operations?

Grantee: The Grantee requires different departments to be responsible for specific duties. Thus, ensuring there are quality controls in place. With the separation of duties specified below, a system for checks and balances is in place.

- Families that were not accepted into the SR program but are eligible for the Families Forward scholarship have their household income verified by their initial pre-screening application.

- The staff that selects the families for the Families Forward scholarship are not part of the original pre-screening team. The Call Center Supervisor completes a Quality Assurance of the phone calls made by call center staff by selecting a random sample size of families every time children are removed the from the waitlist.

- The supervisor locates the scholarship acceptance letter that was generated by the call center agent and reviews that agents outbound call to verify the date and time it was completed. In addition, our Quality Assurance team ensures compliance by reviewing our scholarship call inquiries post-selection.

- The programmatic team at ELCMDM is responsible for ensuring that the early learning programs review and sign agreements with ELCMDM in order to participate in the Scholarship program and accept families that have been approved.

- The list of eligible early learning programs is received and reviewed by TCT on an ongoing basis.

TCT: The Program was designed and developed by TCT. TCT will oversee implementation of the Program by providing eligibility and criteria and to assist in the Grantee's preparation of Program data and reports. The list of eligible early learning programs will be received and reviewed by TCT on an ongoing basis.

Miami-Dade County

VENDOR AFFIDAVITS FORM

(Uniform County Affidavits)

Internal Services Department (ISD)
Procurement Management Services Division
Vendor Services Section

111 NW 1st Street, Suite 1300, Miami, Florida 33128-1974
Telephone: 305-375-5773
www.miamidade.gov/procurement

The completion of the Vendor Affidavits Form allows vendors to comply with affidavit requirements outlined in Section 2-8.1 of the Code of Miami-Dade County. Vendors are required to have a complete Vendor Registration Package on file, including required affidavits, prior to the award of any County contract. ***It is the vendor's responsibility to keep all affidavit information up to date and accurate by submitting any updates to the ISD, Procurement Management Services Division, Vendor Services Section.***

FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN)

In order to establish a file for your firm, you must enter your firm's FEIN. This number becomes your "County Vendor Number". Please enter your Federal Employee Identification Number (FEIN) or if none, then enter the owner's Social Security Number (SSN).

☒ **FEIN** 65-1122406

NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS)

The North American Industry Classification System (NAICS) is the standard used by the federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing and publishing statistical data related to the U.S. business economy.

☐ **NAICS Code** 611710

SECTION 2: VENDOR AFFIDAVITS FORM (pages 5-8)

Early Learning Coalition of Miami-Dade/Monroe

A) Name of Entity, Individual(s), Partners or Corporation

B) Doing Business As (If same as line **A**, leave blank)

Street Address (P.O. Box Number is not permitted)	City	State (U.S.A.)	Country	Zip Code
2555 Ponce De Leon Blvd Suite 210	Coral Gables	Florida	United States	33134

1. MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT

(Sec. 2-8.1 of the Miami-Dade County Code)

Firms registered to do business with Miami-Dade County, shall require the person contracting or transacting such business with the County to disclose under oath his or her full legal name, and business address. Such contract or transaction shall also require the disclosure under oath of the full legal name and business address of all individuals having any interest (legal, equitable, beneficial or otherwise) in the contract other than subcontractors, materialmen, suppliers, laborers or lenders. Post office box addresses shall not be accepted hereunder. If the contract or business transaction is with a corporation the foregoing information shall be provided for each officer and director and each stockholder holding, directly or indirectly, five (5) percent or more of the outstanding stock in the corporation. If the contract or business transaction is with a partnership, the foregoing information shall be provided for each partner. If the contract or business transaction is with a trust, the foregoing information shall be provided for the trustee and each beneficiary of the trust. The foregoing disclosure requirements shall not apply to contracts with publicly-traded corporations, or to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof, or any municipality of this State. Use duplicate page if needed for additional names.

If no officer, director or stockholder owns (5%) or more of stock, please write "None" below.

