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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: April 7, 2009

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

Agenda Item No. 8(G)(1)(A)

From: George M. Burgess
County Manager

Resolution No. R-345-09

Subject: Resolution Approving the Execution of a Memorandum of Understanding between Greater Miami Service Corps and Miami-Dade County

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Recommendation

It is recommended that the Board of County Commissioners (BCC) approve the accompanying resolution which authorizes the County Mayor or the Mayor's designee to execute a Memorandum of Understanding (MOU) between Miami-Dade County (County), and Greater Miami Service Corps (GMSC) to provide on the job training at the county's affordable housing sites for low-income, disadvantaged youth.

Fiscal Impact

There is no fiscal impact to Miami-Dade County. The YouthBuild 2006 grant in the amount of $400,000 was awarded to GMSC by the United States Department of Housing and Urban Development (US HUD).

Scope

The type of work performed will include minor carpentry work, plastering, replacement of door knobs, minor drywall work, and painting at Liberty Square, a Liberty City family development in Commission District 2.

Track Record/Monitor

YouthBuild participants will have complete and full access to MDPHA's public housing units assigned for the purpose of on-the-job training. MDPHA's Public Housing division, specifically the onsite property manager, will monitor the progress of the unit renovations and GMSC will have an instructor onsite at all times.

Track Record/Monitor

YouthBuild participants will have complete and full access to MDPHA's public housing units assigned for the purpose of on-the-job training. MDPHA's Public Housing division, specifically the onsite property manager, will monitor the progress of the unit renovations and GMSC will have an instructor onsite at all times. In addition, GMSC provides full liability coverage for all of their employees and the County is not liable in any instance.

Background

YouthBuild programs provide low-income, out-of-school young people opportunities to gain leadership, education, and construction experience. GMSC was established to enhance the employability and self-esteem among young adults between the ages of 18 and 23. This program develops a sense of work ethic and community spirit among our youth as well as fostering stability and productivity in the community.

Since December 2006, the YWCA of Greater Miami-Dade County has administered a separate YouthBuild Program at MDPHA by rehabilitating units at Culmer Gardens, a family development located in Overtown. The program participants successfully completed five units at Culmer Gardens in 2007; however, the agency also hired contractors to handle major repairs of units as part of its vacancy reduction effort.

In September 2008, after GMSC received their $400,000 YouthBuild grant from US HUD, GMSA approached MDPHA about partnering to provide on the job training. This item will approve the execution of the MOU to expend funding.

Since then, GMSC has also sought to continue and expand the YouthBuild Program at MDPHA by submitting a second grant application in January 2009 for Edison Courts, Annie Coleman Gardens, as well as Liberty Square. This grant request of $700,000 is pending approval from the United States Department of Labor.

Cynthia W. Curry
Senior Advisor to the County Manager

MEMORANDUM
(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: April 7, 2009

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 8(G)(1)(A)

Please note any items checked.

_____ **"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Bid waiver requiring County Mayor's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(G)(1)(A)
4-7-09

RESOLUTION NO. R-345-09

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR MAYOR'S DESIGNEE TO EXECUTE A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN MIAMI-DADE COUNTY, AND GREATER MIAMI SERVICE CORP. FOR THE YOUTHBUILD PROGRAM

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA the Board authorizes the County Mayor or Mayor's designee to execute the Memorandum of Understanding (MOU), with the Greater Miami Service Corp. (GMSC), in substantially the form attached hereto, for the Youthbuild Program; and further authorizes the County Mayor or the Mayor's designee to take all actions necessary to accomplish same and to execute all necessary agreements following approval by the County Attorney's Office; and to exercise amendment, modification, renewal, cancellation and termination clauses on behalf of Miami-Dade County, Florida.

The foregoing resolution was offered by Commissioner Barbara J. Jordan, who moved its adoption. The motion was seconded by Commissioner Joe A. Martinez and upon being put to a vote, the vote was as follows:

Dennis C. Moss, Chairman aye
Jose "Pepe" Diaz, Vice-Chairman aye

Bruno A. Barreiro	absent	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	aye
Barbara J. Jordan	aye	Joe A. Martinez	aye
Dorrin D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of April, 2009. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Terrence A. Smith

MEMORANDUM OF UNDERSTANDING
BETWEEN COMMUNITY ACTION AGENCY/GREATER MIAMI SERVICE CORPS
AND
MIAMI-DADE HOUSING AGENCY

This Memorandum of Understanding (hereinafter "MOU") is made and entered into this_____day of_____, 200___ by and between the Greater Miami Service Corps (hereinafter "GMSC"), a Florida not-for-profit corporation, located at 810 NW 28th Street, Miami, Florida 33127 and Miami-Dade County , a political subdivision of the State of Florida, (hereinafter "County"), located at 111 N.W. 1st Street, Miami, Florida 33128,

