



Executive Committee Meeting
June 16, 2009; 8:00 a.m.
Conference Call

Committee Attendees: Octavio A. Verdeja, Jr. (attended via conference call); Yesenia Perkins (attended via conference call); Gerald K. Schwartz, Esq. (attended via conference call); Yvonne T. Johnson, M.D. (attended via conference); Dabney G. Park, Jr., Ph.D., (attended via conference); Walter Harvey (Board Attorney)

Committee Absentees:

Staff Attendees: Evelio Torres (President/CEO); Leena Pena; Angelo Parrino; Blythe Robinson; Melody Thelwell

I. Welcome and Introductions	Octavio A. Verdeja, Jr., Chair
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- O. Verdeja called the meeting to order.

II. Approval of April 16, 2009 Minutes	Octavio A. Verdeja, Jr., Chair
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- O. Verdeja called for the approval of the meeting minutes from 04/16/09.
 - G. Schwartz moved to approve the minutes of 04/16/09.
 - Motion was seconded by D. Park.
 - Motion was unanimously passed.

III. Resolutions	Octavio A. Verdeja, Jr., Chair
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- A. Parrino stated that Resolution 052609-03 was approved at the last Board meeting for the sub-recipient service contracts. At that time, the ELC had not been able to fully negotiate the Miami-Dade County contract. A contract negotiation meeting was then scheduled with Miami-Dade County with Board members Dr. Silvia La Villa, Jacqui Colyer, Lucy Piñeiro, Irene Taylor-Wooten and Yesenia Perkins present. During that negotiation, Miami-Dade County proposed an increase in the School Readiness and Inclusion and Assessment contract. An increase of \$102,381.04 was agreed upon for the Inclusion and Assessment contract, which would allow the County to pay for two interns and support the additional children that require screenings and assessments.
- E. Torres stated that the current amount for the Inclusion and Assessment contract was \$2666666.66. The increase of \$102381.04 would bring that contract total to \$2769047.70.
- A. Parrino stated that for the School Readiness contract, there would be no change to the dollar amount. Miami-Dade County requested an increase of \$500,000 for their administrative piece. In negotiations, the ELC explained they did not have the dollars to do that. The compromise suggestion was that Miami-



Dade County reduce its \$3.7 million dollar match by \$500,000 and transfer those dollars to its regular administrative budget. The reason this is possible for this year is because the ELC is using local tax dollars that qualify to use as a match. The ELC is using the dollars from The Children's Trust through the Quality Counts program as a match. Although the ELC would meet the match requirement, we would not have the \$500,000 in cash to provide the services. That would result in approximately 140 children that would not receive services throughout the next fiscal year.

- D. Park asked why Miami-Dade County needs the additional \$500,000.
- E. Torres stated that according to Miami-Dade County, it needs \$500,000 because its costs are high and it has union contracts that require increases be given to staff. In order for the County to comply with eligibility at 100% and keep a certain accuracy level, it would need the additional money. This contract is the last year of a three year contract and Miami-Dade County's view is that it has not received an increase since the three year contract was signed. E. Torres stated that he reminded the County that there was an increase of \$900,000 in the first year of the contract for all three years.
- O. Verdeja asked what the worst case scenario would be should the Board refuse the negotiations.
- A. Parrino stated that Miami-Dade County would then come back with a proposal with what level of services the ELC would be able to buy without the \$500,000.
- E. Torres stated that according to Miami-Dade County, they would give a lower level of eligibility and accuracy would be given, instead of 100% perhaps 75%. Of course, this is not acceptable under federal or state guidelines. The bottom line is that according to Miami-Dade County the ELC would see a decrease in the level of service.
- D. Park asked if this was the third year of a three year contract.
- E. Torres confirmed that this was the third year of a three year contract. However, before the contract is signed each year the ELC has the opportunity to negotiate with Miami-Dade County and move things on the contract. In this case, the County came with a request for additional dollars.
- D. Park stated that he doesn't see why the answer just can't be no.
- E. Torres stated that saying no to Miami-Dade County was an option. He stated that the other point made during the negotiations was that originally when the contract was signed for year one, the electronic attendance was proposed however this didn't happen due in part to the State system not having compalibility. Also, there were ten eligibility offices in the County and now there were only three eligibility offices. He stated that Miami-Dade County had gone from 230 to about 135 staff.
- D. Park stated that this is why the ELC should be dealing with more than one vendor.



