

# City of Miami Gardens

## SUMMER YOUTH EMPLOYMENT PROGRAM FUNDING AGREEMENT

This AGREEMENT ("Agreement") is entered into this 22 day of April 2019 between the **CITY OF MIAMI GARDENS** (the "CITY"), having an address of 18605 NW 27th Avenue, Miami Gardens, Florida 33056, and the **SOUTH FLORIDA WORKFORCE INVESTMENT BOARD** (the "SFWIB") having an address of 7300 Corporate Center Drive Suite 500, Miami, FL 33126 (Collectively referred to as the "Parties").

**WHEREAS**, the City Council authorized the CITY to partner with the SFWIB to provide funding for a Summer Youth Employment Program ("Program"), and

**WHEREAS**, students who participate in the Program will be residents of Miami Gardens between the ages of 15 and 18 ("Youth"), and

**WHEREAS**, businesses that participate in the Program must be located within the City of Miami Gardens ("Businesses"),

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **TERM.** This Agreement shall be effective for a term which commences on April 22, 2019 and ends on August 11, 2019, irrespective of the date of execution, unless terminated earlier pursuant to this Agreement. The parties agree to comply with the terms of the Agreement, as long as all services are rendered within the term of this Agreement.
2. **DUTIES AND RESPONSIBILITIES.**
  - A. **Duties of the CITY.**
    1. The CITY shall pay the SFWIB up to **\$150,000.00** to fund the Program. One of the SFWIB's youth service providers will deliver services to eligible youth ages 15-18 years of age, which include, but are not limited to, intake, eligibility determination, work readiness and referral to work sites.
    2. The CITY shall only pay the SFWIB upon receipt and approval of documentation that provides the identity of eligible youth participating in the Program, hourly wage paid to the said youth and number of hours the youth worked.
    3. The CITY shall have no obligation to pay any monies unless it receives all required documentation. The CITY shall make payment to the SFWIB within thirty (30) days of receiving the required documentation.
    4. The CITY shall only pay the SFWIB for the hours youth attended in work skills training and hours worked at various worksites.
    5. In no event shall any of the youth who participate in the Program be deemed employees of the CITY or the SFWIB.
    6. Any funds that are not used by the SFWIB to fund the Program as set forth herein shall be repaid to the City.

## **B. Duties of the SFWIB.**

The SFWIB, through its contracted youth service provider, shall:

1. Register City of Miami Gardens youth residents ages 15-18 into the City of Miami Gardens Summer Employment Program.
2. Recruit and engage businesses in the City of Miami Gardens to participate in the summer youth employment Program.
3. Collect documentation and maintain data about Program participants as proof of Program eligibility.
4. Provide 140 hours of paid work experience, which includes 20 hours of Pre-Employment Work Readiness Training, to all youth participants working with local businesses in the City of Miami Gardens. All youth will be paid \$9.00 per hour (no overtime permitted).
5. Provide matching funds of up to **\$150,000.00** to be paid towards participant costs.
6. Provide a detailed report to the CITY that identifies the businesses and youth participating in the Program no later than September 30, 2019.
7. Provide a detailed cost reimbursement invoice to the CITY showing how all money contributed by the CITY has been used.
8. Seek to ensure that youth who participate in the Program are properly compensated and that it and all businesses comply with all local, state and federal employment regulations.
9. Monitor Program activity and performance of the businesses and report Program activity and performance to the CITY.
10. Maintain appropriate documentation such as proof of residency, U.S. citizenship/ authorization to work in U.S, and proof of age all participants in the Program. The required documentation consists of a utility bill (water, cable, FPL, telephone) current lease agreement, voters registration card, health insurance card, current State of Florida issued ID/ driver license, school picture ID, current State of Florida vehicle registration, current U.S. issued passport, birth certificate, social security card and other supporting documents to determine residency, income, age, and citizenship on case by case basis.
11. Seek to ensure the safety of all youth who participate in the Program.
12. Ensure that appropriate federal forms are completed and pay any and all taxes and Social Security payments that may be due and owing.

## **3. INDEMNITY.**

The **SFWIB** shall indemnify and hold harmless the CITY, its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY and its officers, employees, agents, servants, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this

Agreement by the **SFWIB** or the **SFWIB's** officers, employees, agents, or servants. The **SFWIB** shall pay all claims and losses of any kind in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of section 768.28 Florida Statutes, subject to the provisions of that statute whereby the **SFWIB** shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000.00, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the **SFWIB** arising out of the same incident or occurrence which exceeds the sum of \$300,000.00 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the **SFWIB** or the **SFWIB's** officers, employees, or servants.

