RESOLUTION NO. 2019-011

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA AUTHORIZING THE MAYOR AND THE CITY CLERK, AS ATTESTING WITNESS, ON BEHALF OF THE CITY, TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH ONEYDA M. PANEQUE, Ed. D., AS AN EVALUATION CONSULTANT, TO ASSESS AND REPORT ON THE EFFECTIVENESS OF AFTER-SCHOOL AND SUMMER PROGRAMS FUNDED THROUGH THE 21ST CENTURY SOARING BEYOND EXPECTATIONS GRANT YOUNG LEADERS WITH CHARACTER ("YLC") ACADEMIC ACHIEVERS PROGRAM FROM THE FLORIDA DEPARTMENT OF EDUCATION, FOR A TERM OF ONE YEAR, COMMENCING ON AUGUST 1, 2018 AND ENDING ON JULY 31, 2019, IN AN AMOUNT NOT TO EXCEED $6,756.00, IN SUBSTANTIAL CONFORMITY WITH THE AGREEMENT ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "1".

WHEREAS, Pursuant to Hialeah, Fla. Resolution 2018-109 (November 13, 2018), the City Council authorized the Mayor to accept a grant from the Florida Department of Education in the amount of $397,601.00 to fund after school and summer programing, and to enter into any agreements in furtherance thereof;

WHEREAS, Oneyda M. Paneque, Ed. D., will provide the City with consulting services as program evaluator to assess and report on the effectiveness of after-school summer programming funded through the 21st Century Soaring Beyond Expectations Grant Young Leaders with Character ("YLC") Academic Achievers Program from the Florida Department of Education, as detailed in the Agreement;

WHEREAS, the City, having investigated the qualifications of Oneyda M. Paneque, Ed. D., to perform all the work necessary to fully carry out her obligations and responsibilities under the Agreement and having found Oneyda M. Paneque, Ed. D., to be qualified and competent; and

WHEREAS, the City of Hialeah finds it in the best interest if the health, safety and welfare of the community to execute this Agreement to assure the quality and integrity of the City's grant-funded afterschool and summer programs.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1: The City of Hialeah, Florida hereby authorizes the Mayor and the City Clerk, as attesting witness, on behalf of the City, to enter into a Professional Services Agreement with Oneyda M. Paneque, Ed. D., as an evaluation consultant, to assess and report on the effectiveness of after-school and summer programs funded through the Young Leaders with Character 21st Century Academic Achievers Program Grant from the Florida Department of Education, for a term of one year, commencing on August 1, 2018 and ending on July 31, 2019, in an amount not to exceed $6,756.00, in substantial conformity with the agreement attached hereto and made a part hereof as Exhibit "1".

PASSED AND ADOPTED this 12 day of February, 2019.

Vivian Casals-Muñoz
Council President

Attest:

Approved on this 19 day of February, 2019.

Marbelys Fatjo
City Clerk

Mayor Carlos Hernandez

Approved as to form and legal sufficiency:

Lorena E. Bravo, City Attorney

Resolution was adopted by a 6-0-1 vote with Councilmembers, Zogby, Lozano, Casáls-Munoz, Garcia-Martinez, Caragol and Hernandez, voting "Yes" and with Councilmember Cue-Fuente absent.

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PROFESSIONAL SERVICES AGREEMENT
BETWEEN ONEYDA M. PANEQUE, Ed. D.
AND THE CITY OF HIALEAH

This Agreement entered into this ____day of _____, 2019 by and between the City of Hialeah, a municipal corporation organized and existing under and by virtue of the laws of the State of Florida ("City"), 501 Palm Avenue, Hialeah, Florida 33010 and Onedya M. Paneque, Ed. D. ("Provider"), residing at 250 S.W. 129 Avenue, Miami, Florida 33184.

