

RESOLUTION NO. 2011-30-1423

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN MEMORANDUM OF UNDERSTANDING WITH THE YOUTH VIOLENCE COALITION AND THE DEPARTMENT OF JUVENILE JUSTICE TO PROVIDE MENTORING SERVICES THROUGH THE FUTURE MEN AND WOMEN OF MIAMI GARDENS PROGRAM, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on October 31, 2010, grant funding through The Children's Trust ended for the Youth Violence Prevention Coalition ("YVPC"), and

WHEREAS, as such, the Project Director for the YVPC, submitted grant proposals to several funding sources including the Florida Department of Juvenile Justice ("DJJ"), and

WHEREAS, in December 2010, the DJJ award the YVPC Twenty-Four Thousand Eight Hundred Fifty-Four Dollars (\$24,854.00) to render support services to youth during their re-entry into the community, and

WHEREAS, the City of Miami Gardens' Parks and Recreation Department has been chosen to partner with YVPC, and

WHEREAS, the City will receive funding in the amount of Two Thousand Five Hundred Dollars (\$2,500.00) to provide mentoring services to select youth residing in zip codes 33055, 33056 and 33169, through the Future Men and Women of Miami Gardens Program, and

WHEREAS, in order for the City to provide the mentoring services, the execution of a Memorandum of Understanding outlining each organization's responsibilities is required,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AS FOLLOWS:

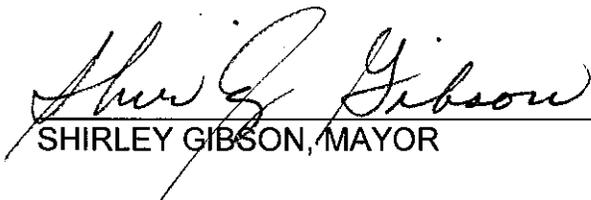
Section 1: ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2: AUTHORIZATION: The City Council of the City of Miami Gardens hereby authorizes the City Manager and the City Clerk to execute and attest, respectively, that certain Memorandum of Understanding with the Youth Violence Coalition and the Department of Juvenile Justice to provide mentoring services through the Future Men and Women of Miami Gardens program, a copy of which is attached hereto as Exhibit "A".

Section 3: INSTRUCTIONS TO THE CLERK: The City Clerk is hereby authorized to obtain three (3) fully executed copies of the subject Memorandum of Understanding with one to be maintained by the City, one to be delivered to Florida Department of Juvenile Justice, and one to be delivered to Youth Violence Protection Coalition.

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 FEBRUARY 23, 2011.


SHIRLEY GIBSON, MAYOR

ATTEST:



RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, ESQ., CITY ATTORNEY

SPONSORED BY: DR. DANNY O. CREW, CITY MANAGER

Moved by: Councilman Gilbert
Second by: Vice Mayor Campbell

VOTE: 6-0

Mayor Shirley Gibson	<u> X </u> (Yes)	_____ (No)
Vice Mayor Aaron Campbell	<u> X </u> (Yes)	_____ (No)
Councilwoman Lisa Davis	<u> X </u> (Yes)	_____ (No)
Councilman Oliver Gilbert, III	<u> X </u> (Yes)	_____ (No)
Councilwoman Sharon Pritchett	_____ (Yes)	_____ (No) (not present)
Councilwoman Felicia Robinson	<u> X </u> (Yes)	_____ (No)
Councilman Andre' Williams	<u> X </u> (Yes)	_____ (No)



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	February 23, 2011		Item Type:	Resolution	Ordinance	Other	
			<i>(Enter X in box)</i>				
Fiscal Impact: <i>(Enter X in box)</i>	Yes	No	Ordinance Reading:	1st Reading		2nd Reading	
	X		<i>(Enter X in box)</i>	Public Hearing:	Yes	No	Yes
			<i>(Enter X in box)</i>		X		No
Funding Source:	General Fund-Parks and Recreation		Advertising Requirement:	Yes		No	
			<i>(Enter X in box)</i>				
Contract/P.O. Required:	Yes	No	RFP/RFQ/Bid #:				
<i>(Enter X in box)</i>	X						
Strategic Plan Related	Yes	No	Strategic Plan Priority Area:	Strategic Plan Obj./Strategy: <i>(list the specific objective/strategy this item will address)</i> N/A			
		X	Enhance Organizational <input type="checkbox"/> Bus. & Economic Dev <input type="checkbox"/> Public Safety <input type="checkbox"/> Quality of Education <input type="checkbox"/> Qual. of Life & City Image <input type="checkbox"/> Communication <input type="checkbox"/>				
Sponsor Name	Dr. Danny Crew, City Manager		Department:	<i>Parks and Recreation</i>			