PRINCIPALS

FULL LEGAL NAME	TITLE	ADDRESS
None		

OWNERS

FULL LEGAL NAME	TITLE	% OF OWNERSHIP	ADDRESS	GENDER: M	GENDER: F	RACE / ETHNICITY: White	Black	Hispanic	Asian/Pacific Islander	Native American/ Alaskan Native	Other

(CHECK BOXES BELOW)

If a percentage of the firm is owned by a publicly traded corporation or by another corporation, indicate below in the space "Other Corporations".

OTHER CORPORATIONS		% OF OWNERSHIP									

2. *MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT*

(County Ordinance No. 90-133, amending Section 2.8-1(d)(2) of the Miami-Dade County Code)

The following information is for compliance with all items in the aforementioned Section:

1. Does your firm have a collective bargaining agreement with its employees? Yes ______ No __X__
2. Does your firm provide paid health care benefits for its employees? Yes __X__ No ______
3. Provide a current breakdown (number of persons) in your firm's work force indicating race, national origin and gender.

	NUMBER OF EMPLOYEES		
	Males	***Females***	
White	3	16	
Black	4	68	
Hispanic	20	189	
Asian/Pacific Islander	0	1	
Native American/Alaskan Native	0	0	
Other	0	8	
Total Number of Employees	27	282	309
			Total Employees

3. *MIAMI-DADE COUNTY EMPLOYMENT DRUG-FREE WORKPLACE CERTIFICATION*

(Section 2-8.1.2(b) of the Miami- Dade County Code)

All persons and entities that contract with Miami-Dade County are required to certify that they will maintain a drug-free workplace and such persons and entities are required to provide notice to employees and to impose sanctions for drug violations occurring in the workplace.

In compliance with Ordinance No. 92-15 of the Code of Miami-Dade County, the above named firm is providing a drug-free workplace. A written statement to each employee shall inform the employee about:

1. Danger of drug abuse in the workplace
2. The firms' policy of maintaining a drug-free environment at all workplaces
3. Availability of drug counseling, rehabilitation and employee assistance programs
4. Penalties that may be imposed upon employees for drug abuse violations

The firm shall also require an employee to sign a statement, as a condition of employment that the employee will abide by the terms of the drug-free workplace policy and notify the employer of any criminal drug conviction occurring no later than five (5) days after receiving notice of such conviction and impose appropriate personnel action against the employee up to and including termination. Firms may also comply with the County's Drug Free Workplace Certification where a person or entity is required to have a drug-free workplace policy by another local, state or federal agency, or maintains such a policy of its own accord and such policy meets the intent of this ordinance.

4. *MIAMI-DADE COUNTY DISABILITY AND NONDISCRIMINATION AFFIDAVIT*

(Article 1, Section 2-8.1.5 Resolution R182-00 Amending R-385-95 of the Miami-Dade County Code)

Firms transacting business with Miami-Dade County shall provide an affidavit indicating compliance with all requirements of the Americans with Disabilities Act (A.D.A.).

I, state that this firm, is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor shall comply with all applicable requirements of the laws including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (A.D.A.), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. Sections 225 and 611 including Titles I, II, III, IV and V.
The Rehabilitation Act of 1973, 29 U.S.C. Section 794
The Federal Transit Act, as amended, 49 U.S.C. Section 1612
The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

I, hereby affirm that I am in compliance with the below sections:
Section 2-10.4(4)(a) of the Code of Miami-Dade County (Ordinance No. 82-37), which requires that all properly licensed architectural, engineering, landscape architectural, and land surveyors have an affirmative action plan on file.

Section 2-8.1.5 of the Code of Miami-Dade County, which requires that firms that have annual gross revenues in excess of five (5) million dollars have an affirmative action plan and procurement policy on file. Firms that have a Board of Directors that are representative of the population make-up of the nation may be exempt.

5. *MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT*

(Section 10.38 of the Miami-Dade County Code)

Firms wishing to do business with Miami-Dade County must certify that its contractors, subcontractors, officers, principals, stockholders, or affiliates are not debarred by the County before submitting a bid.

I, confirm that none of this firms agents, officers, principals, stockholders, subcontractors or their affiliates are debarred by Miami-Dade County.

6. *MIAMI-DADE COUNTY VENDOR OBLIGATION TO COUNTY AFFIDAVIT*

(Section 2-8.1 of the Miami-Dade County Code)

Firms wishing to transact business with Miami-Dade County must certify that all delinquent and currently due fees, taxes and parking tickets have been paid and no individual or entity in arrears in any payment under a contract, promissory note or other document with the County shall be allowed to receive any new business.

