

RESOLUTION No. 10 – 54

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO THE PROGRAM GRANT AGREEMENT FOR DORAL FEEDER PATTERN ADDRESS VERIFICATION PLAN WITH THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA FOR THE PROVISION AND IMPLEMENTATION OF AN ADDRESS VERIFICATION PLAN IN AN AMOUNT NOT TO EXCEED \$35,000.00 IN ANY SCHOOL YEAR; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City Council of the City of Doral, Florida directed City Staff and the City Attorney to negotiate an agreement with the Miami-Dade County Public Schools to create an address verification program for the public schools in the Doral feeder pattern to ensure sufficient capacity for students residing within the boundaries of the Doral feeder pattern; and

WHEREAS, said agreement provides that the school Board hire part-time employees to implement the address verification program; and

WHEREAS, Staff respectfully requests that the City Council authorize the City Manager to negotiate and enter into the Program Grant Agreement for Doral Feeder Pattern Address Verification Plan (Exhibit "A") with the School Board of Miami-Dade County, Florida for the provision and implementation of an address verification Plan in an amount not to exceed \$35,000.00 in any school year.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:

Section 1. The City Council of the City of Doral hereby authorizes the City Manager to negotiate and enter into the Program Grant Agreement for Doral Feeder Pattern Address Verification Plan (Exhibit "A") with the School Board of Miami-Dade

County, Florida for the provision and implementation of an address verification Plan in an amount not to exceed \$35,000.00 in any school year.

Section 2. This Resolution shall take effect immediately upon adoption.

The foregoing resolution was offered by Vice Mayor Van Name who moved its adoption.

The motion was seconded by Councilman DiPietro and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Robert Van Name	Yes
Councilman Pete Cabrera	Yes
Councilman Michael DiPietro	Yes
Councilwoman Sandra Ruiz	No

PASSED and ADOPTED this 10th day of March, 2010.



JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



BARBARA HERRERA, CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

 for:

JIMMY MORALES, ESQ., CITY ATTORNEY

EXHIBIT "A"



Miami-Dade County Public Schools

giving our students the world

Miami-Dade County School Board

Dr. Solomon C. Stinson, Chair

Perla Tabares Hantman, Vice Chair

Agustin J. Barrera

Renier Diaz de la Portilla

Dr. Lawrence S. Feldman

Dr. Wilbert "Tee" Holloway

Dr. Martin S. Karp

Ana Rivas Logan

Dr. Marta Pérez

March 26, 2010

Superintendent of Schools

Alberto M. Carvalho

School Board Attorney

Walter J. Harvey

Jimmy L. Morales, Esquire
Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.
150 West Flagler Street, Suite 2200
Miami, Florida 33130-1536

Re: Program Grant Agreement for the Doral Feeder Pattern Address Verification Plan
("Agreement")

Dear Mr. Morales:

As per the City's request, we are attaching hereto an original Agreement, executed by all parties.

Thank you for your and the City's cooperation in this matter.

Sincerely,

Walter J. Harvey
School Board Attorney

WJH/kr

Cc: Ms. Iraida Mendez-Cartaya
Ms. Carmen Marinelli
Ms. Enid Weissman
Ms. Ana R. Craft

PROGRAM GRANT AGREEMENT

FOR

DORAL FEEDER PATTERN ADDRESS VERIFICATION PLAN

This Program Grant Agreement for the Doral Feeder Pattern Address Verification Plan ("Agreement") is entered into this 10th day of March, 2010, by and between the City of Doral, a Florida municipal corporation (hereinafter referred to as the "City"), and The School Board of Miami-Dade County, Florida, a political subdivision of the State of Florida, (hereinafter referred to as the "School Board").

In Consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the School Board and the City agree as follows:

Section 1. Implementation of Address Verification Plan

(a) The School Board and the City agree that commencing March 10, 2010 and continuing during the term hereof, the parties hereto shall implement the Doral Feeder Pattern Address Verification Plan ("the Plan") for school year ending June 30, 2010, as set forth in Exhibit A hereto. Any amendments to the Plan must be agreed to in writing by the parties hereto.

(b) The School Board agrees, subject to the availability of funding as set forth in Section 2 below, to hire part-time clerical assistants at each of the five (5) schools in the Doral Feeder Pattern, as the School Board in its sole discretion may establish from time to time, to administer the Plan for the school year ending June 30, 2010 at schools. The job description for such position shall be substantially similar to the description attached hereto as Exhibit B.

(c) The School Board shall provide monthly written reports to the City regarding the progress and results of the implementation of the Plan. The report shall breakdown the data by each school in the feeder pattern. The parties agree such reports and the activities related to this Agreement shall comply with the Federal Education Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, and the Florida Education Code and Board Rules.

(d) The parties hereto hereby acknowledge and agree that the children of active military personnel assigned to the Department of the Army, United States Southern Command who attend Miami-Dade County public school shall have equal priority, for enrollment purposes, with the students that reside in the attendance boundaries of the Doral Feeder Pattern.

