

RESOLUTION No. 2007-133-640

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN MEMORANDUM OF UNDERSTANDING (MOU) WITH THE MIAMI-DADE COUNTY CHILD AND YOUTH SAFETY INITIATIVE; TO IMPLEMENT A LITERATURE AND MULTI-MEDIA CAMPAIGN TARGETING TRAINING, ENHANCED LAW ENFORCEMENT, CHILD SAFETY AND BOOSTER SEAT DISTRIBUTIONS THROUGHOUT MIAMI-DADE COUNTY, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Miami-Dade County, through its Child and Youth Safety Initiative ("Community Partnership"), has received funding to implement a literature and multi-media campaign targeted at child safety throughout Miami-Dade County, and

WHEREAS, the Community Partnership is seeking the participation of various community partners to assist with the educational initiative, and

WHEREAS, the City of Miami Gardens Police Department has been selected as one of the Community Partners, and

WHEREAS, in accordance with the attached Memorandum of Understanding (MOU), the City of Miami Gardens will provide six (6) community inspections to ensure that booster seats and child safety seats are installed correctly, and in addition will distribute seventy-five (75) child safety/booster seats for low income residents of the City of Miami Gardens, and

WHEREAS, in accordance with the MOU, the City of Miami Gardens will be reimbursed up to \$16,524.00 for all labor costs associated with the initiative, and

WHEREAS, the City Council would like to authorize the City Manager to execute the MOU with Miami-Dade County for this purpose,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, as follows:

Section 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. AUTHORITY: The City Manager and City Clerk are hereby authorized and directed to execute and attest, respectively, that certain Memorandum of Understanding with the Miami-Dade County Child and Youth Safety Initiative Community Partnership to implement a literature and multi-media campaign targeting training, enhanced law enforcement, child safety and booster seat distributions throughout Miami-Dade County, a copy of which is attached hereto as **Exhibit A**.

Section 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby authorized to obtain three (3) fully executed copies of the subject Agreement, with one to be maintained by the City; with one to be delivered to Miami-Dade County, and with one to be directed to the Office of City Attorney.

Section 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON SEPTEMBER 12, 2007.

ATTEST:



RONETTA TAYLOR, GMC, CITY CLERK



SHIRLEY GIBSON, MAYOR

Prepared by SONJA KNIGHTON DICKENS, ESQ.
City Attorney

Resolution No. 2007-133-640

SPONSORED BY: DANNY CREW, CITY MANAGER

MOVED BY: Councilwoman Pritchett

SECONDED BY: Councilman Braynon

VOTE: 7-0

Mayor Shirley Gibson	<u> x </u> (Yes)	<u> </u> (No)
Vice Mayor Barbara Watson	<u> x </u> (Yes)	<u> </u> (No)
Councilman Melvin L. Bratton	<u> x </u> (Yes)	<u> </u> (No)
Councilman Oscar Braynon, II	<u> x </u> (Yes)	<u> </u> (No)
Councilman Aaron Campbell	<u> x </u> (Yes)	<u> </u> (No)
Councilwoman Sharon Pritchett	<u> x </u> (Yes)	<u> </u> (No)
Councilman André Williams	<u> x </u> (Yes)	<u> </u> (No)

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City of Miami Gardens

1515-200 NW 167th Street
Miami Gardens, Florida 33169



Mayor Shirley Gibson
Vice Mayor Oscar Braynon II
Councilman Melvin L. Bratton
Councilman Aaron Campbell Jr.
Councilwoman Sharon Pritchett
Councilwoman Barbara Watson
Councilman André Williams

Agenda Cover Page

Date: September 12, 2007

Fiscal Impact: No Yes

(If yes, explain in Staff Summary)

Funding Source: **Grant**

Contract/P.O. Requirement: Yes No

Sponsor Name:

Dr. Danny O. Crew, City Manager

Public hearing

Ordinance

1st Reading

Advertising requirement:

RFP/RFQ/Bid # _____

Quasi-Judicial

Resolution

2nd Reading

Yes No

Title

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN MEMORANDUM OF UNDERSTANDING (MOU) WITH THE MIAMI-DADE COUNTY CHILD AND YOUTH SAFETY INITIATIVE; TO IMPLEMENT A LITERATURE AND MULTI-MEDIA CAMPAIGN TARGETING TRAINING, ENHANCED LAW ENFORCEMENT, CHILD SAFETY AND BOOSTER SEAT DISTRIBUTIONS THROUGHOUT MIAMI-DADE COUNTY, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Staff Summary

The County and thirteen Community Partners, including the City of Miami Gardens' Police Department, will implement a literature and multi-media campaign, targeting training, enhanced law enforcement, and child safety and booster seat distributions. This campaign is designed to reduce injuries and deaths of infants and children.

