

CITY OF HOMESTEAD

SUMMER YOUTH EMPLOYMENT PROGRAM FUNDING AGREEMENT

This AGREEMENT ("Agreement") having an effective date of 09 day of February, 2024 (the "Effective Date") between the City of Homestead ("City"), having an address of 100 Civic Court, Homestead, Florida 33030, and the South Florida Workforce Investment Board ("SFWIB") d/b/a CareerSource South Florida 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 must reside within City Limits of the City of Homestead and be between the ages of 15 and 18 ("Youth"), and

WHEREAS, businesses that participate in the Program must be located within City limits of the City of Homestead ("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 the Effective Date, and concludes on May 1, 2024, unless terminated earlier pursuant to this Agreement. The Program's programming itself will commence on June 10, 2023 and end on August 11, 2023, 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 50% of the administrative and participant costs necessary to fund the Program, but in no event shall that amount exceed \$50,000.00 (the "Funding"). SFWIB 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. The City's contribution to the Program shall not exceed the amount of the funding.
 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, number of hours the Youth worked and proof of business participation via a letter/email from the organization confirming participation. Moreover, SFWIB shall provide the City with a detailed performance summary report, which shall include, but is not limited to: the demographics of participating youth, job descriptions of the positions extended to youth participants from participating businesses, skills and/or vocations acquired by youth participants, and the descriptions and business sectors of participating businesses.
 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 the Youth attended in work skills training, hours worked at various worksites, and FICA/MICA.
5. In no event shall any of the Youth who participate in the Program be deemed employees of the City or the SFWIB.
6. The City reserves the right to seek repayment of any funds that are not used by SFWIB to fund the Program, as set forth herein.

B. Duties of the SFWIB.

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

1. Register City of Homestead Youth residents ages 15-18 into the City of Homestead Summer Employment Program.
2. Recruit and engage businesses in the City of Homestead 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 Training for work readiness, to all Youth participants working with local businesses in the City of Homestead. All Youth will be paid \$13.88 per hour (no overtime permitted). Additionally, budgeting and investment-centered financial education will be provided to the Youth.
5. Provide matching funds of up to \$50,000.00 to be paid towards half of the administrative and participant costs of the Program.
6. Provide a final detailed report to the City that identifies the businesses and Youth participating in the Program by March 1, 2024.
7. Provide a detailed cost reimbursement invoice to the City showing the hours the Youth attended in work skills training and financial education, and hours worked at the various worksites, as well as provide a detailed breakdown of the administrative costs of the Program. All invoices shall be paid by the City within 30 days of receipt an acceptance of all reports required herein.
8. Seek to ensure that Youth who participate in the Program are properly compensated according to the requirements provided for in Paragraph B (4) 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 business participation via a letter/email from the organization confirming participation, proof of residency, U.S. citizenship/authorization to work in U.S. and proof of age of all participants in the Program. The required 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 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 required federal forms are completed and pay any and all taxes and Social Security payments that may be due and owing.

3. **INDEMNITY.**

Each party shall indemnify and hold harmless the other, its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, suits, actions, losses, damages, costs, and expenses, including attorneys' fees and costs of defense, which the either party 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 other party, its officers, employees, agents, service providers, subcontractors, or servants. Each party 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 other party, 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 parties 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, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by either party arising out of the same incident or occurrence which exceeds the sum of \$300,000 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 either party's officers, employees, or servants.

Nothing in this Agreement shall be deemed or treated as a waiver of any immunity to which it is entitled by law, including but not limited to sovereign immunity, as set forth in section 768.28, Florida Statutes.

4. **INSURANCE.**

The SFWIB shall provide and maintain commercial general liability insurance coverage, for bodily injury, personal injury and property damage in the minimum amount of One Million Dollars (\$1,000,000.00) limit per occurrence and Three Million Dollars (\$3,000,000) Aggregate. SFWIB coverage shall be primary and non-contributory to City's insurance; Further, the City shall be named as an additional insured with a waiver of subrogation for the City's benefit.

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 One Million Dollars (\$1,000,000) combined single limit.

In compliance with and subject to the limitations of Florida Statutes, Section 768.28 and Chapter 440, provisions have been made for Miami-Dade County's Internal Services Department, Risk Management Division to process any claims that may arise against or involving SFWIB with respect to workers' compensation and the same protection will be afforded as would be provided by a policy of for any employee of the SFWIB.

The SFWIB shall also be required to provide and maintain, during the life of the Agreement, Excess Liability coverage with minimum Two Million Dollars (\$2,000,000) limit.