Section 2. Funding

(a) The City agrees that it shall request the City Council each fiscal year to allocate the necessary funding for the implementation and operation of the Plan and the City agrees to provide full funding for the Plan pursuant to the District's costs as determined by the School

Board and agreed to by the City Council, including without limitation, compensation to clerical assistants plus fringe benefits not to exceed \$35,000.00 as set forth in subsection (b), for the duration of this Agreement and for the duration of the Plan, defined herein as "Adequate Funding."

(b) The parties acknowledge that the average salary of these part-time assistants is approximately \$10 per hour, with an anticipated workload of 20 hours per week at each of the five (5) schools, resulting in monthly costs under this Agreement of approximately \$4,200 for all five (5) schools in the aggregate. Payment will be made to the School Board on a monthly basis not to exceed \$35,000.00 for school year ending June 30, 2010. The School Board should invoice the City with a list of the names of the part-time clerical assistants and the number of hours logged per person per month for the project. The final amount of the allotted funding is a maximum of \$35,000.00 for five (5) schools, which is \$7,000.00 per school for hourly clerical support inclusive of fringe benefits (maximum of \$29,031.00 for hourly salary and \$5,969.00 for maximum reimbursement for fringe benefits) for the school year, ending June 30, 2010 and will be transmitted to the School Board in a timely manner that will ensure that the part-time clerical assistants will receive their approved salary and fringe benefits. Annual funding from the City Council will not exceed \$35,000.00 for the school year ending June 30, 2010.

(c) The parties hereto agree that the School Board shall have no financial obligation or liability in connection with the Plan. If the City Council fails to allocate -Adequate Funding for the Plan in any given fiscal year, the School Board shall have no obligation to carry out the Plan

Section 3. Resolution of Disputes

If the parties to this Agreement are unable to resolve any issue in which there may be a disagreement covered in or concerning their respective rights, duties or responsibilities under this Agreement, the parties will employ dispute resolution procedures pursuant to Chapter 164 or Chapter 186, Florida Statutes, as amended from time to time, or any other mutually acceptable means of alternative dispute resolution. Each party shall bear their own attorney's fees and costs.

Section 4. Effective Date and Term

This Agreement shall become effective upon execution by both, the School Board and the City, ("Effective Date"), and shall remain in full force and effect for the school year ending June 30,2010. This Agreement may be earlier cancelled by mutual agreement of the parties hereto, unless otherwise cancelled as provided or allowed by law. The School Board may terminate this agreement with thirty (30) days notice if the City fails to provide Funding or for convenience. This Agreement may be extended upon the mutual consent of the parties to this Agreement for an additional two (2) years, on the same terms and conditions as provided herein, provided that the party seeking an extension gives written notice to the other parties of such intent to extend no later than 90 days prior to the expiration of the then current term, and the other parties agree in writing to such extension.

Section 5. Severability

If any item or provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

Section 6. Notice and General Condition

All notices which may be given pursuant to this Agreement, except notices for meetings provided for elsewhere in this Agreement, shall be in writing and shall be delivered by personal service or by certified mail return receipt requested addressed to the parties at their respective addresses indicated below or as the same may be changed in writing from time to time. Such notice shall be deemed given on the day on which personally served, or if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

City Manager
City of Doral
8300 N.W. 53rd Street, Suite 100
Doral, Florida 33166
Phone: (305) 593-6725
Fax: (305) 406-6722

Superintendent
The School Board of Miami-Dade County, Florida
1450 N.E. 2nd Avenue, Room 912
Miami, Florida 33132

Copy to:
School Board Attorney
1450 NE 2nd Avenue, Room 430
Miami, Florida 33132
Phone: (305) 995-1304
Fax: (305) 995-1412

Title and Paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the parties to this Agreement.

Section 7. Merger Clause

This Agreement, together with the Exhibits hereto, sets forth the entire agreement between the parties and there are no promises or understandings other than those stated therein. It is further agreed that no modification, amendment or alteration of this Agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herein. The Exhibits to this Agreement will be deemed to be incorporated by reference as though set forth in full herein. In the event of a conflict or inconsistency between this Agreement and the provisions in the incorporated Exhibits then this Agreement will prevail.

Section 8. Counterparts Clause

This Agreement may be executed in counterparts and facsimiles shall constitute best evidence for all purposes.

Section 9. Most Favored Nation

Should the School Board enter into an agreement with another municipality, separate to or otherwise, which provides more beneficial terms than those agreed to herein, the School Board shall offer the same terms to the City.

Section 10. Assignment

Neither party hereto may assign this agreement without the prior written consent of the other party hereto.

Section 11. Governing Law; Compliance with Laws.

This Agreement will be interpreted and enforced in accordance with Federal and Florida law, and School Board Rules. The Parties agree that they shall comply with all applicable laws, ordinances and codes of all applicable governmental authorities. To the extent this Agreement conflicts with said laws, rules, ordinances or codes, said laws, rules, ordinances and codes shall prevail.

Section 12. Enforcement of Agreement; Venue.

In the event that either Party is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that each Party shall be responsible for all fees and costs incurred by such Party, including attorneys' fees and costs, of trial, alternative dispute resolutions, or appellate proceedings. Venue shall be in Miami-Dade County, Florida.