This campaign will; target a multicultural audience of children, families, foster parents, and caregivers countywide, comprising English, Creole and Spanish speaking populations. Throughout Miami-Dade County this initiative will serve approximately 32,340 children by providing booster seat and safety information; provide training to 130 traffic and street officers on Florida Safety Belt Law enforcement; provide booster and safety seat education and enhanced law enforcement to 15,660 families; and donate care safety and booster seats to 1,500 families.

The specific benefits realized by the City of Miami Gardens will be the convening of six (6) community inspections for booster seats and car safety seat installation and location placement, along with the distribution of seventy-five (75) child safety/booster seats for low income residents of our City. This program will reimburse the CMG up to \$16,524 in manpower costs associated with these events.

**J-8) CONSENT AGENDA
MIAMI-DADE COUNTY CHILD
& YOUTH SAFETY INITIATIVE**

RECOMMENDATION: It is recommended that the Council approve the attached resolution authorizing the City Manager to enter into this Memorandum of Understanding for the Miami-Dade County Child and Youth Safety Initiative Community Partnership.

**MEMORANDUM OF UNDERSTANDING FOR THE
MIAMI-DADE COUNTY CHILD AND YOUTH SAFETY INITIATIVE
COMMUNITY PARTNERSHIP
FOR THE CHILDREN'S TRUST NOFA #2007-11
CHILD HEALTH, DEPENDENCY/DELINQUENCY, AND OOS FOOD/NUTRITION**

THIS Memorandum of Understanding (the "MOU") is entered into on the 25 day of July, 2007, by and between **MIAMI-DADE COUNTY**, a government entity, whose address is 111 N.W. 1st Street, Miami, Florida 33128, (hereinafter the County); **MIAMI-DADE COUNTY PUBLIC SCHOOLS POLICE DEPARTMENT**, whose address is 6100 NW 2 Avenue, Miami, Florida 33127, (hereinafter MDCPS); **FAMILY RESOURCE CENTER OF SOUTH FLORIDA**, a 501 (c)(3) nonprofit organization, whose address is 155 South Miami Avenue, Miami, Florida, (hereinafter FRC); **FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES**, a State of Florida department, whose address is 401 NW 2 Ave, Miami, Florida, (hereinafter DCF); **OUR KIDS OF MIAMI-DADE/MONROE**, a 501 (c)(3) nonprofit organization, whose address is 401 NW 2 Ave, Miami, Florida xxxxx, (hereinafter Our Kids); **LINDA RAY INTERVENTION CENTER**, a 501 (c)(3) nonprofit organization, whose address is 750 SW 15 Street, Miami, Florida 33136, (hereinafter LRIC); **EARLY LEARNING COALITION OF MIAMI-DADE/MONROE**, a 501 (c)(3) nonprofit organization, whose address is 2555 Ponce De Leon Ave, Miami, Florida 33129, (hereinafter ELC); **BOYS & GIRLS CLUBS OF MIAMI-DADE**, a 501 (c)(3) nonprofit organization, whose address is 9475 N. Kendall Dr. Miami, Florida 33176, (hereinafter BGC); **CHILDREN'S HOME SOCIETY OF FLORIDA**, a 501 (c)(3) nonprofit organization, whose address is 800 NW 15 Street, Miami, Florida 33136, (hereinafter CHS); **CENTER FOR FAMILY CHILD ENRICHMENT**, a 501 (c)(3) nonprofit organization, whose address is 1825 NW 167 St. Miami, Florida 33056, (hereinafter CFCE); **AMIGOS FOR KIDS**, a 501 (c)(3) nonprofit organization, whose address is 801 SW 3 Ave, Miami, Florida 33130, (hereinafter AFK); **CITY OF HOMESTEAD POLICE DEPARTMENT**, a municipal police department, whose address is 790 N. Homestead Blvd. Miami, Florida 33030, (hereinafter HPD); **CITY OF MIAMI GARDENS POLICE DEPARTMENT**, a municipal police department, whose address is 1515 NW 167 St. Miami, Florida 33169, (hereinafter MGPD); and **TOWN OF CUTLER BAY POLICE DEPARTMENT**, a municipal police department, whose address is 10720 Caribbean Blvd. Miami, Florida 33189, (hereinafter CBPD); and collectively known as the *Child and Youth Safety Initiative Community Partnership* (hereinafter the "Community Partnership").