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA AUTHORIZING THE CITY MANAGER AND THE CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN MEMORANDUM OF UNDERSTANDING WITH THE YOUTH VIOLENCE COALITION AND THE DEPARTMENT OF JUVENILE JUSTICE TO PROVIDE MENTORING SERVICES THROUGH THE FUTURE MEN AND WOMEN OF MIAMI GARDENS PROGRAM, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A"; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

Background Information

The Miami Gardens and Opa Locka Youth Violence Prevention grant with The Children’s Trust ended on October 31, 2010. Before that time the full-time Project Director submitted several grant proposals seeking funds from other sources to keep the services in place beyond October 2010. Specifically, in response to Florida Department of Juvenile Justice RFA #2010-2, two proposals were submitted by the

City of Miami Gardens in support of youth violence prevention activities for youth ages 10-18 who reside in the cities of Miami Gardens and Opa Locka.

In the meantime, coalition members decided that youth violence prevention work still was needed in our communities; hence members established the Youth Violence Prevention Coalition 501(c) 3 organization (YVPC) in October 2010.

Separate from the YVPC, the City's Parks and Recreation Department currently offers mentoring services through its Future Men and Women of Miami Gardens program. The program, in its second year, pairs Miami Gardens youth with a mentor and provides life skills to the participants on a weekly basis. The City's annual budget for this program is \$10,000.

Current Situation

In December 2010, YVPC received notification of an award in the amount of \$24,854 to render the wrap-around services to youth who reside in zip codes 33055, 33056 and 33169. These wrap-around services are designed to provide supportive services to youth during their re-entry into the community. During this re-entry process, service providers will assist in meeting each youth's individual needs for positive growth and development as they transition into adulthood.

City of Miami Gardens' Parks and Recreation Department was chosen to partner with YVPC to provide mentoring services. City Staff will have the ability to chose those youth that will best be able to assimilate to the current mentoring structure, and not pose a risk to other youth involved in the program. In addition, the Parks and Recreation Department will receive \$2,500 to administer the program to the chosen youth, hence providing a savings to the operating budget.

To begin this program, an execution of a Memorandum of Understanding outlining each organizations' responsibilities is needed. This MOU includes the responsibilities of the Parks and Recreation Department as well as the staff of the Youth Violence Prevention Coalition.

Proposed Action:

City staff proposes that City Council approve the attached Memorandum of Understanding allowing the City Manager to execute a Memorandum of Understanding between the Parks and Recreation Department and the Youth Violence Prevention Coalition for mentoring services thru the Future Men and Women of Miami Gardens Program.

Attachment:

Attachment A- Memorandum of Understanding



303 NW 191st Street • Miami Gardens 33169 • 305-652-1732 • 305-652-4677 fax

FEE FOR SERVICE CONTRACT

BETWEEN

THE YOUTH VIOLENCE PREVENTION COALITION

&

YVPC OF MIAMI GARDENS DEPARTMENT OF PARKS & RECREATION

FOR

STATE OF FLORIDA OFFICE OF JUVENILE JUSTICE WRAP-AROUND SERVICES

This Contract, made this **25th Day of January, 2011**, by and between the **Youth Violence Prevention Coalition (YVPC)** located at **303 NW 191st Street, Miami Gardens, Florida 33169** and **City of Miami Gardens Department of Parks & Recreation located at 1515 NW 167th Street, Miami Gardens, Florida 33169**. City of Miami Gardens Department of Parks and Recreation agrees to this **FEE FOR SERVICE CONTRACT** and clauses and conditions that comprise YVPC and the State of Florida Department of Juvenile Justice primary contract for the rendering of services to youth to satisfy the State of Florida Department of Juvenile Justice and the Youth Violence Prevention Coalition **contract number M1012**.