The SFWIB shall also be required to provide and maintain, during the life of the Agreement, Professional Liability coverage with minimum One Million Dollars (\$1,000,000) per Claim and Three Million Dollars (\$3,000,000) Aggregate limits;

The SFWIB shall also be required to provide and maintain, during the life of the Agreement, Abusive Conduct Liability coverage with minimum One Million Dollars (\$1,000,000) per Claim and Three Million Dollars (\$3,000,000) Aggregate limits;

All insurance requirements and obligations shall inure to any subcontractor or service provider charged by SFWIB with administering the Program or any portion of the Program.

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 in accordance with the "Public Records Act" as provided for below.

FLORIDA PUBLIC RECORDS LAW

The Parties understand the broad nature of Florida's public records laws and shall comply with same and other laws relating to records retention. The Parties shall keep and maintain public records as required by law for performance of services encompassed in this Agreement. The Parties and their subcontractors must make available, upon request of a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records in their possession that are directly pertinent to this Agreement for the purpose audits, examinations, excerpts, and transcriptions. Upon request from the custodian of public records, each party must provide 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 chapter 119, Florida Statutes, or as otherwise provided by law. The Parties shall ensure that public records that are exempt and/or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of the contract if the party does not transfer the records. The Parties shall retain all records for no less than five (5) years after final payment is made or received and all pending matters are completed unless other applicable state or federal law requires a lengthier retention period. Exempt or confidential information should not be disclosed unless authorized by law. Upon completion of the Agreement, the parties shall transfer, at no cost, all public records in possession of that party or keep and maintain public records required by the Parties perform the services encompassed in this Agreement. The parties shall meet all applicable requirements for retaining public records. All records stored electronically must be provided, upon request from the custodian of public records, in a format that is compatible with the information technology systems of the requesting party.

IF THERE ARE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, EACH PARTY MAY CONTACT THEIR CUSTODIAN OF PUBLIC RECORDS.

- 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. E-VERIFY

By entering into this Contract, the parties and their Subcontractors are jointly and severally obligated to comply with the provisions of Section 448.095, Florida Statutes, as amended, titled "Employment Eligibility." The parties affirm that (a) it has registered and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees; (b) it has required all Subcontractors to this Contract to register and use the E-Verify system to verify the work authorization status of all new employees of the Subcontractor; (c) it has an affidavit from all Subcontractors to this Contract attesting that the Subcontractor does not employ, contract with, or subcontract with, unauthorized aliens; and (d) it shall maintain copies of any such affidavits for duration of the Contract.

If either party has a good faith belief that the other party has knowingly violated Section 448.09(1), Florida Statutes, then either party shall terminate this contract in accordance with Section 448.095(5)(c), Florida Statutes. In the event of such termination the party agrees and acknowledges that it may not be awarded a public contract for at least one (1) year from the date of such termination and that the party shall be liable for any additional costs incurred by the other party because of such termination.

In addition, if either party has a good faith belief that a Subcontractor has knowingly violated any provisions of Sections 448.09(1) or 448.095, Florida Statutes, but the party has otherwise complied with its requirements under those statutes, then the party agrees that it shall terminate its contract with the Subcontractor upon receipt of notice from the other party of such violation by Subcontractor in accordance with Section 448.095(5)(c), Florida Statutes.

Any challenge to termination under this provision must be filed in the Circuit or County Court by either party, or Subcontractor no later than twenty (20) calendar days after the date of contract termination. Public and private employers must enroll in the E-Verify System (<http://www.uscis.gov/e-verify>) and retain the I-9 Forms for inspection.

7. TERMINATION.

Either party may for its 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.

Either party may terminate this Agreement for cause immediately and without prior notice should that party determined that the other party breached any provision of this Agreement. Should the Agreement be terminated for cause, the terminating party shall provide notice as soon as possible to the other party.

In the event of termination or expiration 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.

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 SFWIB for all reasonable costs incurred during such transition period within thirty (30) days after the period of transition is completed.