RECITALS

WHEREAS; the Community Partnership has come together to make an application to The Children's Trust, to implement a literature and multi-media campaign, targeted training, enhanced law enforcement, and child safety and booster seat distributions designed to reduce injuries and deaths in Miami-Dade County; and

WHEREAS, Community Partnership, as referenced in this Agreement and as defined by the Children's Trust, is the collaboration of many organizations that provide an array of specific targeted services with the goal of achieving acceptable outcomes; and

WHEREAS, Resolution number R-614-07, authorizing the County Mayor or his designee to receive and expend approximately \$492,150 in grant funds from The Children's Trust for the creation and implementation of the Miami-Dade Child and Youth Safety Initiative Community Partnership; authorizing the County Mayor or his designee to execute, amend and extend such contracts and agreements required; and to apply for, receive, and expend additional future funds should they become available under this program for this purpose; and

WHEREAS, Miami-Dade County's Office of the Child Advocate will serve as the lead organization; and

WHEREAS, the County, Miami-Dade County Public Schools, Family Resource Center; Florida Department of Children and Families, Our Kids of Miami-Dade/Monroe, Linda Ray Intervention Center; Early Learning Coalition of Miami-Dade/Monroe, Boys & Girls Clubs of Miami-Dade, Children's Home Society of Florida, Center for Family Child Enrichment; Amigos for Kids, City of Homestead Police Department; City of Miami Gardens Police Department; and Town of Cutler Bay Police Department have agreed to enter into a public-private partnership and implement the *Child and Youth Safety Initiative Community Partnership* in Miami-Dade County as outlined in the application for funding and incorporated herein by reference; to provide literature and multi-media campaign, targeted training, enhanced law enforcement, and child safety and booster seat distributions designed to reduce injuries and deaths in Miami-Dade County; and

WHEREAS, the proposal prepared and approved by the Community Partnership was submitted to The Children's Trust on March 30, 2007, and approved for funding in July 2007; and

WHEREAS, the County and thirteen Community Partners will implement a literature and multi-media campaign, targeted training, enhanced law enforcement, and child safety and booster seat distributions designed to reduce injuries and deaths; target a multicultural audience of children, youth, families, foster parents, and caregivers countywide, comprising English, Creole and Spanish speaking populations; serve approximately 32,340 children and youth by providing booster seat and safety information; provide training to 130 Traffic and Street Officers on Florida Safety Belt Law enforcement; provide booster and safety seat education and enhanced law enforcement to 15,660 families; and donate car safety and booster seats to 1,500 families; and

WHEREAS, this proposed Community Partnership is also contingent upon ratification, consent and approval by the County Manager of Miami-Dade County, and the Chief Executive Officers and or their designees duly authorized to execute this agreement for Miami-Dade County Public Schools; Family Resource Center; Florida Department of Children and Families; Our Kids of Miami-Dade/Monroe; Linda Ray Intervention Center; Early Learning Coalition of Miami-Dade/Monroe; Boys & Girls Clubs of Miami-Dade; Children's Home Society of Florida; Center for Family Child Enrichment; Amigos for Kids; Safe Kids Miami Dade; City of Homestead Police Department; City of Miami Gardens Police Department; and Town of Cutler Bay Police Department;

NOW, THEREFORE, in consideration of the Premises, and of the mutual covenants, attachments, and agreements set forth below, the following collaborative histories, commitments and services are inclusive of this Memorandum of Understanding and provide the framework for the services to be provided through this collaborative partnership initiative; the Community Partners agree as follows:

SECTION I - History of Collaborations, Commitments and Services

History of Collaborative Relationships

1.1 The Community Partners to this agreement have a long-standing history of collaboration and partnerships with local governments, non-profit and private organizations and other entities to provide services to children, youth and families, including planning, outreach, advocacy, counseling, evidenced-based services, screening and assessment, training, support, research, and technical assistance in Miami-Dade County.

Miami-Dade County Office of the Child Advocate

1.2 Miami-Dade County's Mission: Delivering excellent public services that address community needs and enhance the quality of life, serves as the focal point for all services to the county's 2,253,149 residents. The Child Advocate is an integral part of Community Partnership promoting solutions to children's issues. The Child Advocate represents the Mayor and the County Manager on the Children's Trust, the Juvenile Justice Board, the Community Based Alliance and many other boards.

Miami-Dade County's Child Advocate will participate in an ongoing assessment of the services provided by the community partners and provide technical assistance to the partners in the delivery of services to the target population. The Office will manage the programmatic and fiscal operations of the project in accordance with the requirements of the grant agreement.

Miami-Dade Police Department (MDPD)

1.3 MDPD is the County's law enforcement agency, and as such, provides statutory policing countywide, and supports the 35 municipal police departments in Miami-Dade County. The Department has a long standing history of support and involvement with community and faith-based organizations, and entities promoting safety initiatives for children, youth and families.