WHEREAS, GMSC wishes to provide training in job skills, education and leadership development to disadvantaged young people of the Liberty City area through its YouthBuild program, which is funded through a grant by the U.S. Department of Housing and Urban Development (hereinafter "US HUD"); and

WHEREAS, US HUD requires that fifty percent (50%) of the YouthBuild participants' time must be spent in on-the-job training on affordable housing sites, and

WHEREAS, GMSC desires to undertake the primary management of grant funds allocated by US HUD to implement the objectives of the YouthBuild Program objectives of education and training which includes supervised on-site skills training with Miami-Dade Housing Agency (hereinafter "MDHA") public housing maintenance staff (hereinafter "PHMS") at various public housing development located within the unincorporated areas of Miami Dade County and within the boundaries of the City of Miami, Florida, and

WHEREAS, GMSC desires to focus on the Liberty Square Public Housing Development site (hereinafter "Liberty Square"), a public housing development owned and operated by Miami-Dade County, through MDHA; and

WHEREAS MDHA can provide opportunities for young people to learn construction and rehabilitate affordable housing for low-income and disabled individuals at the aforementioned site,

NOW THEREFORE, in consideration of the premises and mutual covenants and promises contained herein, the parties hereto agree as follows:

ARTICLE I
PURPOSE

The purpose of this MOU is to provide on-the-job training on affordable housing sites for low income, disadvantaged youths between the ages of 18 to 23.

ARTICLE II
TERM OF THE MOU

A. The term of this MOU shall commence on _____ and continue

until _____ unless terminated by either party pursuant to Article VII below. This Agreement is subject to renewal, by agreement between the parties.

B The parties agree that time is of the essence in the performance of each and every obligation under this MOU.

ARTICLE III
RESPONSIBILITIES OF THE PARTIES

A. **County's Responsibilities.** The County, through MDHA, and/or its designee understands and agrees to:

1. Provide overall construction management of the designated work site, including but not limited to:

   a. In collaboration with GMSC's designee, the County will establish a scope of work and construction schedule to be performed by GMSC's trainees that will provide a meaningful training experience. Any proposed change to the scope of the work or construction schedule affecting the work of the trainees should be brought to the attention of GMSC's designee with a minimum of three (3) days advance written notice.
   b. Provide a safe environment in accordance with industry safety standards and guidelines.

2. Provide training opportunities for GMSC's trainees.

3. Provide proper monitoring of program. Said monitoring shall include the following:

   a. Ensure that each YouthBuild trainee is supervised by an experienced Construction Manager who will coordinate the overall training and work of on-site trainees and integrate the trainees into various phases of the construction schedule.

b. Ensure that each YouthBuild trainee is placed in crews that work and study on alternating weeks until graduation.

c. Ensure that clear instructions are provided to GMSC's designee and trainees, including all details required to fully accomplish the assigned tasks. This includes, but is not limited to, project schedule and project specifications.

4. Cooperate to the maximum extent possible with the parties to this MOU in achieving the purposes of this MOU.

B. **GMSC Responsibilities.** GMSC understands and agrees to:

1. Provide a Construction Supervisor to instruct and supervise students.

2. Provide a crew of up to 30 trainees to perform an agreed-upon scope of work with, no more than 15 trainees on-site at any time.

3. Provide trainees with an alternating week of basic skills to ensure adequate on-site performance.

4 Supply each trainee with uniform, safety gear, hand tools and basic power tools and ensure that all trainees wear said uniform and have said tools when on-site.

5. Provide trainees with safety training to enhance safe working conditions on the site.

6. Provide proper support to the trainees, including but not limited to:

a. Transportation of trainees to and from site.
b. To the extent possible, provide three (3) days written notice to the County and/or its designee in instances when the trainees will not be able to show up at the designated work site or complete the agreed upon work as scheduled.

7. Guarantee, to the maximum extent possible, that the trainees shall perform and complete all work in accordance with the project specifications which shall be provided to GMSC by MDHA.

8. Cooperate to the maximum extent possible with the parties to this MOU in achieving the purposes of this MOU.

C. The County shall provide no compensation to GMSC or to individual trainees for the work performed, unless otherwise agreed to in writing by both parties.

D. All agreements relating to the construction or operation of the project, including but not limited to those executed following the completion of the project, shall contain a clause prohibiting discrimination against any employee applicant engaged in project operations on the basis of race, religion, gender, ancestry, age, sexual orientation, disability or national origin. This agreement shall include full compliance with all applicable non-discrimination regulations including the Americans with Disabilities Act. Such clause shall include all aspects of employee-employer applicant relations

ARTICLE IV
PROJECT MANAGEMENT AND NOTICE

A. The Project Manager for MDHA is Alex Ballina, Acting Director of Public Housing, telephone number (305) 644-5123. The Project Manager for GMSC is Deborah Dorsett, Executive Director, telephone number (305) 638-4672. The parties shall direct all matters arising in connection with the performance of this MOU, other than notices, to the attention of the Project Managers for attempted resolution or action. The Project Managers shall be responsible for overall coordination and oversight relating to the performance of this MOU.