WHEREAS, pursuant to Hialeah, Fla. Resolution 2018-109 (November 13, 2018), the City Council authorized the Mayor to accept a grant from the Florida Department of Education in the amount of $397,601.00 to fund after school and summer programing, and to enter into any agreements in furtherance thereof; and

WHEREAS, the Florida Department of Education has awarded the City for year five of the Florida's Twenty-First (21st) Century Soaring Beyond Expectations Grant Young Leaders with Character ("YLC") Academic Achievers Program, a grant in the amount of $397,601.00; and

WHEREAS, the City, having investigated the qualifications of the Provider to perform the work of the project evaluator and the work herein contemplated and found the Education Provider to be qualified and competent; and

WHEREAS, the City agrees to enter into this Agreement with the Provider and the Provider agrees to accept engagement under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto understood and agree as follows:

I. TERM

The Provider agrees to provide services within the term of one year, commencing on August 1, 2018 and ending on July 31, 2019. This Agreement will be in effect during the term indicated above. All services, work and activities as described in the Scope of Services shall be undertaken, performed and completed within the term provided herein and prior to the expiration of this Agreement. The City reserves the right to extend the commencement date of the services provided.

II. SCOPE OF SERVICES

The professional services to be performed by the Provider are contained within a proposal submitted by the Provider, a copy of which is attached hereto and made a part hereof as Exhibit "A". The Provider agrees to undertake, perform and complete all necessary work, functions and activities, including providing all materials, supplies, or labor, that may be necessary or reasonably inferred from this Agreement, at Provider's sole cost and expense, to provide the contemplated services under the scope of work,

EXHIBIT
tabbies
1

whether or not the work, function, activity, material, supply or labor is specifically identified and required in this Agreement.

III. COMPENSATION

A. City shall pay the Provider, as maximum compensation for the services required pursuant to Section II as follows as set forth in Exhibit "A".

B. The Provider must invoice the City for the actual work performed. The invoice shall be paid within 30 days from the date of receipt and only upon verification by City of satisfactory performance. Final payment shall be made upon submission of the Final Evaluation Report.

C. Provider must obtain prior written approval from the City prior to performing services that are outside the Scope of Services in this Agreement. The City shall not pay for any cost or expense not otherwise expressly contemplated herein, including but not limited to travel expenses.

D. Compensation is contingent upon funding from the 21st Century Grant and to the extent that the City does not receive sufficient funding to pay for future services not yet rendered during the term of this Agreement, the City is entitled to cancel this Agreement based on lack of or insufficient funding, at no further cost or expense to the City.

IV. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

Provider shall comply with all applicable laws, ordinances, codes, rules and regulations of federal, state and local governments, including the City, now in effect or hereafter enacted, which are applicable in any way to Provider, its officers, employees, agents, or subcontractors.

V. GENERAL CONDITIONS

All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or if by mail, upon the date of actual receipt.

CITY

Sharon Dziedzic, Education Supervisor
City of Hialeah
Education and Community Services Dept.
7400 West 24 Avenue, 2nd Floor
Hialeah, Florida 33016

ONEYDA M. PANEQUE

Oneyda M. Paneque, Ed.D.
250 S.W. 129 Avenue
Miami, Florida 33184
Telephone: (305) 336-8256-cellular
FAX: (305) 229-8052

Telephone: (305) 818-9143 E-mail: ompaneque@bellsouth.net
FAX: (305) 818-9841

VI. OWNERSHIP OF DOCUMENTS

A. All documents developed by the Provider under this Agreement shall be delivered to City by the Provider upon completion of the services required pursuant to paragraph II hereof and shall become the property of City, without restriction or limitation of its use. City assumes the risk of reuse of all documents developed by the Provider upon delivery after completion of services. The Provider agrees that all documents maintained and generated hereto shall be subject to the applicable provisions of the Public Records Law, Chapter 119, Florida Statutes.

B. It is further understood by and between the parties that any information, writings, tapes, maps, contract documents, reports or any other matter whatsoever which is given by the City to the Provider pursuant to this Agreement shall at all times remain the property of the City and shall not be used by the Provider for any other purposes whatsoever without the written consent of the City.

