

MEMORANDUM

Agenda Item No. 9(A)(1)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: June 14, 2022

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving agreement with the American Association of Retired Persons (AARP) Foundation to participate in the Senior Community Service Employment Program to provide federally-subsidized employment opportunities for seniors at the Miami-Dade Public Library System; authorizing the County Mayor to exercise any and all rights conferred therein, and to take all actions necessary to effectuate same; and delegating to the County Mayor the authority to enter into future Senior Community Service Employment Program Agreements with AARP

Resolution No. R-585-22

The accompanying resolution was prepared by the Library Department and placed on the agenda at the request of Prime Sponsor Senator Javier D. Souto.



Geri Bonzon-Keenan
County Attorney

GBK/ks

Memorandum



Date: June 14, 2022

To: Honorable Chairman Jose “Pepe” Diaz
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor 

Subject: Resolution Recommending Approval of Agreement between Miami-Dade County and the American Association of Retired Persons (AARP) Foundation to participate in the Senior Community Service Employment Program

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached Senior Community Service Employment Program (SCSEP) Agreement (Attachment 1 to the Resolution) between Miami-Dade County and the American Association of Retired Persons Foundation (AARP) to provide federally subsidized employment opportunities for seniors at the Miami-Dade Public Library System (MDPLS).

Scope

The scope of this program is countywide in nature.

Fiscal Impact/Funding Source

Funding for the program will be solely provided by AARP. There is no fiscal impact to the County for entering into this partnership.

Track Record/Monitor

Kelly Lau, MDPLS Human Resources Chief, will be responsible for monitoring the agreement for MDPLS.

Delegated Authority

Upon approval of this item, the County Mayor or County Mayor’s designee will have the authority to exercise all provisions of the Agreement. This item also authorizes the County Mayor or the County Mayor’s designee to enter into future Senior Community Service Employment Program agreements with AARP in substantially the form attached hereto. Other County departments may also choose to participate in this program, subject to legal approval by the County Attorney’s Office.

Background

With grant funding awarded by the U.S. Department of Labor’s Employment and Training Administration, AARP Foundation operates SCSEP in 22 states. The Florida Department of Elder Affairs works in coordination with AARP Foundation to provide the SCSEP services locally to communities throughout Florida. SCSEP serves unemployed low-income persons who are 55 years of age and older and who may have limited employment prospects. The program seeks to expand employment prospects by providing training in part-time

Honorable Chairman Jose “Pepe” Diaz
and Members, Board of County Commissioners
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community service assignments and assisting participants in developing skills and experience to facilitate their transition to unsubsidized employment.

The partnership with AARP to participate in the SCSEP program will provide on-the-job training and help inform the participants of all the outstanding resources MDPLS offers. This partnership aligns with the County’s Thrive305 Plan to provide training and job placement for residents and improving residents’ economic opportunities.

A handwritten signature in blue ink, appearing to read "Morris Copeland", is written over a horizontal line.

Morris Copeland
Chief Community Services Officer



MEMORANDUM

(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: June 14, 2022

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 9(A)(1)

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
Veto _____
Override _____

Agenda Item No. 9(A)(1)
6-14-22

RESOLUTION NO. _____ R-585-22

RESOLUTION APPROVING AGREEMENT WITH THE AMERICAN ASSOCIATION OF RETIRED PERSONS (AARP) FOUNDATION TO PARTICIPATE IN THE SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM TO PROVIDE FEDERALLY-SUBSIDIZED EMPLOYMENT OPPORTUNITIES FOR SENIORS AT THE MIAMI-DADE PUBLIC LIBRARY SYSTEM; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL RIGHTS CONFERRED THEREIN, AND TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE SAME; AND DELEGATING TO THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE THE AUTHORITY TO ENTER INTO FUTURE SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM AGREEMENTS WITH AARP

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, that:

Section 1. Approves, in substantially the form attached hereto as Attachment 1, the Senior Community Service Employment Program Agreement with the American Association of Retired Persons (AARP) Foundation to provide federally-subsidized employment opportunities for seniors at the Miami-Dade Public Library System.

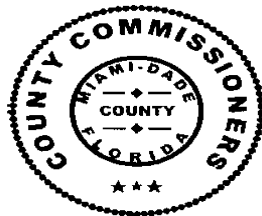
Section 2. Authorizes the County Mayor or County Mayor's designee to exercise all rights contained therein of the Senior Community Service Employment Program Agreement.