Whereas: YVPC of Miami Gardens has been awarded **\$2,500** for contract number M1012 within the Miami Gardens community (zip code: 33169, 33055, and 33056) to implement the proposed scope of services developed in collaboration and under contract with the State of Florida Department of Juvenile Justice.

DESCRIPTION OF FEE FOR SERVICE

The Parties agree that the initial effective term of this contract shall be from **February 1, 2011 to January 31, 2012**.

The Fee for Service agreement is based on the following:

- Contracted organization shall be reimbursed for services provided based on Unit of Service described by this agreement
- Contracted organization will provide mentoring services to youth assessed as benefiting from services as defined by this contract.

- YVPC will utilize 303 NW 191st Street – Cloverleaf Park, Miami Gardens, FL 33169, as an administrative office site throughout the contract period 2/1/2011 – 1/31/2012 through regular business hours of 8:30 a.m. – 5:30 p.m. Monday through Friday. Additional days and/or hours must be agreed to by Assistant City Manager, or designee.
- YVPC shall reimburse the City of Miami Gardens Department of Parks and Recreation for the services that are provided as defined.

The maximum number of units to be provided under this contract is as follows:

- Maximum of 20 youth will receive mentoring services at \$125.00 per youth. Total \$2,500.00 total allowable payment through the contract 2/1/2011 – 1/31/2012.

SCOPE OF SERVICES TO BE PROVIDED:

The Provider agrees to render services in accordance with the scope of services and evaluation measures incorporated and attached hereto as Attachments A (“Scope of Services to be Provided”). The Provider will implement the services in a manner deemed satisfactory to the State of Florida Department of Juvenile Justice and YVPC. Any modification or amendment to the Services shall not be effective without prior written approval by the State of Florida Department of Juvenile Justice and YVPC. The Provider agrees that all funding provided, pursuant to this Contract will be used exclusively for Services in and for the benefit of Judicial Circuit 11 youth as defined in Target Population of this contract.

ACTIVITIES/SERVICE	TOTAL # UNDUPLICATED PARTICIPANTS TO BE SERVED	MINIMUM # PARTICIPANTS TO BE SERVED	EXPECTED DOSAGE: MINIMUM # OF SESSIONS PARTICIPANTS WILL COMPLETE
<u>Mentoring</u> Each youth will have access to a positive role model as a mentor	20	17	Minimum two (2) hours each week for 48 weeks , including one field trip per month.

These services are to be rendered at the following location:

- City of Miami Gardens Department of Recreation – Cloverleaf Park, 303 NW 191st Street, Miami Gardens, Florida 33169.

Partner will adhere to the following performance based on outcome measure(s):

Outcomes	Measurement Tool
Minimum of 70% of youth served by the Provider shall reside in targeted zip codes: 33169, 33055, and 33056.	Referral Form, Intake Form,
85% of youth will remain crime free while receiving services and 85% of youth that are served shall remain crime free for six (6) months after completing services or by the end of the	Pre/post test, attendance/sign-in sheets

contract which ever comes first.	
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Programmatic Data Reporting Requirements:

Required Report	Required Form(s)	Frequency & Due Date	Partner Responsibility	Communication Type
Outcome Measurements	<ul style="list-style-type: none"> • Pre/post test • Sign-In sheets • Narrative Report 	Monthly – all pre/post documents with referral form and any sign in sheets Must be submitted to YVPC Project Director by 5th of each month.	Provider is responsible for the timely submission of the documentation	Courier/hand delivery / Fax
Invoice/Request for Payment	<ul style="list-style-type: none"> • Fee for Service Invoice 	Monthly – documents should be submitted by 5th of the month.	Provider is responsible for the timely submission of the documentation to YVPC Project Director	Courier/hand delivery / Fax
Monthly Report	<ul style="list-style-type: none"> • Sign-in Sheets • Narrative Report 	5th of each month which services were rendered	Provider is responsible for the timely submission of the documentation to YVPC Project Director	Courier/Fax/Email

Breach of contract and remedies

A. Breach

A material breach by the Provider shall have occurred under this MOU if the Provider:

1. Fails to provide the services outlined in the Scope of Services (Attachment A);

2. Ineffectively or improperly uses The State of Florida Department of Juvenile Justice funds allocated under this MOU;
3. Does not meet or satisfy the conditions of award required by this MOU;
4. Fails to submit or submits incorrect or incomplete proof of expenditures to support disbursement requests or advance funding disbursements, or fails to submit or submits incomplete or incorrect detailed required reports of scope of services, request for payment expenditures or final expenditure reports;
5. Refuses to allow YVPC or the State of Florida Department of Juvenile Justice access to records or refuses to allow YVPC or the State of Florida Department of Juvenile Justice to monitor, evaluate or review the Provider's program, including required client data collection;
6. Attempts to meet its obligations under this MOU through fraud, misrepresentation or material misstatement;
7. Fails to correct deficiencies found during a monitoring, evaluation or review within the specified time;
8. Fails to meet the terms and conditions of any obligation or repayment schedule to the State of Florida Department of Juvenile Justice or YVPC or any of its agencies;
9. Fails to maintain the confidentiality of client files; pursuant to Florida and federal laws, or;
10. Fails to fulfill in a timely and proper manner any and all of its obligations, covenants, contract and stipulations in this MOU.

B. YVPC's remedies

Upon the material breach of this MOU, the State of Florida Department of Juvenile Justice and YVPC may pursue any or all of the following remedies including a combination thereof;

1. YVPC may terminate this MOU by giving written notice to the Provider of such termination and specifying the effective date thereof at least five (5) business days before the effective date of termination. In the event of termination, YVPC may: (a) request copies of all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared and secured by the Provider with the State of Florida Department of Juvenile Justice funds under this MOU; (b) at the sole discretion of YVPC, YVPC may terminate or cancel any other contracts entered into between YVPC and the Provider. The Provider shall be responsible for all direct and indirect costs associated with such termination, including attorney fees, costs, and any judgments entered by a court of appropriate jurisdiction.
2. YVPC may suspend payment in whole or in part under this MOU by providing written notice to the Provider of such suspension and specifying the effective date thereof, at least five (5) business days before the effective date of suspension. If payments are suspended, YVPC shall specify in writing the actions that must be taken by the Provider as condition precedent to resumption of payments and shall specify a reasonable date for compliance. At the sole discretion of YVPC, YVPC may also suspend any payments in whole or in part under any other contracts entered into between YVPC and the Partner. The Partner shall be responsible for all direct and indirect costs associated with such suspension, including attorney's fees, costs, and any judgments entered by a court of appropriate jurisdiction.
3. YVPC may seek enforcement of this MOU including but not limited to filing an action with a court of appropriate jurisdiction. The Provider shall be responsible for all direct and indirect

costs associated with such enforcement, including attorney's fees, costs, and any judgments entered by a court of appropriate jurisdiction.

- 4. YVPC retains the option, at its sole discretion to enter into a written performance improvement plan with the Provider to cure any breach of this MOU as may be permissible under state or federal law. Any such remedial plan shall be an addition to this MOU and shall not affect or render void or voidable any other provision contained in this MOU, costs, and any judgments entered by a court of appropriate jurisdiction.
- 5. Any and all other remedies available at law or equity.

C. Board of Director Chairperson authorized

YVPC Board of Director Chairperson is authorized to terminate this MOU on behalf of YVPC.

D. Damages sustained

Notwithstanding the above, neither party shall be relieved of liability to the other party for damages sustained by the other party b virtue of any breach of the contract. If the Agreement is breached by Provider, YVPC may withhold any payments to Partner until such time as the exact amount of damages due to YVPC is determined. If the Agreement is breached, either part may pursue any remedies available at law or equity to compensate for any damages sustained by the breach. In any such action, the prevailing party shall be reimbursed all direct and indirect costs associated with such action including attorney's fees, costs and any judgments entered by a court of appropriate jurisdiction.

Termination by either party

The Parties agree that this MOU may be terminated by either party hereto by written notice to the other party of such intent to terminate at least thirty (30) calendar days prior to the effective date of such termination. YVPC Board of Director Chairperson is authorized to terminate this MOU on behalf of YVPC in the event this MOU is terminated, in accordance with this provision.

Youth Violence Prevention Coalition

City of Miami Gardens City Manager

By:

(Signature of Authorized Representative)

By: _____

David Williams, Jr., Board Chairperson
(Type Name & Title)

Danny Crew, City Manager
(Type Name & Title)

(Date)

(Date)