VII. NONDELEGABLE

The Provider acknowledges that in entering upon this Agreement, the City has relied upon the Provider's professional background and experience, including any prior experience in providing these or other similar services to the City. As such, the duties and obligations undertaken by the Provider pursuant to this Agreement shall not be delegated or assigned to any person or entity, in whole or in part, unless the City and Florida Department of Education shall first consent in writing to the performance or assignment of such service or any part thereof by another person or entity. In any instance wherein the Provider desires to effect an assignment or delegate any right or responsibility of performance under this Agreement, Provider shall provide to the City all documents and information that the City may reasonably request to allow the City to evaluate whether the proposed assignee or delegate has the integrity, reliability, experience and capability in all respect to fully perform in good faith. Consent shall not be unreasonably withheld, and all subcontractors or assignees shall be governed by the terms and conditions of this Agreement.

VIII. AWARD OF AGREEMENT

The Provider warrants that it has not employed or retained any person employed by the City to solicit or secure this Agreement and that she has not offered to pay, paid, or agreed to pay any person employed by the City any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of this Agreement.

IX. CONSTRUCTION OF AGREEMENT

This Agreement, it interpretation and performance, the relationship between the Parties and any dispute arising from or relating to any of the foregoing, shall be governed, construed, interpreted, and regulated under the laws of the State of Florida. Venue for any litigation, which may arise in connection with this Agreement, shall be in Miami-Dade County, Florida. The Provider agrees to be subject to the jurisdiction (subject matter and in personam) of the courts in Miami-Dade County, Florida and amenable to process.

X. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the parties herein, their heirs, executors, legal representatives, successors and assigns.

XI. INDEMNIFICATION

Provider, for itself, its successors, assigns, executors, administrators, and anyone else who might attempt to sue on its behalf, hereby waives, releases, holds harmless, indemnifies, covenants not to sue, agrees to defend, and forever discharges the City of Hialeah, its officers, elected or appointed, directors, employees, agents, attorneys, contractors and all other persons, entities, organizations and corporations affiliated therewith (all of whom constitute the "Released Parties") from any and all kinds of claims, suits, causes of action, damages, losses, liabilities, costs or expenses, including court costs and attorney's fees at all level of proceedings (including appellate level), and any judgments, orders or decrees entered thereon or resulting therefrom, for any personal injury, loss of life, damage to property, or any other liability, loss, cost or expense of any kind (collectively "Claims"), arising out of, resulting from, or relating to Provider's performance of the professional services pursuant to the terms and conditions of this Agreement, whether or not such claim, suit, cause of action, injury, damage, loss, liability, cost, expense, judgment, order, or decree was caused by, arose or resulted from the NEGLIGENT ACTS OR OMISSIONS of the Released Parties. This Section shall survive the termination of this Agreement.

Provider covenants and agrees that it will, at its own expense, defend any and all Claims against the Released Parties, which may be brought in connection or as a result of Provider's performance of the professional services pursuant to this Agreement. Provider will satisfy, pay and discharge any and all settlement agreements, judgments, orders or decrees that may be entered against the Released Parties in any such action or proceeding.

Provider agrees, at Provider's expense, after written notice from the City, to defend any action against the City that falls within the scope of an indemnity provided in this Section, or the City, at the City's option, may elect instead to secure its own attorney to defend any such action and the reasonable costs and expenses of such attorney incurred in defending such action shall be payable by Provider.

The parties agree that the provisions of this Section do not benefit any third party, and are not intended to benefit any person or entity that is not a party to this Agreement. Instead, the provisions of this Section are solely for the City's benefit.

XII. LIMITATION OF LIABILITY

The City's total liability to the Provider for any and all liabilities, claims, or damages arising out of or relating to this Agreement, howsoever caused and regardless of the legal theory asserted, including breach of contract or warranty, tort, strict liability, statutory liability or otherwise, shall not in the aggregate, exceed the amount owed to the Provider by the City under this Agreement.

In no event shall the City be liable to the Provider for any punitive, exemplary, special, indirect, incidental, or consequential damages (including, but not limited to, lost profits, lost business opportunities, loss of use or equipment down time, and loss of or corruption of data) arising out of or relating to this Agreement, regardless of the legal theory under which such damages are sought, and even of the parties have been advised of the possibility of such damages or loss.