Over the years, the MDPD has served as a collaborative partner in support, advisory, leadership, consultative, and advocacy roles, on numerous County and community boards, committees and task forces. Some include the Miami-Dade County Domestic Violence Coordinating Council, Miami-Dade County Domestic Violence Oversight Board (DVOB), Miami-Dade County Youth Crime Task Force, Miami-Dade County Alliance for Human Services (AHS), and Miami-Dade County Alliance Against Domestic Violence.

MDPD's Training Bureau will serve as the venue for Law Enforcement Training to 130 Traffic and Street Officers, from 35 municipalities comprising Miami-Dade County. The training will focus on "primary" enforcement of seat belt laws for teens, and "secondary" enforcement of seat belt laws for adults; and infant safety seat, booster seat, and safety belt inspections. MDPD and the 35 Police Municipalities will serve 12,000 families through a countywide program of outreach, education, inspection, and enforcement.

Miami-Dade County Public Schools (MDCPS)

1.4 MDCPS partners with community organizations and agencies in support of its many school-based programs and services. The School Operations/Special Programs Division will coordinate the delivery of a literature and a multi-media campaign to 10,000 school-age youth who attend 197 elementary schools, and 9 K-8 (Kindergarten through 8th grade) schools countywide. The campaign will emphasize the importance of seat belt use by students, ages 3 to 12. MDCPS will employ a dual approach to the project by providing information and education in the classroom, and support materials and literature to Parent Teacher Associations, and other school-based parent and community groups.

Family Resource Center of South Florida (FRC)

1.5 FRC partners with service and advocacy organizations to promote healthy families. FRC will provide education and instruction to families via in-home visitations to 500 families and 300 teens regarding the importance and proper installation of child booster and safety seats. FRC will also provide booster and safety seats to 120 infants, children and youth countywide. The program will target English, Spanish and Creole speaking families and youth.

Florida Department of Children and Families (DCF)

1.6 As a State of Florida Department, DCF has partnered with cities and counties to impact the quality and delivery of services to children, youth and families statewide. DCF will implement a literature campaign designed to reach 1,000 children and parents through its 14 Service Centers and licensed daycare centers countywide. DCF will strategically place project posters in each of its 14 Service Centers. Child/youth vehicle safety discussions and literature distribution will be added to Foster Parent Orientation sessions.

Our Kids of Miami-Dade/Monroe

1.7 Our Kids partners with community and service organizations on behalf of children, youth and foster parents in Miami-Dade County. Our Kids will provide outreach and education to foster parents on the importance and correct installation of child booster and safety seats, distribute safety and booster seats to needy families and provide training in their use by certified trainers. Through targeted outreach campaigns, the Our Kids' activities will reach 4,000 children and 1,300 foster families countywide.

Linda Ray Intervention Center

1.8 The Linda Ray Intervention Center partners with service organizations and agencies, child care agencies and health organizations to provide intervention services to children, their parents and their caregivers. The Center, located within the University of Miami's Department of Psychology, will provide outreach and education to a population of high-risk families with babies and toddlers with special needs. Education information will be provided on the importance of car seat safety and at home safety measures. Sixty (60) families from the Overtown and Little Havana community will participate in the project.

Early Learning Coalition of Miami-Dade/Monroe

1.9 The Coalition is a major provider of a network of funding support and services to organizations and agencies that serve children, youth and families in Miami-Dade and Monroe County. The Coalition will distribute material to childcare center providers for distribution to 1,200 children and their parents countywide. The Coalition will convene meetings at centers for formal presentations on the topic of child safety and the use of vehicle safety seats and booster seats; provide information to parents and child care centers via electronic mail and facsimiles; and share important project updates in its Newsletter for distribution to child care providers and families. The Coalition will inform providers of the Certified Training available through the project so that providers may be trained, to in turn, train parents, guardians and caregivers on the proper use and installation of safety and booster seats.

Boys & Girls Clubs of Miami-Dade

1.10 Boys & Girls Clubs of Miami-Dade partner with schools, community and service organizations to provide quality recreational opportunities for children and youth in Miami-Dade County. Through its six countywide clubs, the organization will distributed project literature and provide educational information on the importance and use of car safety seats and seat belts to a multicultural population of 13,000 children and youth countywide. Clubs will display posters and

MOU

MIAMI-DADE COUNTY CHILD AND YOUTH SAFETY INITIATIVE
COMMUNITY PARTNERSHIP

distribute project literature to parents, caregivers, and foster parents. The Clubs will target children, youth and teens ages 6 to 17.