Section 3. Delegates to the County Mayor or County Mayor's designee the authority to enter into future Senior Community Service Employment Program to provide federally-subsidized employment opportunities for seniors, provided that such agreements shall have no fiscal impact to Miami-Dade County and are approved by the County Attorney's Office as to form and legal sufficiency.

The foregoing resolution was offered by Commissioner **Eileen Higgins** who moved its adoption. The motion was seconded by Commissioner **Rebeca Sosa** , and upon being put to a vote, the vote was as follows:

Jose "Pepe" Diaz, Chairman	aye		
Oliver G. Gilbert, III, Vice-Chairman	absent		
Sen. René García	aye	Keon Hardemon	absent
Sally A. Heyman	aye	Danielle Cohen Higgins	aye
Eileen Higgins	aye	Joe A. Martinez	aye
Kionne L. McGhee	absent	Jean Monestime	absent
Raquel A. Regalado	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 14th day of June, 2022. 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: **Basia Pruna**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

mjs

Melanie J. Spencer

HOST AGENCY AGREEMENT

Host Agency: Miami-Dade County

Phone: 305-375-5026

Fax: _____

FEIN: _____

Address: 101 West Flagler Street

Miami, FL 33130

The above-named agency/organization, an equal employment opportunity employer, requests the services of participants from the AARP Foundation Senior Community Service Employment Agency.

This agency is:

- ☐ **A Non-Profit Organization**
(tax exempt under the Internal Revenue code 501 (c)(3))
- ☐ **A Public Organization**

Enrollee Supervisors are:

- ☐ **Compensated with federal funds.**
- ☐ **Not compensated with federal funds.**

The purpose of this agreement is for the host agency and AARP Foundation to enter into a joint engagement in the SCSEP, under which a participant receives training in a community service assignment while actively pursuing unsubsidized employment. The host agency shall interview potential participants and agrees to provide meaningful training and work experience to the selected participant(s) in exchange for federally subsidized community service hours by AARP Foundation.

To ensure our host agency partners understand their important role in the daily lives of SCSEP participants and their responsibilities in supporting each participant's goals to enhance or learn new skills and to obtain unsubsidized employment, we ask that each host agency supervisor clearly understand and support the following agency and participant requirements in this agreement:

- 1) The host agency agrees to support SCSEP objectives and will consider hiring participant(s) in permanent employment positions(s), if a vacancy arises.
- 2) The host agency acknowledges that AARP Foundation may reassign participant(s) to other host agencies at any time in accordance with SCSEP rules, regulations, and policies.
- 3) It is understood that the purpose of the SCSEP is for a participant to provide community service while they actively pursue training and unsubsidized employment off of the program. When a participant enrolls and/or gets a job off the program they may lose their public benefits. These benefits may include, but are not limited to: Public Housing, Food Stamps, SSI/SSD, and Medicaid.
- 4) It is understood that participants may miss some hours at the host agency assignment in order to pursue training and unsubsidized employment that is provided outside of the host agency. Participants may be required by AARP Foundation SCSEP to complete programmatic activities and tasks which may include:
 - Accept referrals and interviews for employment outside the program;
 - Conduct an ongoing search for unsubsidized employment as specified in the Individual Employment Plan (IEP) and as directed by an AARP Foundation representative;
 - Accept regular transfers to other host agency assignments as necessary to further the participant's training and work experience;
 - Register and maintain registration with the State Employment Service and/or One Stop Center;
 - Attend job search training, job clubs, participant meetings, etc., when offered by the AARP Foundation office, and engage in continuing unsubsidized job search activities.

5) It is understood that the SCSEP is short-term, work-training to prepare participants for unsubsidized employment off of the program. The SCSEP is not an entitlement, nor is it designed to solely provide income maintenance. SCSEP participants are in training status, preparing for unsubsidized employment.

6) When practical, the Host Agency agrees to provide additional training support to their participants by allowing participants to utilize the Agency's computers and internet access for designated job search training and to complete online job search activities.

7) It is understood that training with the host agency is a short-term opportunity. Participation in the SCSEP is NOT a job, and participants are NOT employees of either the AARP Foundation or the host agency where they are temporarily assigned.

8) It is understood that AARP Foundation SCSEP does not conduct background checks or drug screening on participants. Host agencies will conduct background checks and drug screenings in their sole and exclusive discretion and in accordance with applicable law. The AARP Foundation SCSEP is not financially or otherwise responsible for any costs, expenses or claims associated with background checks or drug screenings.