XIII. CONFLICT OF INTEREST

A. The Provider covenants that no person under her employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interests, direct or indirect, with the Provider. The Provider further covenants that, in the performance of the Agreement, no person having such conflicting interest shall be employed. Any such interest on the part of the Provider or her employees must be disclosed in writing to the City.

B. The Provider is aware of the conflict of interest laws of the City, Hialeah Code Ch 26, Art. I and II; Code of Miami-Dade County, Florida, § 2-11.1 et seq., and the State of Florida, Chapter 112, Part III, Florida Statutes and agree that it shall fully comply in all respects with the terms of such laws.

XIV. INDEPENDENT CONTRACTOR

The Provider, its employees, agents or representatives, shall be deemed to be independent contractors and not agents or employees of the City. The City shall have no obligation to pay or provide for Provider's employees, agents, representatives, or subcontractors. Provider's employees, agents, representatives, or subcontractors shall not attain any right or benefit under the civil service or pension ordinances of the City, or any right or benefit generally afforded classified or unclassified employees of the City, such as pension benefits, worker's compensation, health insurance, unemployment benefits, or any other right or privilege granted to the City's officers and employees.

XV. INSURANCE

A. Provider shall provide, pay for an maintain in force at all times during the term of this Agreement, such insurance, including Worker's Compensation Insurance, Employer's Liability Insurance, Comprehensive General Liability Insurance, Business Automobile Liability Insurance, in such amounts specified in Exhibit "B".

B. Such policy or policies shall be issued by the United States Treasury-approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in the State of Florida. Provider shall specifically protect the City by naming the City as additional insured under the Comprehensive General Liability Insurance Policy and shall not include an exception or exclude claims for assault and/or battery.

C. Provider shall provide the City with a Certificate of Insurance or copy of all insurance policies required by this section. All endorsements and certificates shall state that the City shall be given 30 days' notice prior to expiration or cancellation of the policy.

XVI. TERMINATION

A. **Termination without Cause:** The City retains the right to terminate this Agreement upon 30 days written notice prior to the completion of the service required pursuant to Section I hereof without penalty to the City. In that event, notice of termination of this Agreement shall be in writing to the Provider who shall be paid for those services performed prior to the date of its receipt of the notice of termination. In no case, however, will City pay the Provider an amount in excess of the total sum provided by this Agreement.

B. **Termination for Cause:** The City may terminate this Agreement for cause, which shall include but not be limited to the following:

a. Provider's failure to comply and/or perform in accordance with this Agreement; or

b. Provider's performance of this Agreement, for any reason, is rendered impossible or not feasible; or

c. Provider's filing of a voluntary petition in bankruptcy or reorganization, or making any assignment for the benefit of creditors, or seeking any similar relief under any present or future statute, law or regulations relating to relief of debtors; or

d. Provider is adjudicated bankrupt or has any involuntary petition in bankruptcy filed against it;

e. If Provider causes or commits one or more of the foregoing acts or events that would give rise to termination for cause, then, after seven

(7) days written notice provided to Provider by the City within which to cease and/or correct such deficiencies, and upon failure to do so after such written notice, this Agreement is hereby revoked and canceled without the need for other or further action by City.

C. Default and Notice to Cure: Before the City terminates this Agreement pursuant to this Section, it shall give written notice to the Provider that a default exists which will, unless corrected, constitute an event of default. The notice shall inform the Provider that this Agreement shall be terminated unless the default is cured within seven (7) calendar days following the Provider's receipt of the notice. If a cure cannot reasonably be effected within seven (7) days despite the exercise of due diligence, the Provider may request an extension of the cure period in writing providing a detailed explanation why the cure cannot be completed within seven (7) days. The request shall be delivered prior to the expiration of the cure period. If the Provider's request is reasonable, as determined by the City's representative or his/her designee, the time to cure the default shall be extended for such additional time as is reasonably necessary to effect a cure, provided that the Provider exercises continuous diligent efforts to cure the default during the extended cure period. If the Provider fails to cure the default within the cure period, or fails to exercise continuous diligent efforts to cure the default, the City may terminate this Agreement. The termination shall take effect as of the date specified in the notice of default provided by the City. Upon termination, the City may cure the default at the expense of the Provider, and have recourse to every other right and remedy to which the City is entitled under this Agreement, at law, or in equity.

