

INTERLOCAL AGREEMENT

HUMAN SERVICES DEPARTMENT Hallandale Opportunity Project (HOP)

THIS INTERLOCAL AGREEMENT (this "Agreement") is made and entered into this 20th day of September, 2017, by and between the CITY OF HALLANDALE BEACH, FLORIDA, a Florida municipal corporation (the "City") and the HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic (the "CRA,") (the City and CRA are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties").

RECITALS

Whereas, the Agency desires to contract with the City for the HOP program which will address the needs that exist in the community by assembling a comprehensive approach by integrating various elements needed to tackle unemployment and improve the availability of skilled workers who reside within the City of Hallandale Beach with priority given to individuals that reside within the HBCRA designated area; and

Whereas, the City desires to assist in this effort by providing through the Hallandale Beach Human Services Department, Hallandale Beach Opportunity Project, a workforce development initiative designed to focus on the needs of chronologically unemployed adults and older youth with the purpose of gaining stable employment and enhancing self-sufficiency. The HOP will be comprised of three (3) essential components: (1) Job/Skills Training, (2) Job Identification and Staffing and (3) Monitoring/Quality Control. Whereas, an Interlocal Agreement between the City and the Agency dated October 1, 2016 thru September 30, 2017, will provide funding for employment to residents from the Community Redevelopment Area; and this same Interlocal Agreement provides funds to cover the program expenses; and

Whereas, it is in the best interest of the Agency, the City, and the Citizens of Hallandale Beach, Florida, to establish a workforce development initiative designed to focus on the needs of chronologically unemployed adults and older youth, coordinate with private and City Projects to identify qualified projects, work with local vendors to build capacity and prepare to bid on projects and monitor program performance providing reports on the Community Benefit Plan (CBP); and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the CRA agree as follows:

Section 1. Recitals and Authority.

1.1 Recitals. The Recitals set forth above are true and correct and are incorporated in this Agreement by reference.

1.2 Authority. This Agreement is entered into by the Parties pursuant to Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," and Section 163.400, Florida Statutes, entitled "Cooperation by Public Bodies."

Intent. The intent of HOP is to expand the professional and employability skill levels of Hallandale Beach residents by providing workforce training programs, case management, and job placement services. HOP programming will leverage business interests to secure employment slots for Hallandale Beach residents upon successful completion of training in both the private and public sectors including developers, industry hiring managers, and government agencies. The Community Benefit Plan will be provided by the awarded grantee for

1.3 The Hallandale Beach Human Services Department (Human Services) will provide Program Administration.

1.4 The HOP Program core services will be comprised of four (4) essential components:

- **Job/Skills Training:** This component will consist of engagement of various partners that specialize in training. The HOP proposes that the training be tailored to fit the upcoming needs of developers so that the necessary skills are provided to potential employees. Anticipated partners in this component are local vocational schools, community organizations, and/or private sector entities that provide job skills training.
- **Job Identification and Staffing:** Brokering the job needs of employers (current and anticipated) with the availability and interest of potential employees. This component will entail the responsible party to serve as the City-wide staffing center where developers that have committed to Community Benefit Plans (CBP) and local businesses can post the jobs, along with job descriptions, minimum qualifications, pay, physical requirements, etc. The implementation of this component as part of HOP allows for greater transparency among developers and also allows for tailored training for residents seeking work. This component will also seek to gain a database of local businesses and material suppliers looking to provide bids on upcoming jobs in the City.
- **Compliance and Monitoring Services:** This will involve an independent firm/person who will generate reports from both the Job/Skills Training component and the Job Identification and Staffing component to ensure established outcomes and benchmarks were being met, as those outcomes would serve as support for funding of the responsible party.

1.5 The HOP Program's additional services will include:

- The City of Hallandale Beach adopted Community Benefit Plan (Ord. 2013-03 as such may have been updated) aimed at providing a mechanism for private development (specifically construction) and certain city-funded projects (capital) to generate a direct benefit for local residents. The CBP has two main elements: Workforce Utilization and Hallandale Beach Vendor Utilization.

1.6 Program Outcome Measures:

1. 70 unduplicated Hallandale Beach residents will complete a comprehensive intake assessment to determine their individual strengths, barriers, interests and aptitudes.
1. 35 residents will receive job skills training, professional development and/or licensure, or industry recognized credentials through a series of industry specific education, training and certification programs for demand occupations contributing to a highly skilled workforce.
2. 24 residents and/or program graduates will receive job placement through

direct hire, temp-to-perm hire, and staffing services with follow-up 30, 60 and 90 days post placement.