I, confirm that all delinquent and currently due fees or taxes including, but not limited to, real and personal property taxes, convention and tourist development taxes, utility taxes, and Local Business Tax Receipt collected in the normal course by the Miami-Dade County Tax Collector and County issued parking tickets for vehicles registered in the name of the above firm, have been paid.

7. *MIAMI-DADE COUNTY CODE OF BUSINESS ETHICS AFFIDAVIT*

(Article 1, Section 2-8.1(i) and 2-11(b)(1) of the Miami-Dade County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code)

Firms wishing to transact business with Miami-Dade County must certify that it has adopted a Code that complies with the requirements of Section 2-8.1 of the County Code. The Code of Business Ethics shall apply to all business that the contractor does with the County and shall, at a minimum; require the contractor to comply with all applicable governmental rules and regulations.

I confirm that this firm has adopted a Code of business ethics which complies with the requirements of Sections 2-8.1 of the County Code, and that such code of business ethics shall apply to all business that this firm does with the County and shall, at a minimum, require the contractor to comply with all applicable governmental rules and regulations.

8. *MIAMI-DADE COUNTY FAMILY LEAVE AFFIDAVIT*

(Article V of Chapter 11, of the Miami-Dade County Code)

Firms contracting business with Miami-Dade County, which have more than fifty (50) employees for each working day during each of twenty (20) or more work weeks in the current or preceding calendar year, are required to certify that they provide family leave to their employees.

Firms with less than the number of employees indicated above are exempt from this requirement, but must indicate by letter (signed by an authorized agent) that it does not have the minimum number of employees required by the County Code.

I confirm that if applicable, this firm complies with Article V of Chapter 11 of the County Code, which requires that firms contracting business with Miami-Dade County which have more than fifty (50) employees for each working day during each of twenty (20) or more work weeks in the current or preceding calendar year are required to certify that they provide family leave to their employees.

9. *MIAMI-DADE COUNTY LIVING WAGE AFFIDAVIT*

(Section 2-8.9 of the Miami-Dade County Code)

All applicable contractors entering into a contract with the County shall agree to pay the prevailing living wage required by this section of the County Code.

I confirm that if applicable, this firm complies with Section 2-8.9 of the County Code, which requires that all applicable employers entering a contract with Miami-Dade County shall pay the prevailing living wage required by the section of the County Code.

10. *MIAMI-DADE COUNTY DOMESTIC LEAVE AND REPORTING AFFIDAVIT*

(Article 8, Section 11A-60 - 11A-67 of the Miami-Dade County Code)

Firms wishing to transact business with Miami-Dade County must certify that it is in compliance with the Domestic Leave Ordinance.

I confirm that if applicable, this firm complies with the Domestic Leave Ordinance. This ordinance applies to employers that have, in the regular course of business, fifty (50) or more employees working in Miami-Dade County for each working day during the current or preceding calendar year.

AFFIRMATION

I, being duly sworn, do attest under penalty of perjury that the entity is in compliance with all requirements outlined in these Miami-Dade County Vendor Affidavits.

I also attest that I will comply with and keep current all statements sworn to in the above affidavits and registration application. I will notify the Miami-Dade County, Vendor Services Section immediately if any of the statements attested hereto are no longer valid.

(Signature of Affiant)   3/14/24 (Date)

Evelio Torres   CEO
Printed Name of Affiant and Title

NOTARY PUBLIC INFORMATION

Notary Public – State of: Florida (State)   Miami-Dade (County of)

SUBSCRIBED AND SWORN TO (or affirmed) before me this 14 day of March 20 24.

by Evelio Torres   He or she is personally known to me ☑   Or has produced identification ☐

Type of Identification Produced ______

Signature of Notary Public   Commission # HH 404222 (Serial Number)

Jacqueline Dominguez
Print or Stamp of Notary Public   June 30 2027
Expiration Date   Notary Public Seal (When applicable)

JACQUELINE MARIE DOMINGUEZ
Notary Public - State of Florida
Commission # HH 404222
My Comm. Expires Jun 30, 2027
Bonded through National Notary Assn.