9) The host agency agrees to have or obtain reliable technology services that would enable it to receive and send participant Time & Attendance Reports to and from the AARP Foundation office. Reliable technology services are those that can produce readable documents—not overly dark, overly light, blurred, or otherwise unreadable by an objectively reasonable standard. Without reliable electronic transmittal of Time and Attendance Reports, AARP Foundation SCSEP cannot provide participant stipend payments for those trained hours under SCSEP regulations and must place participants at an alternative agency.

10) The host agency agrees to provide supervision, training, and a safe work environment for each assigned participant. The host agency also agrees to the provisions outlined in the *Participant and Host Agency Handbook* as a condition of participation in the SCSEP, including AARP Foundation SCSEP's policies prohibiting discrimination, workplace violence, and harassment. Host agencies agree and acknowledge that, while on-site at the Host Agency, participants are under the direct control and supervision of the Host Agency and that the Host Agency is responsible for permitting participants to conduct any tasks that qualify for payment under the program. AARP Foundation will not assign job-training tasks to any participant pursuant to this Agreement.

11) The host agency agrees to respond to the host agency customer satisfaction survey that is issued by the U.S. Department of Labor (DOL) if randomly selected and acknowledges that completion of the survey influences continued DOL funding of the SCSEP grant. This survey is generally sent out in January, but timing is at the discretion of DOL.

12) Pursuant to SCSEP regulations, AARP Foundation, as a program administrator, is responsible for providing workers' compensation insurance for all participants, in accordance with state and federal law. The host agency is responsible for maintaining a safe working environment for participants during their normal course of duties; and to ensure that proper equipment, procedures, and safe practices are used in compliance with state and federal law. The Host Agency recognizes that if a safety violation involving a SCSEP participant occurs on the premises, AARP Foundation expects Host Agency to follow safety notification protocols as it would for its own employees. AARP Foundation has the right to coordinate onsite safety inspections with the host agency to insure that work procedures, equipment and practices are used to protect the safety of participants. If the host agency fails to adhere to reasonable safe working practices, AARP Foundation has the right to terminate the agreement for cause and for the protection of the participants.

The host agency must keep the following key safety issues in mind at all times:

- No lifting over 20 pounds

- No step stools or ladders
- Participants may not drive..
- Participants must always be supervised

13) No participant is authorized to drive as part of his or her assignment.

14) It is understood that each party shall indemnify the other against all claims or actions that arise from the indemnifying party's performance of duties as described herein, including without limitation, claims arising from participant conduct under express instructions from the Host Agency as part of participant's assignment, claims of unpaid wages by participants that imply a breach of Section 15 hereunder, and claims arising from host agency's duty to maintain a safe working environment for participants. For the avoidance of doubt, management and control over of a participant's tasks and whereabouts while on-site at a host agency constitutes performance of the host agency's duties under this agreement and does not constitute AARP Foundation performance. The obligations of each party to indemnify the other shall survive the termination or expiration of this Agreement.

15) It is understood that the AARP Foundation SCSEP is federally funded and is required to maintain documentation (timesheets) to substantiate the expenditure of federal funds for wages. It is also understood and agreed to that AARP Foundation SCSEP shall pay the wages of a wage stipend to participants assigned to the host agency within the limits expressly set out by SCSEP regulation and communicated to host agency at the onset of participant placement. The host agency shall not permit or instruct participant(s) to perform work beyond such limits or require participant to perform unpaid or volunteer work as part of participant's assignment.

If the host agency permits participant(s) to perform work exceeding authorized hours, or to return to community service training assignments without prior authorization from AARP Foundation representative or past the participant's termination date, host agency shall compensate participant(s) for such time. The host agency agrees to verify, sign and return accurately completed timesheets to AARP Foundation SCSEP for processing. Timesheets must be signed by the individual participant and by a responsible supervisory official having first-hand knowledge of the hours worked by the participant.

16) It is understood that host agency must not use participants as substitutes for permanent employees. Federal regulations prohibit such a "maintenance of effort." Participants are additions to, not substitutes for, regular agency staff. A community service assignment for a participant under Title V of the Older Americans Act is permissible only if the assignment does not:

- Reduce the number of employment opportunities or vacancies that would otherwise be available to individuals who are not SCSEP participants;
- Displace currently employed workers (including partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits);
- Impair existing contracts or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed; and
- Assign or continue to assign an SCSEP participant to perform the same work or substantially the same work as that performed by any other individual who is on layoff.

17) The host agency will be listed on the *Time Attendance Report* in SCSEP records accessible by the DOL. If there are changes to a participant's supervisor, the AARP Foundation SCSEP office must be notified so that the information can be updated in the databases.