B. All notices, demands, or other communications to the MDHA under this MOU shall be in writing and shall be deemed received if sent by certified mail to:

Alex Ballina
Public Housing Director
Miami-Dade Housing Agency Miami
1401 NW 7th Street
Miami, FL 33125

All notices, demands, or other communications to GMSC under this MOU shall be in writing and shall be deemed received if sent by certified mail to:

Deborah Dorsett,
Executive Director
Greater Miami Service Corps
810 NW 28th Street
Miami, Florida 33127

The County and GMSC shall also provide a copy of all notices to the Project Managers. All notices required by this MOU shall be considered delivered upon receipt. Should any party change its address, written notice of such new address shall promptly be sent to the other parties.

ARTICLE V
INDEMNIFICATION

The GMSC shall indemnify and hold harmless the County and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by GMSC or its employees, agents, servants, partners, principals or sub-contractors. The GMSC shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The GMSC expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by GMSC shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

ARTICLE VI
INSURANCE

A. **Insurance.** The GMSC shall furnish to Miami-Dade County, c/o Miami-Dade Housing Agency, 1401 N.W. 7th Street, Miami, Florida 33125, original Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

1. All insurance certificates must list the County as "Certificate Holder" in the following manner:

   Miami-Dade County
   111 N.W. 1st Street, Suite 2340
   Miami, Florida 33128

2. Worker's Compensation Insurance for all employees of the GMSC as required by Florida Statute, Chapter 440.

3. Public Liability Insurance on a comprehensive basis in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.

4. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the work provided under this Agreement, in an amount not less than $300,000* combined single limit per occurrence for bodily injury and property damage.

5. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

   a. The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County's Risk Management Division.

   OR

   b. The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida," issued by the State of Florida Department of Insurance, and must be a member of the Florida Guaranty Fund.

6. Certificates will indicate that no modification or change in insurance shall be made without thirty (30) days advance written notice to the Certificate Holder.

7. Compliance with the foregoing requirements shall not relieve the GMSC of its liability and obligations under this Section or under any other section of this Agreement.

8. The COUNTY reserves the right to inspect the GMSC'S original insurance policies at any time during the term of this Agreement.

ARTICLE VII
TERMINATION/REMEDIES

A. If any party fails to fulfill its obligations under this MOU in a timely and proper manner, the other parties shall have the right to terminate their participation under this MOU by giving written notice of any deficiency. The party in default shall then have fourteen (14) calendar days from receipt of notice to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, this MOU shall terminate at the expiration of the fourteen (14) day time period.

B. Any party may terminate this MOU at any time for convenience upon ninety (90) calendar days prior written notice to the other party. Any such termination shall be effected by delivery to the other of a Notice of Termination specifying the extent to which performance of work under the MOU is terminated, and the date upon which such termination becomes effective.

C. In the event a dispute arises which the Project Managers cannot resolve between themselves, the parties shall submit to binding arbitration. The mediators shall be impartial, shall be selected by parties (including one person selected by MDHA, one person selected by GMSC and a third person acceptable to both parties). All parties agree to abide by the decision of this arbitration panel, and the cost of the mediation shall be borne equally by the parties. The mediation process shall be confidential to the extent permitted by law.

D. This MOU has no third-party beneficiaries (intended or incidental), who may enforce obligations of any party should the MOU be terminated.

ARTICLE VIII
RECORDS RETENTION/OWNERSHIP

A. Each party shall maintain records and each party shall have inspection and audit rights as follows:

1. Maintenance of Records: All parties shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this MOU including supporting documentation for any service rates, expenses, research 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 MOU.

2. Examination of Records: All parties or 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 MOU. Such examination may be only within five years from the expiration or termination of this MOU and upon reasonable notice, time and place.

3. Extended Availability of Records for Legal Disputes: In the event that any party should become involved in a legal dispute with a third party arising from performance under this MOU, the other parties shall extend the period of maintenance for all records relating to this MOU until the final disposition of the legal dispute, and all such records shall be made readily available.

ARTICLE IX
STANDARDS OF COMPLIANCE

A. All parties,, their employees, subcontractors, partners or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this MOU to which their activities are subject.

B. Each party shall allow public access to all project documents and materials it maintains in accordance with the provisions of Chapter 119, Florida Statutes. Should any party assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon that party..

C. All parties assure that no person shall be excluded on the grounds of race, color, creed, national original, handicap, age, sex, marital status, or sexual preference, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under this MOU. All parties shall take all measures necessary to effectuate these assurances.