Children's Home Society of Florida (CHS)

1.11 CHS partners with agencies and organizations to improve the quality of life for children, youth and families in Miami-Dade County. CHS will work with children and families in central and south Miami-Dade County, and provide outreach and information designed to educate the public regarding the correct installation of child booster seats, the importance of car seat belt usage and Florida Safety Belt laws. The Society will target children, youth and teens ages 4 to 17, and their parents. Targeted activities will be scheduled in childcare centers, churches, schools, clinics, and other community locations.

Center for Family and Child Enrichment

1.12 The Center for Family and Child Enrichment partners with service organizations and community groups to enhance the quality of life for children, youth and families in Miami-Dade County. The Center will serve 500 families, 450 children and youth, and 250 caregivers in central and north Miami-Dade County. The Center will provide outreach and education on the importance and proper installation of child booster and car seats, develop an information campaign designed to educate teens on the importance of seat belt use and provide information to parent and caregivers on Florida's Safety Belt laws and requirements.

Amigos for Kids

1.13 Amigos for Kids partners with Hispanic and community service organizations to provide cultural enrichment and programming for children and families in Miami-Dade County. Amigos will distribute educational literature to Hispanic children and youth on child safety seats and seat belt laws during 12 community events held countywide, which will reach 3,000 youth 6 to 13 years of age.

City of Homestead Police Department

1.14 The City of Homestead Police Department has partnered with community and faith-based organizations in support of child, youth and family safety initiatives. The Department will convene six (6) community inspections for booster seats and car safety seat installation and location placement. Seat belt and child restraint educational information will be distributed, and safety and booster seats will be distributed to low-income families.

Town of Cutler Bay Police Department

1.15 The Town of Cutler Bay Police Department has partnered with community and faith-based organizations in support of child, youth and family safety initiatives. The Department will convene six (6) community inspections for booster seats and car safety seat installation and location placement. Seat belt and child restraint educational information will be distributed, and safety and booster seats will be distributed to low-income families.

City of Miami Gardens Police Department

1.16 The City of Miami Gardens Police Department has partnered with community and faith-based organizations in support of child, youth and family safety initiatives. The Department will convene six (6) community inspections for booster seats and car safety seat installation and location placement. Seat belt and child restraint educational information will be distributed, and safety and booster seats will be distributed to low-income families.

SECTION II - Term of the MOU

2.1 The term of this MOU shall commence on August 1, 2007 and continue until June 30, 2008 unless terminated pursuant to Section VI below. This Agreement is subject to two (2) one (1) – year options to renew, by written agreement between the Community Partners, contingent upon future funding by The Children’s Trust.

2.2 The Community Partners agree that time is of the essence in the performance of each and every obligation under this MOU.

SECTION III - Project Management and Notice

3.1 The Project Manager for the County is Imran Ali, Child Advocate for Miami-Dade County. The Project Coordinator is Gayane Stepanian, Executive Director of Jackson Health Systems (JHS) – Injury Free Coalition for Kids. The Community Partners shall direct all matters arising in connection with the performance of this MOU, other than notices, to the attention of the Project Manager for attempted resolution or action. The Project Manager shall be responsible for overall coordination and oversight relating to the performance of this MOU.

3.2 All notices, demands, or other communications to the County under this MOU shall be in writing and shall be deemed received if sent by certified mail to:

Miami-Dade County
Office of the Child Advocate
United Way Center for Excellence
3250 SW 3 Avenue
Miami, Florida 33129
Attn: Imran Ali, Child Advocate & Project Manager

SECTION IV - Indemnification

4.1 Subject to the sovereign immunity provisions and liability limitations of Florida Statutes Section 768.28, the County assumes any and all risks of personal injury, bodily injury and property damage attributable to the negligent acts or omissions of the County and the officers, employees, servants, and agents thereof. The County warrants and represents that it is self-funded for liability insurance, or has liability insurance, both public and property, with such protection being applicable to the County officers, employees, servants and agents while acting within the scope of their employment with the County.

4.2 The Community Partners shall indemnify and hold harmless the County and their officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County and their respective officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this MOU by the remaining Community Partners, or its employees, agents, servants, partners, principals or subcontractors.

4.3 The Community Partners further agree that nothing contained herein shall be construed to interpret as (1) denying to any party any remedy or defense available to such party under the laws

of the State of Florida; (2) the consent of the United States or its agents and agencies to be sued; (3) the consent of the State of Florida or its agents and agencies to be sued; or (4) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

SECTION V - Insurance

The Community Partners hereto acknowledge that the County is a self-insured governmental entity subject to the limitations of Section 768.28, Florida Statutes. The County shall maintain a fiscally sound and prudent risk management program with regard to their obligations under this MOU in accordance with the provisions of Section 768.28, Florida Statutes. It is with an understanding that each community partner will assume their own insurance risks as required by the Children's Trust and Miami-Dade County.

