

City of Homestead

SUMMER YOUTH EMPLOYMENT PROGRAM FUNDING AGREEMENT

This AGREEMENT ("Agreement") is entered into this 22nd day of April 2019 between the **CITY OF HOMESTEAD** (the "City"), having an address of 100 Civic Court, Homestead, Florida 33030, 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 City of Homestead between the ages of 15 and 18 ("Youth"), and

WHEREAS, businesses that participate in the Program ("Businesses") will be located within the City of Homestead,

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 agree as follows:

1. **TERM.** This Agreement shall start on April 22, 2019 and end on August 11, 2019, irrespective of the date of execution, unless terminated earlier pursuant to this Agreement.

2. **DUTIES AND RESPONSIBILITIES.**

A. Duties of the CITY.

1. The City shall pay the SFWIB up to **fifty thousand dollars (\$50,000.00)** to fund the Program for the hours youth attended in work skills training and hours worked at various worksites.
2. The City shall 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 youth and the number of hours the youth worked or attended work skills training.
3. The City shall have no obligation to pay any monies until the SFWIB transmits all required documentation. The City shall pay the SFWIB within thirty (30) days of receipt of such documentation.

B. Duties of the SFWIB.

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

1. Register Youth into the Program.
2. Recruit and engage Businesses to participate in the 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 skills training, to Youth working with Businesses.
5. Provide matching funds of up to **fifty thousand dollars (\$50,000.00)** 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 that specifies the hours the Youth attended in work skills training and hours worked at the various worksites. Invoices shall be sent to the attention of Jason King, City of Homestead, 100 Civic Court, Homestead, Florida 33030.
8. Seek to ensure that Youth 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 or authorization to work in U.S, and proof of age all participants in the Program. Such documentation consists of a utility bill (water, cable, FPL, telephone) current lease agreement, voter's 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 or other supporting documents that may be used to determine residency, income, age, and citizenship.
11. Seek to ensure the safety of all Youth.
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 Parties shall be fully responsible for their own acts of negligence, or their respective agent's acts of negligence when acting within the scope of their employment, and shall be liable for all attorneys' fees and damages proximately caused thereby; provided, however, that the Parties' liability is subject to the monetary limitations and defenses imposed by Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the parties, nor shall anything herein be construed as consent by the parties to be sued by any third party for any cause or matter arising out of or related to this Agreement.

Term of Indemnification. The provisions of this indemnification shall survive the expiration or termination of this Agreement

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) per occurrence and (\$3,000,000) per aggregate. The General Liability shall be endorsed to add the

City of Homestead as Additional Insured in accordance with the policy provisions of the General Liability policy.

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

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

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 pay 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.

Notwithstanding the above, if the City terminates this Agreement for cause and requires the SFWIB to maintain services during any period of transition to another person or entity, the City shall pay the SFWIB for all costs incurred during such transition period.

7. **INDEPENDENT CONTRACTOR.** The City's sole role under this Agreement is to provide funds to SFWIB to fund the Program. 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 OF HOMESTEAD:

George Gretsas, City Manager
City of Homestead
100 Civic Court
Homestead, Florida 33030

With a copy to:

Matthew Pearl, Esq.
City Attorney
Weiss Serota Helfman
Cole & Bierman, P.L.
200 E. Broward Blvd
Suite 1900
Fort Lauderdale, Florida 33301

9. **PUBLIC RECORDS.**

1. The SFWIB shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by the SFWIB in connection with this Contract, except that public records which are made confidential or exempt from public record disclosure by law must be protected from disclosure and include, but is not limited to criminal history information derived from the U.S. Department of Justice. The SFWIB's failure to allow such public access shall result in the immediate termination of this Contract or any renewal. The SFWIB shall maintain public records stored in electronic record keeping systems in accordance with Chapter 119, Florida Statutes, and Rule IB-26.003 of the Florida Administrative Code.
2. Pursuant to section 119.0701, Florida Statutes, the SFWIB shall:

- a) Keep and maintain public records required by the SFWIB to perform the services;
 - 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 and exempt 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 Contract that are in possession of the SFWIB upon termination of this Contract. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the City's information technology systems.
3. For purposes of this Section, 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 City's or SFWIB's official business.

4. **IF THE SFWIB 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:**

Office of Custodian of Public Records:

Elizabeth Sewell, City Clerk

Mailing Address: 100 Civic Court, Homestead, Florida 33030

Telephone Number: (305) 224-4442

Email: esewell@cityofhomestead.com

10. **MISCELLANEOUS.**

General Provisions

- A. The Parties shall comply with all laws, statutes, ordinances, rules, and regulations of the United States, the state of Florida, Miami-Dade County, the City of Homestead, 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 are 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 will, 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 other force majeure, the SFWIB and the City shall be relieved of responsibilities under this Agreement and the SFWIB shall retain all monies received in connection with and paid for services performed under this Agreement, through the date of the occurrence of acts of God, terrorism or other force majeure.
- 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. 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 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 attorneys' 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 attorneys' 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.

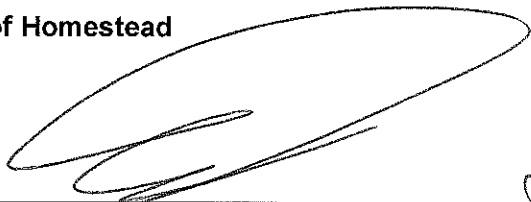
- O. The Parties shall comply with the all applicable state, federal and local laws, including, but not limited to, the Florida Minimum Wage laws, Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1964, the Fair Labor Standards Act, the Americans with Disabilities Act, Chapter 11A of the Code of Miami-Dade County and related regulations. The Parties each assure that they do not, and will not discriminate against any youth because of or on the basis of gender, race, color, religion, ancestry, national origin, sex, pregnancy, political beliefs, marital status, familial status, age, sexual orientation, social and family background, linguistic preference, disability, gender identity or expression, or status as a victim of domestic violence, dating violence or stalking.
- P. In no event shall any of the youth who participate in the Program be deemed employees of the City or the SFWIB.
- Q. All youth will be paid \$9.00 per hour (no overtime permitted).
- R. This Agreement sets forth the full and complete understanding of the Parties as of **April 22nd, 2019**, and supersedes any and all negotiations, agreements, and representations made or dated prior to this Agreement.

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

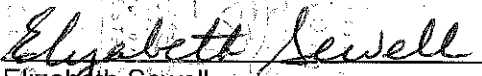
City of Homestead

SOUTH FLORIDA WORKFORCE INVESTMENT BOARD

By: 
George Gretsas
City Manager

By: 
Rick Beasley
Executive Director

ATTEST:

By: 
Elizabeth Sewell
City Clerk

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

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

Approved as to Legal form:

South Florida Workforce Investment Board
Business Name (if applicable)

By: 
City Attorney

20-4957175
Tax Id #