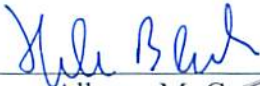
Section 13. No Third Party Beneficiaries.

This Agreement is solely for the benefit of the Board and the City and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Board and the City any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Board and the City, and their respective representatives, successors, and assigns.

IN WITNESS WHEREOF, this Program Grant Agreement for Doral Feeder Pattern Address Verification Plan has been executed by and on behalf of the City of Doral and The School Board of Miami-Dade County, Florida, on this 10th day of March, 2010.

The School Board of Miami Dade County, Florida

Attest (print)

By: 
Alberto M. Carvalho
Superintendent of Schools **Dr. Helen S. Blanch**
Designee

Date: _____

TO THE SCHOOL BOARD:
Approved as to form and legal sufficiency:


School Board Attorney

PROGRAM GRANT AGREEMENT

FOR

DORAL FEEDER PATTERN ADDRESS VERIFICATION PLAN

CITY OF DORAL

By: 
YVONNE SOLER-MCKINLEY,
CITY MANAGER

ATTEST:


BARBARA HERRERA, CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
SOLE USE OF THE CITY OF DORAL

 For:
JIMMY L. MORALES, CITY ATTORNEY

EXHIBIT "A"

Doral Feeder Pattern Address Verification Plan

Doral Feeder Pattern Address Verification Plan

Action Step	Responsible Party
Parent must provide the following information:	City of Doral
FPL Bill (If utility is part of rental it must say so in lease)	
Lease/Deed or Rental Agreement	
Letter from homeowners association or Leasing Office	
Parents will have 30 days to provide needed documentation.	
Provide original letter when requested	City of Doral
Provide each school with a sample letter for reference purposes	
Need list of each community and name of association attached	
Start Address Verification of current population:	City of Doral and K-12 Schools
a. High school starts with 9th and moves to 12th	
b. Middle school starts with 8th and moves to 6th	
c. Elementary school starts with 5th and moves to K	
d. K-8 start with 8th and move to K	
Have personnel request the same information as we would a new entry from the student.	
Student not able to provide verification information will have their address forwarded to Doral P.D. for appropriate address verification.	City of Doral

*****Sample Association Letter***
*** To be placed on City of Doral Letterhead*****

Homeowner Association

This is to inform you that The City of Doral and Miami-Dade Public Schools has partnered together in order to conduct a Doral Feeder Pattern Address Verification. This address verification process is being conducted to confirm that students currently enrolled in the public schools in our city reside within the established attendance boundary. In order to conduct these address verifications your assistance is needed.

During this process residents in your communities with students in public school will be contacted by school personnel and asked to provide the following information:

- The most current FPL bill for your residence.
- Lease/Deed or Rental Agreement
- Letter from homeowners association or Leasing Office

We are requesting that you assist these parents by providing them with the required letter from your office. This letter is a vital part of the verification process, especially with families that indicate they reside with another family and that is the reason their name does not appear on the lease or deed. The letter you provide must be an original copy on your letterhead.

A copy of each association's letterhead will be provided to each school to assist in ensuring authentication of the letters parents provide. In addition, school personnel may contact your office for confirmation of the information on the letter.

Thank you for your support of this matter.

Sincerely

Mayor

*****Sample School Letter***
*** To be placed on individual school Letterhead*****

Dear Parent/Guardian

This is to inform you that Miami-Dade Public Schools and The City of Doral has partnered together in order to conduct a Doral Feeder Pattern Address Verification. This address verification process is being conducted to confirm that students currently enrolled in our school reside within the established attendance boundary. In addition, this process will ensure that the contact information we have on file for your child is accurate, this will assist in continuing the communication between our school and you.

During this process you, or your student, will be contacted by school personnel and asked to provide the following information:

- The most current FPL bill for your residence.
- Lease/Deed or Rental Agreement
- Letter from homeowners association or Leasing Office

The City of Doral has communicated with homeowner associations and leasing offices to inform them of this process, and to facilitate in acquiring this information. Again, this information will be requested from every student currently enrolled in our school. This same information is being asked from all new registrations and transfers into our school.

We are requesting that you begin collecting this required information so that when you, or your student, receive the request you are able to provide it in a timely manner. Having this information ready will greatly assist in expediting this address verification process. This process will take some time, but we assure you that every effort will be made to verify addresses as quickly as possible.

Thank you for your continued support and understanding of this matter.

Sincerely

Principal

EXHIBIT "B"

Clerical Job Description

Doral Feeder Pattern Address Verification

Clerical Job Description

Job Description
1. Conduct current student address verification.
2. Maintain a log/spreadsheet tracking students being verified and at what point in the process they are.
a. Verification is requested from student, if not provided
b. Parent is contacted and verification is requested with a due date, if not provided
c. Information will be forwarded to Doral PD to conduct physical address verification.
d. Monthly reporting of number of contacts
e. Verification of address through the use miamidade.gov to verify Homestead Exemption status
3. Assist with parent/student communication in writing and by phone.
4. Assist with registrations, withdrawals and transfers.
5. Assist in maintaining and updating emergency contact card information.
6. Assist in correcting non-valid phone numbers.