- Y. Johnson asked if by approving the additional dollars Miami-Dade County would continue the same level of service.
- E. Torres stated that was the understanding at the negotiation meeting. However after the meeting Phyllis Tynes-Saunders said it would be difficult to keep the same level of service with \$500,000 and Miami-Dade County would come back with a proposal of \$613,000.
- D. Park asked if by contract Miami-Dade County was not already obligated to provide a full level of service.
- E. Torres stated that if the County signs the contract for the third year, yes it is obligated.
- Y. Johnson recalled that at the last Board meeting, Miami-Dade County didn't necessarily state its level of accuracy would be compromised, just how quickly it would be able to respond to clients, etc. She asked if rather than reducing the number of slots, if a longer response rate would be something to consider.
- E. Torres stated this particular contract would remain the same at \$9.7 million dollars.
- Y. Perkins stated that at the contract negotiation meeting she interjected and stated that the ELC's hands are tied. There is nothing to add to administrative. Immediately, Miami-Dade County responded that there would have to be office and administrative cuts. At that point, E. Torres had stated that service cannot be compromised and suggested negotiation of the match.
- D. Park asked when the contract would have to be finalized.
- E. Torres stated the contract is effective July 1st so that would only allow a few weeks to finalize.
- G. Schwartz stated that the ELC should go back to the County Manager. Miami-Dade County would have to come up with some money.
- O. Verdeja stated that if the ELC is asking for more services and the \$102,381.04 is to pay for those additional services then that's the way it should be and the ELC should pay it. However, if Miami-Dade County has issues with their union and salary increases, that should have been anticipated beforehand. He stated his concern is that if the ELC says yes to this increase it allows future increase requests, all of which there are just no funds for.
- E. Torres stated that at the end of this three year contract, the Board would have to make a decision on whether or not to do an RFP or if they would give the contract to Miami-Dade County through a no bid process since it is a government agency. He stated that if the ELC decides to do an RFP they must do it very early on. If the ELC is not going to do an RFP they must negotiate the



contract with Miami-Dade very early on as well, as it's assumed that they will have additional increases.

- E. Torres stated the contract is a one year contract for \$107 million but the administrative part is for \$9.7 million the remaining is for slots.
- O. Verdeja stated that in contract negotiations, why would one risk the chance of losing the contract by requesting additional dollars than what was originally agreed upon.
- G. Schwartz asked if there is anyone else besides Miami-Dade County that can provide the same services.
- E. Torres stated that the issue is the \$3.7 million local match that is given by Miami-Dade County. However, the State would allow the ELC to use the dollars given by The Children's Trust, and therefore that would resolve the match issue.
- O. Verdeja asked if in the case of the \$102,381.04 for the Inclusion and Assessment contract, are there additional services that we would be receiving.
- E. Torres confirmed.
- O. Verdeja motioned to approve the additional \$102,381.04 for the Inclusion and Assessment contract.
 - G. Schwartz moved to approve the motion.
 - Motion was seconded by D. Park.
 - Motion was unanimously passed.
- E. Torres stated that the suggestion for the School Readiness contract was to reduce the local match provided by Miami-Dade County from \$3.7 million to \$3.2 million, leaving the administrative cost the same on the contract at \$9.7 million, but having to reduce the amount by approximately 140 due to the cash match of \$500,000. The match would be made up by dollars received by The Children's Trust.
- G. Schwartz suggested sitting with the County to discuss this.
- E. Torres stated he could request a meeting for the Executive Committee to sit with the County Manager, but that would have to happen pretty quickly.
- All committee members agreed.
- G. Schwartz asked if Commissioner Seijas should be asked to attend.
- E. Torres stated that Commissioner Seijas really understands some of the issues and it might be helpful to invite her to attend. He stated that because all meetings are public meetings all Board members would be notified of the meeting.
- D. Park stated that Commissioner Seijas might have a difference of opinion than that of the Executive Committee.



- O. Verdeja stated that the School Readiness contract would be readdressed after a meeting with the County Manager.
- A. Parrino stated that the last piece of the resolution is to move \$600,000 from the Wesley House contract under Voluntary Pre-Kindergarten, to Miami-Dade County slots. This would require a vote from the Executive Committee.
- O. Verdeja motioned to approve the increase of \$600,000 to VPK slots.
 - Y. Johnson moved to approve the motion.
 - Motion was seconded by Y. Perkins.
 - Motion was unanimously passed.

IV. Informational Items	Octavio A. Verdeja, Jr., Chair
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- A. Parrino stated the ELC would be adding \$2 million in slots to the current Miami-Dade County contract. He stated that the money must be added now as the ELC is projecting, since the contract is terminating.
- E. Torres stated that the Program & Strategy Committee would be meeting on June 23rd to address reducing the number of children enrolled. He stated that once this goes through the Program & Strategy Committee meeting, it will then go to the Finance Committee, and then to the Board.
- O. Verdeja stated that since there was a good possibility that W. Harvey would be appointed as legal counsel for Miami-Dade County, he could very well be resigning as legal counsel for the ELC. He stated that the ELC should start planning to set up a group that would interview attorneys from Gray-Robinson as well as other firms.
- W. Harvey stated that if he is appointed as this position with Miami-Dade County, he would still have approximately two months with the ELC. He is willing to help in any way possible to secure a replacement.

V. Public Comments	Octavio A. Verdeja, Jr., Chair
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VI. Adjourn	Octavio A. Verdeja, Jr., Chair
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