The **CITY** shall indemnify and hold harmless the SFWIB, its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the SFWIB and its officers, employees, agents, servants, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the **CITY** or the **CITY'S** officers, employees, agents, or servants. The **CITY** shall pay all claims and losses of any kind in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the SFWIB, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of section 768.28 Florida Statutes, subject to the provisions of that statute whereby the **CITY** shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000.00, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the **CITY** arising out of the same incident or occurrence which exceeds the sum of \$300,000.00 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the **CITY** or the **CITY'S** officers, employees, or servants.

#### **4. INSURANCE.**

The SFWIB shall provide and maintain general liability insurance coverage, for personal injury and property damage in the minimum amount of One Million Dollars (\$1,000,000.00) combined single limit.

The SFWIB shall also be required to provide and maintain, during the life of the Agreement, comprehensive automobile liability insurance coverage for bodily injury and property damage in the minimum amount of Five Hundred Thousand Dollars (\$500,000.00) combined single limit.

The SFWIB shall also provide the CITY with proof that the SFWIB has workers' compensation insurance in an amount, which satisfies the requirements of Florida Law, for any employee of the SFWIB.

#### **5. MAINTENANCE OF RECORDS.**

A. All parties shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this Agreement including supporting documentation for any service rates, expenses, researching 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 Agreement.

- B. All parties and 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 Agreement.
- C. In the event that any party should become involved in a legal dispute with a third party arising from performance under this Agreement, the other party shall extend the period of maintenance for all records relating to this Agreement until the final disposition of the legal dispute, and all such records shall be made readily available to said party.

**6. TERMINATION.**

The CITY may for its convenience and without cause, terminate this Agreement by giving the SFWIB written notice at least thirty (30) days prior to the effective date of the termination.

The CITY may terminate this Agreement for cause immediately and without prior notice to the SFWIB should the CITY determine that the SFWIB has breached any provision of this Agreement. Should the CITY terminate this Agreement for cause, the CITY shall provide notice as soon as possible to the SFWIB.

The SFWIB may terminate this Agreement by giving the CITY written notice at least thirty (30) days prior to the effective date of termination.

In the event of termination or expiration of this Agreement, the SFWIB and the CITY shall cooperate in good faith in order to effectuate a smooth and harmonious transition from the SFWIB to the CITY or to any other person or entity the CITY may designate, and to maintain during such period of transition the same services provided to the CITY pursuant to the terms of this Agreement, the SFWIB will take all reasonable and necessary actions to transfer all of the CITY'S records, etc. and data in its possession, in an orderly fashion, to either the CITY or its designee in a hard copy and computer format.

If either party terminates this Agreement, the CITY shall only be responsible for payment for services provided through the date of termination, based upon documentation provided to the CITY by the SFWIB and approved by the CITY. The SFWIB has thirty (30) days after the date of termination to provide the CITY with all necessary documentation for said payment.

- 7. **INDEPENDENT CONTRACTOR.** The SFWIB is an independent contractor. No party is an employee or agent of any other party. Nothing in this Agreement shall be interpreted to establish any relationship other than that of independent contractors between the SFWIB and the CITY, or between their respective employees, agents, subcontractors, partners, or assigns, during or after the performance of this Agreement.
- 8. **NOTICE.** Notice shall be deemed given when personally delivered, faxed with a fax return or seventy-two (72) hours after deposit in the United States mail postage prepaid, return receipt requested, addressed as follows:

**FOR SOUTH FLORIDA WORKFORCE INVESTMENT BOARD:**

Rick Beasley, Executive Director  
South Florida Workforce Investment Board  
The Landing at MIA

7300 Corporate Center Drive, Suite 500  
Miami, Florida 33126-1234

**FOR CITY:**

Cameron Benson, City Manager  
City of Miami Gardens  
18605 NW 27th Avenue  
Miami Gardens, Florida 33056

With a copy to:

Sonja K. Dickens, City Attorney  
18605 NW 27th Avenue  
Miami Gardens, Florida 33056

**9. PUBLIC RECORDS.**

The SFWIB shall allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, made or received by the SFWIB in connection with this Agreement, except that public records which are made exempt and/or confidential from public records disclosure by law must be protected from disclosure and includes, but is not limited to, criminal history information derived from the U.S. Department of Justice.

Pursuant to section 119.0701 of the Florida Statutes, the SFWIB shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;
- (b) Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the SFWIB does not transfer the records to the CITY; and
- (d) Meet all requirements for retaining public records and transfer to the CITY, at no cost to the CITY, all public records created, received, maintained and/or directly related to the performance of this Agreement that are in possession of the SFWIB upon termination of this Agreement. Upon termination of this Agreement, the SFWIB shall destroy any duplicate public records that are exempt and/or confidential from public records disclosure requirements. All records stored electronically must be provided to the SFWIB in a format that is compatible with the SFWIB's information technology systems.

