MEMORANDUM

			Agenda Item No. 11(A)(10)
то:	Honorable Chairman Jose "Pepe" Diaz and Members, Board of County Commissioners	DATE:	October 5, 2021
FROM:	Geri Bonzon-Keenan County Attorney	SUBJECT:	Resolution retroactively authorizing the County Mayor to execute a program agreement with the South Florida Workforce Investment Board for the Youth Summer Employment Program, a component of the Public Health Safety Neighborhood Emergency Team Pilot Program ("Safety Net Program") in County Commission District 9 and extending the operation of the Safety Net Program until all allocated funding has been exhausted

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Kionne L. McGhee.

Geri Bonzon-Keenan County Attorney

GBK/uw



MEMORANDUM

(Revised)

TO:Honorable Chairman Jose "Pepe" DiazDand Members, Board of County CommissionersD

Bonzon-Keenan

County Attorney

FROM:

DATE: October 5, 2021

SUBJECT: Agenda Item No. 11(A)(10)

Please note any items checked.

 "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
 Statement of social equity required
 Ordinance creating a new board requires detailed County Mayor's report for public hearing
 No committee review
 Applicable legislation requires more than a majority vote (i.e., 2/3's present, 2/3 membership, 3/5's, unanimous, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c), CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c), or CDMP 9 vote requirement per 2-116.1(4)(c)(2)) to approve
 Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved	Mayor	Agenda Item No. 11(A)(10)
Veto		10-5-21
Override		

RESOLUTION NO.

RETROACTIVELY AUTHORIZING THE RESOLUTION COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE A PROGRAM AGREEMENT WITH THE SOUTH FLORIDA WORKFORCE INVESTMENT BOARD FOR THE YOUTH **EMPLOYMENT** SUMMER PROGRAM. COMPONENT OF THE PUBLIC HEALTH SAFETY NEIGHBORHOOD EMERGENCY TEAM PILOT PROGRAM ("SAFETY NET PROGRAM") IN COUNTY COMMISSION DISTRICT 9 AND EXTENDING THE OPERATION OF THE SAFETY NET PROGRAM UNTIL ALL ALLOCATED FUNDING HAS BEEN EXHAUSTED

WHEREAS, on May 4, 2021, this Board adopted Resolution No. R-478-21, which among other things, established the Public Health Safety Neighborhood Emergency Team Pilot Program in County Commission Districts 2 and 9 ("Safety Net Program"), and directed the County Mayor or the County Mayor's designee to launch the Safety Net Program and negotiate terms and prepare draft memoranda of understanding, agreements, and other necessary documents for the Safety Net Program; and

WHEREAS, although Resolution No. R-478-21 authorizes agreements to be negotiated and prepared, it does not authorize the County Mayor or County Mayor's designee to execute said agreements; and

WHEREAS, the Youth Summer Employment Program, a component of the Safety Net Program, was launched in County Commission District 9 on June 18, 2021; and

WHEREAS, the program is open to youth between the ages of 15 and 18 who reside in County Commission District 9; and

WHEREAS, over 100 youth are participating in the program at over 30 worksites; and

WHEREAS, the South Florida Workforce Investment Board d/b/a CareerSource South Florida ("CareerSource South Florida") operates the program, a copy of the agreement for the program is attached hereto as Exhibit A; and

WHEREAS, in addition to operating the program, CareerSource South Florida also pledged up to \$200,000.00 to support its operation; and

WHEREAS, \$175,000.00 in County funding was also previously authorized for the program through Resolution No. R-478-21; and

WHEREAS, the Youth Summer Employment Program provides participating youth with skills training and work experience; and

WHEREAS, this Board recognizes the importance of keeping youth engaged when they are out of school during the summer months and has approved funding for several youth summer employment programs for decades; and

WHEREAS, Resolution No. R-478-21 authorized the Safety Net Program to operate until December 31, 2021, unless continued operation of the program was further authorized by this Board; and

WHEREAS, all of the funds allocated for the Safety Net Program have not been exhausted; and

WHEREAS, this Board wishes to extend the Safety Net Program and use any such remaining funds to enhance the lives of youth in County Commission District 9,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

<u>Section 1</u>. Approves and incorporates the foregoing recitals in this resolution.