SECTION VI- Termination/Remedies

6.1 If any Community Partner fails to fulfill its obligations under this MOU in a timely and proper manner, the Project Manager shall have the right to terminate their participation under this MOU by giving written notice of any deficiency. The Partner in default shall then have thirty (30) calendar days from receipt of notice to correct the deficiency. If the defaulting Partner fails to correct the deficiency within this time, this MOU shall terminate at the expiration of the thirty (30) day time period.

6.2 Any Partner may terminate their involvement in the MOU at any time for convenience upon ninety (90) calendar days prior written notice to the other Community Partners. Any such termination shall be effected by delivery to the other of a Notice of Termination specifying the extent to which performance of work under the MOU is terminated, and the date upon which such termination becomes effective.

6.3 This MOU has no third-party beneficiaries (intended or incidental), who may enforce obligations of any party should the MOU be terminated.

SECTION VII - Records Retention/Ownership

The County shall maintain records and each Community Partner shall have inspection and audit rights as follows:

7.1. Maintenance of Records: All Community Partners shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this MOU including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of five (5) years from the expiration or termination date of this MOU.

7.2. Examination of Records: All Community Partners or their designated agents shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this MOU. Such examination may be only within five (5) years from the expiration or termination of this MOU and upon reasonable notice, time and place.

7.3. Extended Availability of Records for Legal Disputes: In the event that any party should become involved in a legal dispute with a third party arising from performance under this MOU, the other

Community Partners shall extend the period of maintenance for all records relating to this MOU until the final disposition of the legal dispute, and all such records shall be made readily available.

7.4. Exemption: Any and all information not subject to disclosure under federal law, including but not limited to any and all criminal intelligence any and all criminal investigative information, any and all law enforcement relation information obtained, retained or created by the USAO is exempt from the requirements of this Article and is outside the scope of this MOU.

SECTION VIII - Standards of Compliance

8.1 The County, the Community Partners, their respective employees, subcontractors, partners or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this MOU to which their activities are subject.

8.2 The County and the Community Partners shall allow public access to all project documents and materials it maintains in accordance with the provisions of Chapter 119, Florida Statutes. Should the County assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the County.

8.3 The County and all Community Partners assure that no person shall be excluded on the grounds of race, color, creed, national origin, disability, age, sex, marital status, or sexual preference, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under this MOU. All Community Partners shall take all measures necessary to effectuate these assurances.

SECTION IX - Relationship between the Community Partners

The County and the Community Partners are independent contractors. No party is an employee or agent of any other party. Nothing in this MOU shall be interpreted to establish any relationship other than that of independent contractors, between the County and the Community Partners, or between their respective employees, agents, subcontractors, partners, or assigns, during or after the performance of this MOU.

SECTION X - Staff Qualifications

Community Partners represent that all persons delivering the services required by this Project have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services (Contract Attachment A) and to provide and perform such Services to The Children Trust's satisfaction.

SECTION XI - Best Practices

Community Partners shall perform its duties, obligations, and services under this MOU in a skillful and respectful manner. The quality of Partner's performance and all interim and final product(s) provided to or on behalf of The Children's Trust grant shall be comparable to local, state and national best practice standards.

SECTION XII - Monitoring

12.1 Community Partners agree to permit The Children's Trust personnel or contracted agents to perform random scheduled and/or unscheduled monitoring, reviews and evaluations of the project which is the subject of this Contract using The Trust approved monitoring tools. The Trust shall monitor both fiscal/administrative and programmatic compliance with all the terms and conditions of the Contract.

12.2 Community Partners shall permit The Trust to conduct site visits, client interviews, client assessment surveys, fiscal/administrative review and other techniques deemed reasonably necessary in The Trust's sole discretion to fulfill the monitoring function.

12.3 A report of The Trust's findings will be delivered to The Project Manager for the County and the County will rectify all deficiencies cited within the period of time specified in the report.

SECTION XIII - Client Records

13.1 Community Partners shall maintain a separate file for each child/family served. This file shall include all pertinent information regarding program enrollment and participation. At a minimum, the file will contain enrollment information (including parent registration consents and child demographics), service plans, outcome measures (as set forth in Attachment A), and notes documenting referrals, special needs, or incident reports.

13.2 These files shall be subject to the audit and inspection requirements under the Contract with The Children's Trust. All such records will be retained by the Partner for not less than five (5) calendar years after the participant is no longer enrolled. Community Partners agree to comply with all applicable state and federal laws on privacy and confidentiality.

SECTION XIV - Project Reporting

14.1 Community Partners agree to provide "Outcomes Measurement and Results Reports" (Excel spreadsheet reports customized for each program/provider, based on current contract Scope of Service)—due monthly by the 15th of each month for the previous month. Reports will be provided to the Project Coordinator by the 12th of each month for submittal to The Children's Trust as stipulated by Contract reference above.