18) It is understood that all participant(s) records are subject to the Privacy Act, 5 U.S.C. § 552a and neither party shall release records without written release signed by participant(s) or otherwise in accordance with law.

19) The host agency shall maintain all records, including original or copies of participant(s) timesheets, relating to this agreement for a period of four years. The host agency shall retain original participant(s) time sheets if faxed to AARP Foundation for payment. AARP Foundation or the DOL, through any authorized representative, shall have access to and the right to examine all records related to this agreement.

20) It is understood that either party may terminate this agreement at any time for any reason upon notification to the other party.

21) It is understood that any amendment, modification, or addendum to this agreement including changes or modifications to training assignments, must be made by mutual consent of the parties, in writing, signed and dated by both parties, prior to assignment of participant(s) to host agency or any changes being performed.

Insurance/Liability. AARP is a self-insured entity with a general liability risk management program including the administration of general liability claims, settlement of claims, a claims prevention program and trust fund pursuant to Florida law. AARP shall maintain these programs throughout the Agreement term.

Each party agrees to be (i) fully responsible for its acts of negligence or its employees' acts of negligence when acting within the course and scope of their employment; and (ii) liable for any damages resulting from said negligence. The foregoing shall only be to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that statute whereby neither party shall 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 said party arising out of the same incident or occurrence, exceeds the sum of \$300,000. Nothing herein shall be construed as making either party responsible for any liability or claim arising out of the negligent performance or failure of performance of the other party or as a result of the negligence or failure of performance of any third party. Further, nothing contained herein shall be construed or interpreted as: i) denying either party or other state or public entity any remedy or defense available under the laws of the State of Florida; ii) the consent of either party to be sued; or iii) a waiver of sovereign immunity of either party beyond the waiver described herein and provided in §768.28, Florida Statutes.

Miami-Dade County Inspector General Review. According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (I) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Implementing Order 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present, and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the

power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

Florida Public Records Act

As it relates to this Agreement and any subsequent agreements and other documents related to the Agreement, AARP, pursuant to Section 119.0701 of the Florida Statutes, shall:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform its obligations under this Agreement.
- B. Upon request from the County's custodian of public records identified herein and in accordance with any limitations or obligations imposed by federal law, provide the County with a copy of the requested records or allow the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in the Florida Public Records Act, Miami-Dade County Administrative Order No. 4-48, 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 this Agreement's term and following completion of the obligations under this Agreement if AARP does not transfer the records to the County. Nothing in this Agreement shall be construed as a waiver of any exemption from disclosure FIU may have under Florida law, without limitation.
- D. Meet all requirements for retaining public records and transfer to the County, at no cost to County, all public records created, received, maintained and/or directly related to the performance of this Agreement that are in possession of AARP upon termination of this Agreement. Upon termination of this Agreement, AARP shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements, except to the extent prohibited by record retention requirements applicable to federal credit unions.

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 official business of the County.

AARP’s failure to comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes shall be a breach of this Agreement and the County may, at the County’s sole discretion, avail itself of any of the remedies for breach set forth under this Agreement or available at law or equity. In the event AARP fails to meet any of these provisions or fails to comply with Florida’s Public Records Laws, AARP shall be responsible for indemnifying the County in any resulting litigation and will. In addition, AARP will forever stipulate and be obligated to intervene and defend its claim that any public record is confidential, trade secret, or otherwise exempt from inspection and copying under Florida’s Public Records Laws for any public records request arising out of or relating to the Agreement. AARP’s obligations under this section of the Agreement shall survive termination of this Agreement.

**IF AARP HAS QUESTIONS REGARDING THE APPLICATION OF
CHAPTER 119, FLORIDA STATUTES, TO AARP’S DUTY TO
PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT,
CONTACT THE LIBRARY’S CUSTODIAN OF PUBLIC RECORDS**

AT:
MIAMI-DADE PUBLIC LIBRARY SYSTEM
101 WEST FLAGLER STREET, 3rd FLOOR
MIAMI, FLORIDA 33130
ATTN: LEILA KHALIL
EMAIL: KHALILL@MDPLS.ORG

Governing Law/Venue. This Agreement is governed by the laws of the State of Florida. Exclusive jurisdiction and venue of any actions arising out of this Agreement shall be in Miami-Dade County, Florida

Daniella Levine Cava
Mayor, Miami-Dade County

Date

Jesika Davis

Jesika Davis
Project Director

3/14/2022

Date

Please provide your current email address in the space below:

SAFETY IS NO ACCIDENT