D. Effect of Termination: It is hereby understood that any payment made to the Provider in accordance with this section shall be made only if the Provider is not in default under the terms of this Agreement. If the Provider is in default, then the City shall in no way be obligated to pay and shall not pay the Provider any sum.

XVII. NONDISCRIMINATION

Provider represents and warrants to City that Provider does not and will not engage in unlawful discriminatory practices and that there shall be no unlawful discrimination in connection with Provider's performance under this Agreement on account of race, color, sex, religion, age, handicap, disability, marital status, national origin, ancestry, familial status, or sexual orientation. Provider further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status, national origin, ancestry, familial status, or sexual orientation unlawfully be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

XVIII. STAFFING AND EMPLOYEE BACKGROUND SCREENING

A. *Appropriate staffing.* The Provider represents that all people performing the Work required under this Agreement possess 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 Exhibit "A" and to provide and perform

such services to the satisfaction of the City. The Provider further represents that all persons delivering services required by this Agreement have complied with all state and federal requirements, including, but not limited to, Level I and Level II background screening requirements. The Provider certifies that all such individuals are qualified and approved for providing services herein.

B. *Employee background screening.* According to sections 984.01(2)(a), 985.01(2)(a) and 39.001, Florida Statutes, only employees, volunteers and subcontracted personnel with a satisfactory background check through a screening agency may work in direct contact with children under the age of eighteen. Background screenings must be completed through the Florida Department of Law Enforcement (FDLE), VECHS Program. However, satisfactory background screening documentation will be accepted for those agencies that already conduct business with either the Department of Children and Families (DCF) or the Department of Juvenile Justice (DJJ) or the Miami-Dade Public School System (MDPS). In addition, an Affidavit of Good Moral Character must be completed and notarized for each employee, volunteer and subcontracted personnel upon hiring.

XIX. CHILD ABUSE AND INCIDENT REPORTING

A. *Child abuse reporting.* The Provider and its employees shall immediately report knowledge or reasonable suspicion of abuse, neglect or abandonment of a child, aged person or disabled adult to the Florida Abuse Hotline of the statewide toll-free telephone number (1-800-96-ABUSE).

B. *Incident reporting.* The Provider shall complete an incident report in the event of any serious bodily injury to anyone within the scope of this Agreement or arising out of the performance of this Agreement. The Provider shall provide written notification of the incident together with a copy of the incident report to the City within forty-eight (48) hours.

XX. COOPERATION WITH FINANCIAL AUDIT AND REPORTING REQUIREMENTS

If Florida Department of Education seeks to audit the activities of the City as the grant recipient, the Provider shall fully cooperate and provide all relevant financial documents to facilitate such audit conducted under the Office of Management and Budget Circular A-133, Audit of States, Local Government and Non-Profit Organizations and the Florida Single Audit Act. In addition, the Provider shall fully comply with reporting requirements as determined by the City during the term or this Agreement.

XXI. CONSENT OF PARTICIPANTS

The Provider agrees and acknowledges that participants in the programs described in the Scope of Services will be requested to provide consent to allowing information

relating to such participation to be disseminated and released to the Florida Department of Education, the funding source.

XXII. ENTIRE AGREEMENT

This Agreement and its attachments and exhibits constitute the sole and only agreement of the parties and accurately sets forth the rights, duties, and obligations of each to the other. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect.

XXIII. AMENDMENT

No amendments to this Agreement shall be binding on either party unless in writing and signed by both parties.

XXIV. SOVEREING IMMUNITY

Nothing in this Agreement shall be interpreted or construed to mean that the City waives its common law sovereign immunity or the limits of liability set forth in Section 768.28, Florida Statutes.

XXV. MISCELLANEOUS

A. Captions, title and paragraph headings are for convenient reference and are not a part of this Agreement. Such captions, title or paragraph headings shall not be deemed in any manner to modify, explain, enlarge or restrict any of the provisions contained in this Agreement.

B. In the event of conflict between the terms of this Agreement and any terms or conditions in any attached document; the terms in this Agreement shall prevail.

C. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

D. Should any provisions, paragraph, sentence, work or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida or the City of Hialeah, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

E. Further Assurances. All parties hereto upon the request of any other party shall execute such further instruments or documents as may be reasonably required by the requesting party to implement the terms, conditions and provisions of this Agreement.

F. All rights, obligations and provisions that by their nature are to be performed after any termination of this Agreement, shall survive any such termination.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by the respective officials thereunto duly authorized, this the day and year first above written.

City of Hialeah, Florida
501 Palm Avenue
Hialeah, Florida 33010-0040

Attest:

Authorized signature on behalf of
City of Hialeah

_____

Marbelys Fatjo
City Clerk

_____

Mayor Carlos Hernandez Date

(SEAL)

Approved as to form and legal sufficiency:

_____

Lorena E. Bravo
City Attorney

Oneyda M. Paneque, Ed.D.
250 S.W. 129 Avenue
Miami, Florida 33184

_____

Witness
Printed/typed name:_____

_____

Oneyda Paneque Date

Evaluation Consultant – Scope of Services 21st CCLC Afterschool and Summer Camp Program under contract year August 1, 2018 - July 31, 2019

City of Hialeah Education and Community Services Department

Contract #13B-2449B-9CCC2 – Academic Achievers

Oneyda M. Paneque, Ed.D., will provide assistance as an Evaluation Consultant to the City of Hialeah Education & Community Services for the Young Leaders with Character (YLC) 21st Century, Academic Achievers afterschool and summer camp program. The consultant will work closely with the Education & Community Service Director, the *YLC-AA* Project Director, and assist staff to ensure the effective implementation of the evaluation plan. Agreed-upon fees for services include but are not limited to travel to sites, office supplies and software. City of Hialeah will retain all reports and documents.

Services to be rendered:

- Assistance with monthly reports and deliverables.
- Conduct 2 site visits for each site and complete Site Evaluation Form by April 30, 2019.
- Attends Advisory Board Meetings tentatively scheduled on December 13, 2018 and May 2, 2019.
- Review Mid-Year Data Collection prior to submitting to the DOE by February 28, 2019.
- Provide Mid-Year Data Report to submit to DOE due by February 28, 2019.
- Provide Formative Summary to submitting to the DOE by February 28, 2019.
- Provide Modifications per Formative prior to submitting to DOE April 30, 2019.
- Review End-of-Year Data Collection prior to submitting to the DOE by June 28, 2019.
- Provide End-of-Year Report to submit to DOE by June 28, 2019.
- Summative Evaluation Report to submit to the DOE due by July 31, 2019.
- Quantitative data will be collected and analyzed in the preparation of the reports.
    - Program enrollment and attendance records
    - Student demographics
    - Program operation data
    - Logs of program activities for students, adults/families of students.
    - Student schools records – attendance, academic and conduct grades.
    - Student / parent/ teacher surveys
    - Student Progress reports
    - Pre/post test for literacy/reading, math, and science.
    - Data on staff – demographics, student to staff ratio, training, turnover, and teacher certification.
    - Professional development activities evaluation
- Objective assessment
    - Pre/post test for literacy/reading, math, science including ORF
    - Pre/post test for fitness using PACER
    - Enrichment activities pre/post for guitar, Common Threads, voice/piano, lifeguarding classes, guard start and swimming.
    - Personal enrichment- pre/post College and Career Readiness Workshops
    - Adult Family Members participation
    - Completion of PBL activities and outcomes
- Qualitative data will consist of the following.
    - Information on quality of staff
    - Student, parent, staff interviews/feedback
- Data on partnerships and sustainability opportunities

Afterschool/ Program – cost *estimate:*

- Estimated cost for monthly monitoring, assistance and consultation meetings – 1.0 hours per week x 5 weeks x $75.00 =$375.00
- Estimated cost for Site Visits: 2 visits x $200.00 x 2 sites (HEA and JMMA) = $800.00
- Estimated cost for Formative Report and Evidence of Program Modification = (15 hours for Formative and 10 hours for Evidence of Program Modification) 25 hours x $75.00 = $1,875.00
- Estimated cost for Summative Report = 35 hours x $100.00 = $3,500.00 (Cost includes duplicating and binding of 5 copies.)
- Estimated cost for Mid-Year Data : 1 report X $103.00 = $103.00
- Estimated cost for End-of-Year Data 1 report X $103.00 = $103.00