14.2 Community Partners agree to provide "Quarterly Program Narrative Report" (using standard Word document format provided by The Trust) with the goal of capturing a brief report of successes, challenges and supports needed—due quarterly by the 15th of the month following the end of the quarter. Reports will be provided to the Project Coordinator by the 12th of each month for submittal to The Children's Trust as stipulated by the Children's Trust Contract and applicable attachments referenced above.

SECTION XV - Project Budget and Reimbursement

15.1 The approved project budget for the Miami-Dade County *Child and Youth Safety Initiative Community Partnership* is incorporated into this MOU by reference, and is attached as part of this Community Partnership agreement. Project grant funds from the grant awarded by The Children's Trust, including indirect cost, total \$192,044.66.

15.2 Funds advanced and/or reimbursed for services associated with this project will be administered in accordance with the approved attached project budget (Final Budget), consistent

with the attached Contract document executed between Miami-Dade County and The Children's Trust.

15.3 The Project Manager, at his discretion after consulting with the community partners of this MOU, may change, amend, revise, increase, or reduce the proposed budget allocation to Community Partners, as necessary for the successful implementation and/or completion of the project.

15.4 The Project Manager will receive, and at his discretion, approve and process all invoices, requests for payment, and related documents submitted by Community Partners, through the County's Finance Department.

15.5 All payment requests from Community Partners, vendors, consultants, and suppliers, to be approved by the Project Manager, must include all necessary and appropriate supporting documentation (contracts, time sheets, receipts, invoices, etc.), with appropriate signature(s), as the basis for approval by the Project Manger and payment by the County's Finance Department.

SECTION XVI - General Provisions

16.1 Notwithstanding any provisions of this MOU to the contrary, the Community Partners shall not be held liable for any failure or delay in the performance of this MOU that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, acts of God, or for any other cause of same character which is unavoidable through the exercise of due care and beyond the control of the Community Partners. Failure to perform shall be excused during the continuance of such circumstances, but this MOU shall otherwise remain in effect.

16.2 In the event any provisions of this MOU shall conflict, or appear to conflict, the MOU, including all exhibits, attachments and all other documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.

16.3 Failures or waivers to insist on strict performance of any covenant, condition, or provision of this MOU by the Community Partners, their successors and assigns shall not be deemed a waiver of any rights or remedies, nor shall it relieve the other Community Partners from performing any subsequent obligations strictly in accordance with the term of this MOU. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this MOU specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

16.4 Should any term or provision of this MOU be held, to any extent invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not effect any other term or provision of this MOU, to the extent that the MOU shall remain operable, enforceable and in full force and effect to the extent permitted by law.

16.5 This MOU may be amended only with the written approval of the Community Partners hereto.

16.6 This MOU, which includes the attached Children's Trust Contract with all its related attachments, states the entire understanding and agreement between the Community Partners and supersedes any and all written or oral representations, statements, negotiations, or agreements

previously existing between the Community Partners with respect to the subject matter of this MOU. The Community Partners recognize that any representations, statements or negotiations made by the staff of either party does not suffice to legally bind either party in a contractual relationship unless they have been reduced to writing and signed by their authorized representative(s). This MOU shall inure to the benefit of and shall be binding upon the Community Partners, their respective assigns, and successors in interest.

16.7 The Community Partners agree that part of their responsibility under this MOU is to comply with the reporting requirements as outlined in Attachment C of the Children’s Trust contract, as attached.

SECTION XVII – Counterparts and Signatures

This Agreement may be executed in two (2) or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the County and Community Partners or their duly authorized representatives hereby execute this MOU on the date first written above.