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<u>Section 2</u>. Retroactively authorizes the County Mayor or County Mayor's designee to execute a program agreement, attached hereto as Exhibit A, with the South Florida Workforce Investment Board d/b/a CareerSource South Florida for the Youth Summer Employment Program, a component of the Public Health Safety Neighborhood Emergency Team Pilot Program in Miami-Dade County Commission District 9.

Section 3. Extends the operation of the Safety Net Program from December 31, 2021 until all allocated funding has been exhausted.

The Prime Sponsor of the foregoing resolution is Commissioner Kionne L. McGhee. It was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

> Jose "Pepe" Diaz, Chairman Oliver G. Gilbert, III, Vice-Chairman García Keon Hardemon Jeyman Danielle Cohen Higgins ggins Joe A. Martinez McGhee Jean Monestime Regalado Rebeca Sosa

Sen. René García Sally A. Heyman Eileen Higgins Kionne L. McGhee Raquel A. Regalado Sen. Javier D. Souto

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The Chairperson thereupon declared this resolution duly passed and adopted this 5th day of October, 2021. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the 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.

Shanika A. Graves

EXHIBIT A

OF COUNTY COMMISSIONERS MIAMI-DADE COUNTY, FLORIDA Miami-Dade County Commission District 9 Public Health Safety Neighborhood Team Pilot Program

YOUTH SUMMER EMPLOYMENT PROGRAM PROGRAM AGREEMENT

This AGREEMENT ("Agreement") is entered into this 18th day of June 2021 between **MIAMI-DADE COUNTY** (the "COUNTY"), having an address of 111 NW 1st Street, 29th Floor, Miami, FI 33128 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, on May 4, 2021, the Miami Dade Board of County Commissioners approved Resolution No. R-478-21, which in part, authorized the Public Health Safety Neighborhood Emergency Team Pilot Program ("Program") in County Commission District 9, and

WHEREAS, the SFWIB was one of the entities identified in Resolution No. R-478-21 to participate in the Program; and

WHEREAS, the SFWIB agreed to provide funding to support the youth summer employment component of the Program; and

WHEREAS, students who participate in the Program will be residents of Miami-Dade County Commission District 9 and between the ages of 15 and 18 ("Youth"), and

WHEREAS, businesses that participate in the Program will be located within Miami-Dade County ("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 start on June 18, 2021 and end on December 31, 2021, irrespective of the date of execution, unless terminated or extended earlier pursuant to terms herein.

2. DUTIES AND RESPONSIBILITIES.

OFFICIAL FILE COPY CLERK OF THE BOARD

A. Duties of the COUNTY.

- 1. The COUNTY shall pay the SFWIB up to **one hundred seventy-five thousand dollars** (\$175,000.00) to fund the Program. An SFWIB youth service provider will deliver services, which include, but are not limited to, intake, eligibility determination, work readiness and referral to work sites, as detailed in Section B. below, to eligible Youth.
- 2. The COUNTY 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 number of hours the Youth worked or attended work skills training.
- 3. The COUNTY shall have no obligation to pay any monies until the SFWIB transmits all required documentation. The COUNTY shall pay the SFWIB within thirty (30) days of receipt of such documentation.

- 4. The COUNTY shall only pay the SFWIB for the hours Youth attended work skills training or worked at various Businesses.
- 5. In no event shall any of the Youth who participate in the Program be deemed employees of the COUNTY or the SFWIB.

B. Duties of the SFWIB.

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

- 1. Provide matching funds of two hundred thousand dollars (\$200,000.00) to be paid towards participant costs.
- 2. Register eligible Youth into the Program.
- 3. Recruit and engage Businesses in Miami-Dade County Commission District 9 to participate in the Program.
- 4. Collect documentation and maintain data about Program participants as proof of Program eligibility.
- 5. 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 Miami-Dade County Commission District 9. All Youth will be paid \$13.88 per hour. Youth shall not be permitted to be paid overtime.
- 6. Provide a detailed report to the COUNTY that identifies the Businesses and Youth participating in the Program no later than October 31, 2021.
- 7. Provide a detailed cost reimbursement invoice to the COUNTY that specifies how COUNTY funding was expended.
- 8. Monitor Program activity and performance of the Businesses and report same to the COUNTY.
- 9. Maintain appropriate documentation such as proof of residency, United States citizenship or authorization to work in U.S, and proof of age all participants in the Program. Such documentation shall include a utility bill (water, cable, FPL, telephone) current lease agreement, voter's registration card, health insurance card, current state of Florida issued ID or driver license, school picture ID, current state of Florida vehicle registration, current United States issued passport, birth certificate, social security card or other supporting documents that may be used to determine residency, income, age, and citizenship.
- 10. Seek to ensure the safety of all Youth who participate in the Program.