For purposes of this Article, the term "public records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless

of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of the SFWIB's official business.

**IF THE CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SFWIB'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Mario Bataille, City Clerk  
City of Miami Gardens  
18605 N.W. 27<sup>th</sup> Avenue  
Miami Gardens, Florida 33056  
Phone: (305) 622-8000**

**10. MISCELLANEOUS.**

General Provisions

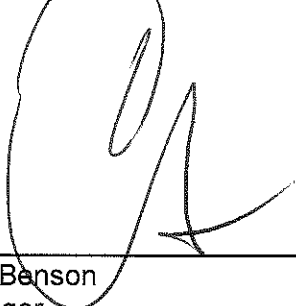
- A. The SFWIB and CITY agree to comply with all laws, statutes, ordinances, rules, and regulations of the United States, the State of Florida, Miami-Dade County, the City of Miami Gardens, and any other governmental body with applicable jurisdiction.
- B. This Agreement constitutes the entire agreement between the parties and supersedes all prior written or oral statements, understandings, or agreements.
- C. This Agreement shall be interpreted and governed by Florida Law. Any actions, suits, or claims that may arise pursuant to this Agreement shall be brought and venue shall lie in Miami-Dade County, Florida.
- D. No consent or waiver, whether expressed or implied, by either party to this Agreement to, of or for any breach or default by the other party in performance of its obligations hereunder shall be deemed or construed to be a consent or waiver to, of or for any other breach or default in performance by such other party of the same or any other obligation of such party hereunder. Failure on the part of either party to complain of any act or failure of the other party to this Agreement to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.
- E. All rights, privileges and remedies afforded the parties by this Agreement shall be deemed cumulative and not exclusive. In the event of a breach of or other failure to perform as required under this Agreement, the party not breaching or defaulting shall, in addition to all rights and remedies hereunder provided, have all rights and remedies available in law or in equity.
- F. If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, such results shall not affect the other terms and provisions of this Agreement or applications thereof which can be given effect without the relevant term, provision, or application, and to this end the parties agree that the provisions of this Agreement are and shall be severable.

- G. The SFWIB and the individual executing this Agreement on behalf of the SFWIB, warrants to the CITY that the SFWIB possesses all of the required licenses and certificates of competency required by the State of Florida and Miami-Dade County to perform the work herein described.
- H. This Agreement does not establish a partnership, joint venture, agency, sales representative or employment relationship between the parties hereto.
- I. There are no third party beneficiaries, intended or unintended, to this Agreement.
- J. In the event of acts of God, terrorism or force majeure, the SFWIB and the CITY shall be relieved of responsibilities under this Agreement and the SFWIB will retain all monies received in connection with and be paid for services performed under this Agreement, through the date of the occurrence of the force majeure act.
- K. No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.
- L. The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the parties' further intention that this Agreement be construed liberally to achieve its intent.
- M. Should any dispute arise hereunder, the prevailing party shall be entitled to recover, against the non-prevailing party, all costs, expenses and attorney's fees incurred by the prevailing party in such dispute, whether or not suit be brought, and such right shall include all of such costs, expenses and attorney's fees through all appeals or other actions.
- N. The SFWIB shall keep all books, records and rosters in accordance with regularly accepted accounting procedures, and shall make those documents available to the CITY for inspection and audit at a location determined by the SFWIB and upon reasonable notice to the SFWIB.
- O. The CITY and the SFWIB agree to comply with the Florida Minimum Wage laws, Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1964, the Fair Labor Standards Act, the Americans with Disabilities Act, Chapter 11A of the Code of Miami-Dade County and related regulations, and assure that they do not, and will not discriminate against any youth because of or on the basis of gender, race, color, religion, ethnic or national origin, political beliefs, marital status, age, sexual orientation, social and family background, linguistic preference or disability.
- P. This Agreement sets forth the full and complete understanding of the Parties as of and supersedes any and all negotiations, agreements, and representations made or dated prior to this Agreement.


**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

**City of Miami Gardens**

**SOUTH FLORIDA WORKFORCE INVESTMENT BOARD**

By:   
Cameron Benson  
City Manager


Date: 5/6/2019

By:   
Rick Beasley  
Executive Director

Date: 6/14/19

ATTEST:

By:   
Mario Bataille, City Clerk

Approved as to Legal form:  
By:   
City Attorney

Address: 7300 Corporate Center Drive, Suite 500  
City, State Zip: 33126-1234

Phone Number: (305) 929-1501  
E-mail: rick.beasley@careersourcesfl.com

South Florida Workforce Investment Board  
Business Name (if applicable)

20-4957175  
Tax Id #