ARTICLE X
RELATIONSHIP BETWEEN THE PARTIES

A. GMSC and MDHA are independent contractors. No party is an employee or agent of any other party. Nothing in this MOU shall be interpreted to establish any relationship other than that of independent contractors, between the parties, or between their respective employees, agents, subcontractors, partners, or assigns,
during or after the performance of this MOU.

Article XI
Conflict of Interest

A. No person under the employ of the County, who exercises any function or responsibilities in connection with this Agreement, has at the time this Agreement is entered into, or shall have during the term of this Agreement, any personal financial interest, direct or indirect, in this Agreement.

B. **Nepotism.** Notwithstanding the aforementioned provision, no relative of any officer, board of director, manager, or supervisor employed by GMSC shall be employed by the GMSC unless the employment preceded the execution of this Agreement by one (1) year. No family member of any employee may be employed by the GMSC if the family member is to be employed in a direct supervisory and/or administrative relationship

either supervisory or subordinate to the employee. The assignment of family members in the same organizational unit shall be discouraged. A conflict of interest in employment arises whenever an individual would otherwise have the responsibility to make, or participate actively in making decisions or recommendations relating to the employment status of another individual if the two individuals (herein sometimes called "related individuals") have one of the following relationships:

1. By blood or adoption: Parent, child, sibling, first cousin, uncle, aunt, nephew, or niece;

2. By marriage: Current or former spouse, brother- or sister-in-law, father- or mother-in-law, son- or daughter-in-law, step-parent, or step-child; or

3. Other relationship: A current or former relationship, occurring outside the work setting that would make it difficult for the individual with the responsibility to make a decision or recommendation to be objective, or that would create the appearance that such individual could not be objective. Examples include, but are not limited to, personal relationships and significant business relationships.

For purposes of this section, decisions or recommendations related to employment status include decisions related to hiring, salary, working conditions, working responsibilities, evaluation, promotion, and termination.

An individual, however, is not deemed to make or actively participate in making decisions or recommendations if that individual's participation is limited to routine approvals and the individual plays no role involving the exercise of any discretion in the decision-making processes. If any question arises whether an individual's participation is greater than is permitted by this paragraph, the matter shall be immediately referred to the Miami-Dade County Commission on Ethics and Public Trust.

This section applies to both full-time and part-time employees and voting members of GMSC's Board of Directors.

C. No person, including but not limited to any officer, board of directors, manager, or supervisor employed by GMSC, who is in the position of authority, and who exercises any function or responsibilities in connection with this Agreement, has at the time this Agreement is entered into, or shall have during the term of this Agreement, received any of the services, or direct or instruct any employee under their supervision to provide such services as described in the Agreement. Notwithstanding the before mentioned provision, any officer, board of directors, manager or supervisor employed by the GMSC, who is eligible to receive any of the services described herein may utilize such services if he or she can demonstrate that he or she does not have direct supervisory responsibility over GMSC's employee(s) or service program.

ARTICLE XII
GENERAL PROVISIONS

A. Notwithstanding any provisions of this MOU to the contrary, the parties shall not be held liable for any failure or delay in the performance of this MOU that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force of nature, acts of God, or for any other cause of same character which is unavoidable through the exercise of due care and beyond the control of the parties. Failure to perform shall be excused during the continuance of such circumstances, but this MOU shall otherwise remain in effect.

B. In the event any provisions of this MOU shall conflict, or appear to conflict, the MOU, including all exhibits, attachments and all other documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.

C. Failures or waivers to insist on strict performance of any covenant, condition, or provision of this MOU by the parties, their successors and assigns shall not be deemed a waiver of any rights or remedies, nor shall it relieve the other parties from performing any subsequent obligations strictly in accordance with the term of this MOU. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this MOU specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

D. Should any term or provision of this MOU be held, to any extent invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not effect any other term or provision of this MOU, to the extent that the MOU shall remain operable, enforceable and in full force and effect to the extent permitted by law.

E. This MOU may be amended only with the written approval of the parties hereto.

F. This MOU states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this MOU. The parties recognize that any representations, statements or negotiations made by the staff of either party does not suffice to legally bind either party in a contractual relationship unless they have been reduced to writing and signed by their authorized representative(s). This MOU shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this MOU on the date first written above.

GREATER MIAMI SERVICES CORPS.

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____

Corporate Secretary or Notary Public

Print Name: _____

Title: _____

Corporate Seal/Notary Seal

_____

MIAMI-DADE COUNTY

By: _____

Name: _____

Title: _____

Date: _____

Approved as to form and legal sufficiency:

By: _____

Attest: _____

Clerk of the Board

Print Name: _____

Title: Deputy Clerk