Total cost for evaluation services during 2018-2019 = **$6,756.00**

12/13/18 — Oneyda M. Paneque, Ed.D. Date
Evaluation Consultant

12/14/18 — Sharon Dziedzic, Education Supervisor I Date
Department of Education & Community Services

EXHIBIT "B"
CITY OF HIALEAH
INSURANCE CHECK LIST

INSURANCE	LIMITS
X 1. WORKERS' COMPENSATION AND EMPLOYEE'S LIABILITY	STATUTORY LIMITS OF THE STATE OF FLORIDA
X 2. COMMERCIAL GENERAL LIABILITY PREMISES OPERATIONS INCLUDED; PRODUCTS AND COMPLETED OPERATIONS INCLUDED; INDEPENDENT CONTRACTORS (O.C.P.) INCLUDED; ELEVATORS INCLUDED; SUPERVISION EXCLUSION DELETED; PERSONAL INJURY LIABILITY INCL	$1,000,000 SINGLE LIMIT FOR BODILY INJURY AND PROPERTY DAMAGE COMBINED EACH OCCURRENCE
X 3. BROAD FORM PROPERTY DAMAGE ENDORSEMENT	
X 4. CONTRACTUAL INDEMNITY/HOLD HARMLESS ENDORSEMENT EXACTLY AS WRITTEN IN "INSURANCE REQUIREMENTS' OF SPECIFICATIONS	$1,000,000 SINGLE LIMIT FOR BODILY INJURY & PROPERTY DAMAGE COMBINED EACH OCCURRENCE
X 5. AUTOMOBILE LIABILITY OWNED NON-OWNED/HIRED AUTOMOBILES INCLUDED	$1,000,000 SINGLE LIMIT FOR BODILY INJURY & PROPERTY DAMAGE COMBINED EACH OCCURRENCE
X 6. UMBRELLA LIABILITY	$1,000,000 EXCESS OF ALL PRIMARY COVERAGE
__ 7. GARAGE LIABILITY	$1,000,000 SINGLE LIMIT FOR BODILY INJURY AND PROPERTY DAMAGE COMBINED EACH OCCURRENCE
__ 8. GARAGEKEEPER'S LEGAL LIABILITY	$100,000 EACH OCCURRENCE

X 9. THE CITY MUST BE NAMED BY ENDORSEMENT AS ADDITIONAL INSURED ON THE INSURANCE POLICY AND THE FOLLOWING MUST ALSO BE STATED ON THE CERTIFICATE. "THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY TO ALL OTHER COVERAGES THE CITY POSSESSES FOR THIS CONTRACT ONLY."

__ 10. TEACHERS PROFESSIONAL LIABILITY	$1,000,000 EACH CLAIM
__ 11. LIQUOR LEGAL LIABILITY	$1,000,000 EACH OCCURRENCE

__ 12. CROSS LIABILITY OR SEVERABILITY OF INTERESTS CLAUSE ENDORSEMENT

___13. XCU PROPERTY DAMAGE EXCLUSION DELETED AND THIS COVERAGE WILL PROVIDED

___14. BUILDERS RISK — FULL CONSTRUCTION COSTS OF THE PROJECT

___15. OTHER INSURANCE AS INDICATED BELOW:

X__16. THIRTY (30) DAYS CANCELLATION NOTICE REQUIRED

X__17. BEST'S GUIDE RATING — A-X OR BETTER OR ITS EQUIVALENT

__X__18. THE CERTIFICATE MUST STATE THE BID NUMBER AND TITLE

___19. CYBER LIABILITY — $1,000,000 EACH CLAIM

___ 20. POLLUTION LIABILITY — $1,000,000 EACH CLAIM

___21. ERRORS & OMMISSIONS/PROFESSIONAL LIABILITY — $1,000,000 EACH CLAIM