3. INDEMNIFICATION.

The SFWIB shall indemnify and hold harmless the COUNTY, 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 COUNTY 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 COUNTY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' 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 two hundred thousand dollars (\$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 three hundred thousand dollars (\$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 COUNTY 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 COUNTY or the COUNTY'S officers, employees, agents, or servants. The COUNTY 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 attorneys' 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 COUNTY 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 two hundred thousand dollars (\$200,000.00), or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the COUNTY arising out of the same incident or occurrence which exceeds the sum of three hundred thousand dollars (\$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 COUNTY or the COUNTY'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 COUNTY 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 of this Agreement.

- B. The Parties or their designees 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 COUNTY 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 COUNTY determine that the SFWIB breached any provision of this Agreement, the COUNTY may terminate this Agreement, for cause, immediately and without prior notice to the SFWIB. Should the COUNTY terminate this Agreement for cause, the COUNTY shall provide notice as soon as possible to the SFWIB.

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

If either party terminates this Agreement, the COUNTY shall only pay for services provided through the date of termination, based upon documentation provided to the COUNTY by the SFWIB and approved by the COUNTY. The SFWIB shall have thirty (30) days after the date of termination to provide the COUNTY with all necessary documentation for said payment. Notwithstanding the above, if the COUNTY terminates this Agreement for cause and requires the SFWIB to maintain services during any period of transition to another person or entity, the COUNTY shall pay the SFWIB for all costs incurred during such transition period.

- 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 COUNTY, or between their respective employees, agents, subcontractors, partners, or assigns, during or after the performance of this Agreement.
- 8. NOTICE. All notices or communication under this Agreement by the Parties to each other shall be sufficiently given if 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 THE COUNTY OF MIAMI-Dade:

Daniella Levine Cava Mayor Miami-Dade County Stephen P. Clark Government Center 111 NW 1st Street, 29th Floor Miami, FL 33128

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 an appropriate screening agency.

Pursuant to section 119.0701, 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 COUNTY'S custodian of public records, provide the COUNTY 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 COUNTY; and
- (d) Meet all requirements for retaining public records and transfer to the COUNTY, at no cost to the COUNTY, 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 COUNTY by the SFWIB in a format that is compatible with the COUNTY's information technology systems.

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 SFWIB's official business.

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:

MIAMI DADE COUNTY RACHEL JOHNSON PUBLIC RECORDS CUSTODIAN OFFICE OF THE MAYOR 111 NW 1ST ST 29TH FLOOR MIAMI FL 33128 Rachel.Johnson@miamidade.gov 305-375-1224

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, 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 to the exclusion of all others.
- 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 nonbreaching on non-defaulting party 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, warrant to the COUNTY 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.
- 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 COUNTY 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. 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 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, each party shall be responsible for all of its attorneys' fees and litigation costs and expenses.
- N. The SFWIB agrees to permit the COUNTY to examine all records which are, in any way, related to the services provided and this Agreement, and grants to the COUNTY the right to audit any books, documents and papers of the SFWIB that were generated during the administration of this Agreement. The SFWIB shall maintain the records, books, documents, and papers associated with this Agreement in accordance with the chapter 119, Florida Statutes. Upon the COUNTY's request, the SFWIB shall provide the COUNTY with copies of all public records related to this Agreement, at no cost to the COUNTY.
- O. The COUNTY and the SFWIB shall comply with 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 COUNTY and the SFWIB 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. This Agreement sets forth the full and complete understanding of the Parties as of June 18th, 2021, 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.

MIAMI-DADE COUNTY

Teme Cara By:

Daniella Levine Cava Mayor

ATTEST:

By:

Name

Title

Approved as to Legal form:

By: <u>Shanika A. Graves</u> Name COUNTY Attorney SOUTH FLORIDA WORKFORCE INVESTMENT BOARD

Luk By **Rick Beasley Executive Director**

Address: <u>7300 Corporate Center Drive, Suite 500</u> Miami, Florida Zip: <u>33126-1234</u>

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

South Florida Workforce Investment Board Business Name (if applicable)

204957175

Tax Id #