8. **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 and is not an agent or employee of the City. Accordingly, SFWIB, its employees, officers, subcontractors, service providers, and agents and the Youth shall not attain nor be entitled to any rights or benefits of the City, nor any rights generally afforded to employees of the City. The SFWIB further understands that Florida Workers' Compensation benefits available to employees of the City are not available to SFWIB, its employees, and agents, and the Youth, and agrees to provide workers' compensation insurance for any employee or agent of SFWIB rendering services under this Agreement. 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.
9. **NOTICE.** All notices hereunder shall be given in writing by registered or certified mail, return receipt requested, postage prepaid, addressed to the Parties at the following respective addresses, or at such other address as may be designated in writing by either Party to the other, and shall be deemed delivered for all purposes hereunder upon deposit of same into the United States mail:

FOR SOUTH FLORIDA WORKFORCE INVESTMENT BOARD:

Rick Beasley, Executive Director
South Florida Workforce Investment Board
d/b/a CareerSource South Florida
The Landing at MIA
7300 Corporate Center Drive, Suite 500
Miami, Florida 33126-1234

FOR CITY OF HOMESTEAD:

Jerry Estrada, 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

10. MISCELLANEOUS.

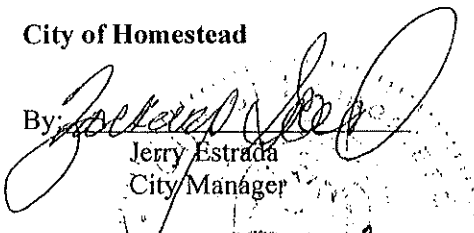
General Provisions

- A. All obligations of SFWIB under and pursuant to this Agreement shall inure to any subcontractor or service provider contracted by, working with, or otherwise used by SFWIB to implement the Project.
- B. 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 Homestead, and any other governmental body with applicable jurisdiction.
- C. This Agreement constitutes the entire agreement between the parties and supersedes all prior written or oral statements, understandings, or agreements.
- D. 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. The Parties voluntarily waive any right to trial by jury in the event of litigation between the Parties, which in any way arises out of this Agreement.
- E. 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.
- F. 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.
- G. 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.
- H. Both parties and the individuals executing this Agreement on their behalf warrants that they possess 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.
- I. This Agreement does not establish a partnership, joint venture, agency, sales representative or employment relationship between the parties hereto.
- J. There are no third party beneficiaries, intended or unintended, to this Agreement.
- K. 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.

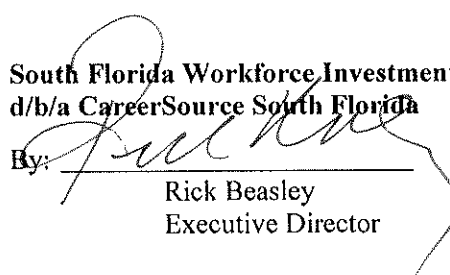
- L. No prior statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Agreement contains the entire 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.
- M. 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.
- N. Both parties agree to permit the other to examine all records which are, in any way, related to the Services provided and this Agreement, and grants the right to audit any books, documents and papers of the other party that were generated during the course of the administration of this Agreement. Both parties shall maintain the records, books, documents and papers associated with this Agreement in accordance with the "Public Records Act", and in accordance with the Florida Statutes.
- 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 the Effective Date, and supersedes any and all negotiations, agreements, and representations made or dated prior to this Agreement.

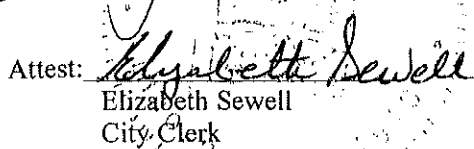
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

City of Homestead

By: 
 Jerry Estrada
 City Manager

**South Florida Workforce Investment Board ("SFWIB")
 d/b/a CareerSource South Florida**

By: 
 Rick Beasley
 Executive Director

Attest: 
 Elizabeth Sewell
 City Clerk

Approved as to form and legal sufficiency for the use and reliance of the City of Homestead only

By: _____
 City Attorney



miamidade.gov

Internal Services Department

Risk Management Division

Property & Casualty Unit

111 NW 1st Street • Suite 2340

Miami, Florida 33128

Telephone :786-521-6368

May 5, 2023

**The City of Homestead
100 Civic Court
Homestead FL 33030**

TO Whom It May Concern

**RE: South Florida Workforce Investment Board d/b/a CareerSource South Florida
Summer Youth Employment Program contract**

This is to inform you that Miami-Dade County has an on-going self-insurance program for Worker's Compensation, General Liability and Automobile Liability covering employees and officials of the County.

Since the County does not carry insurance with an insurance company, we cannot provide you with a Certificate of Insurance.

However, in compliance with and subject to the limitations of Florida Statutes, Section 768.28 and Chapter 440, provisions have been made in this office to process any claims that may arise and the same protection will be afforded as would be provided by a policy of insurance.

Sincerely,

A handwritten signature in black ink, appearing to read "Odilon Joseph". The signature is fluid and cursive, with a long horizontal line extending to the right.

**Odilon Joseph, MURP
Manager, Property & Casualty**

OJ/ml