MIAMI-DADE COUNTY

By: _____
George M. Burgess, County Manager

Date: _____

MIAMI-DADE COUNTY PUBLIC SCHOOLS

By: _____
Gerald Darling, Chief of Police

Date: _____

FAMILY RESOURCE CENTER

By: _____
Oren Wunderman, Ph.D, CEO

Date: _____

FLORIDA DEPARTMENT OF CHILDREN AND FAMILIES

By: _____
Gilda Ferradaz, District Administrator

Date: _____

OUR KIDS OF MIAMI-DADE/MONROE

By: _____
Fran Allegra, Esq. CEO

Date: _____

LINDA RAY INTERVENTION CENTER

By: _____

Date: _____

Dr. Lynne S. Katz, Director

EARLY LEARNING COALITION OF MIAMI-DADE/MONROE

**By: _____
Evelio Torres, President and CEO**

Date: _____

BOYS & GIRLS CLUBS OF MIAMI-DADE

**By: _____
Alex Rodriguez-Roig, CEO**

Date: _____

CHILDREN'S HOME SOCIETY OF FLORIDA

**By: _____
Jackie Gonzalez, Executive Director**

Date: _____

CENTER FOR FAMILY CHILD ENRICHMENT

**By: _____
Delores Dunn, CEO**

Date: _____

AMIGOS FOR KIDS

**By: _____
Rosa Plascencia, CEO**

Date: _____

CITY OF HOMESTEAD POLICE DEPARTMENT

**By: _____
Al Rolle, Chief of Police**

Date: _____

CITY OF MIAMI GARDENS POLICE DEPARTMENT

**By: _____
Dr. Danny O.Crew, City Manager**

Date: _____

TOWN OF CUTLER BAY POLICE DEPARTMENT

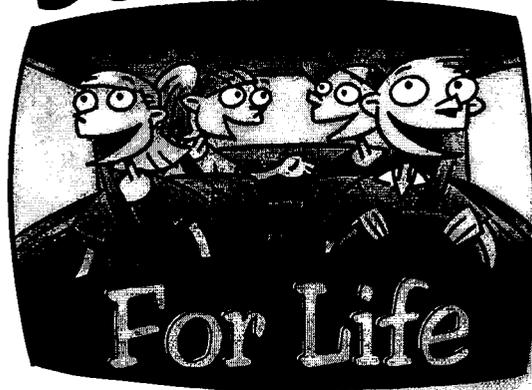
**By: _____
Steven Alexander, Town Manager**

Date: _____

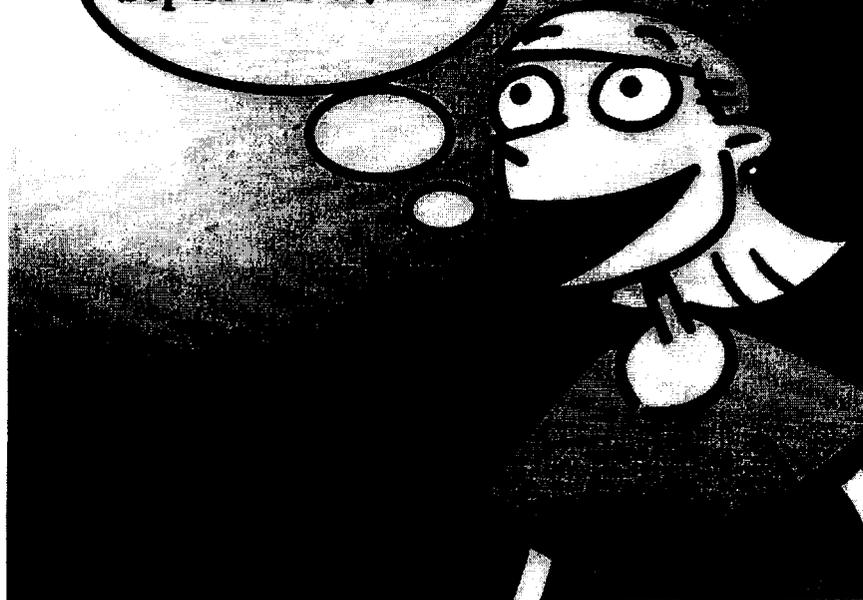
Save the Date

Miami-Dade County
Child and Youth Safety
Mayor's Initiative

BUCKLE UP



Don't Forget!!!!
September 13, 2007



Miami-Dade County Child and Youth Safety
Mayor's Initiative

Thursday, September 13th, 2007
10:00 a.m.

Stephen P. Clark Center Courtyard
111 N.W. 1st Street
Miami, FL 33128



Stephen P. Clark Center
111 N.W. 1st Street
Miami, FL 33128

Carlos Alvarez, Mayor
Board of County Commissioners: Bruno A. Barreiro Chairman; Barbara J. Jordan, Vice-Chairwoman; Barbara J. Jordan, District 1; Dornin D. Rolle, District 2; Audrey M. Edmonson, District 3; Sally A. Heyman, District 4; Bruno A. Barreiro, District 5; Rebeca Sosa, District 6; Carlos A. Gimenez, District 7; Katy Sorensen, District 8; Dennis C. Moss, District 9; Sen. Javier D. Souto, District 10; Joe A. Martinez, District 11; José "Pepe" Diaz, District 12; Natacha Seljas, District 13
Harvey Ruvlin, Clerk of Courts; George M. Burgess, County Manager; Robert A. Cuevas, Jr., County Attorney

Miami-Dade County provides equal access and equal opportunity in employment and services and does not discriminate on the basis of disability. It is the policy of Miami-Dade County to comply with all of the requirements of the Americans with Disabilities Act.