Project Participants and Administration:

Program Oversight and operations (City)

- HOP Administrator establishes CBP plan for each project
 - City Capital Projects
 - Private Developer
- HOP Analyst

Job Skills Training (Partner Agencies)

- Professional
- Hospitality
- Construction (Skilled and Unskilled)
- Community Benefit Plan

Staffing Placement/Vendor Utilization (Partner Agencies)

- Coordination with Private & City Projects to identify qualified projects
- Work with local vendors to build capacity and prepare to bid on projects

Monitoring (Auditing)

- Responsible for monitoring & providing reports on CBP outcomes & projects
- Monitor for Function #1 and #2

Participant Profile

- Adults, 18 years and older who are currently not employed
- Residents of the City of Hallandale Beach
- Priority is given to individuals who reside within the CRA boundaries of the City of Hallandale Beach

Administration

- Director, Human Services (In-Kind)
- Assistant Director, Human Services (In-Kind)

Section 2. Method of Reimbursement and Compensation.

2.1 Cost of the Service. HBCRA agrees to pay City of Hallandale Beach Three Hundred Three Thousand Dollars (\$303,000) for the abovementioned services. See exhibit A.

2.2 Reimbursement to City. In consideration of providing the services described in Article 2 hereof by the City commencing from October 1, 2016, the CRA will compensate the City, to the extent funds of the CRA are budgeted and available and eligible for payment in accordance with section 163.387(6), Florida Statutes, as consideration for services provided to the CRA during Fiscal Year 2016-2017 by the City. The CRA's payment obligations under this Agreement constitute an obligation to pay and indebtedness in accordance with the Act. These payments will be made in full upon receipt of an invoice from the City.

2.3 Method of Payment. The parties agree that the CRA's obligation to compensate the City pursuant to section 3.1 hereinabove shall be made to City in accordance with the CRA approved budget. It is recognized and acknowledged that such is full compensation to the City therefore; provided, however, any outstanding payment obligation not waived shall be budgeted by the CRA and made available to the City prior to the termination of the trust fund as provided in Chapter 163 of Florida Statutes.

2.4 Annual statement and Payment. The City shall prepare and present to the CRA an annual statement for the preparation and submission of the CRA annual budget. The annual statements reflect current year anticipated costs and all unpaid obligation from prior periods. Any amounts contained in the approved CRA budget for payment to City shall be paid by the CRA prior to September 30, 2017.

Section 3. Term. The term of this Agreement shall begin on October 1, 2016, and end on September 30, 2017. Prior to the end of the term, the scope of services provided herein and the corresponding costs for services will be reevaluated based on needs of the Specified Redevelopment Area for Fiscal Year 2017-2018.

Section 4. Records. City and CRA shall keep such records and accounts as may be necessary to support the cost of services incurred by the CRA in accordance with this agreement, including but not limited to records and documents pertaining to the selection of third party service providers. Such books and records will be available at all reasonable times for examination and audit by CRA and shall be retained as provided by law or for no less than a period of six (6) years after completion of each requested service to performed pursuant to this Agreement.

Section 5. Miscellaneous.

5.1 Headings. The headings of the sections of this Agreement are for convenience only and do not affect meanings of any provisions hereof

5.2 Amendment. The terms, covenants, conditions and provisions of this Agreement cannot be altered, changed, modified or added to, except in writing signed by the City and the CRA and approved by the CRA Board and the City Commission.

5.3 Third Party Beneficiaries. Neither of the Parties intend to directly or substantially benefit any third party by this Agreement. Therefore, Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

5.4 Construction. Both Parties have substantially contributed to the drafting and negotiation of this Agreement and this Agreement shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

5.5 Governing Law; Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida.

Venue for litigation concerning this Agreement shall be in Broward County, Florida.

5.6 Invalidity. If any term or provision of this Agreement, or the application thereof to any person or circumstance is determined to be invalid or unenforceable, then to the extent that the invalidity or unenforceability thereof does not deprive a Party of a material benefit afforded by this Agreement, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and will be enforced to the full extent permitted by law.

5.7 Waiver. No express or implied consent or waiver by a Party to or of any breach or dealt by the other Party in the performance by such other Party of its obligations under this Agreement will be deemed or construed to be a consent or waiver to or of any other breach or dealt in the performance by such other Party of the same or any other obligations of such other Party hereunder. Failure by a Party to complain of any act or failure to act of the other Party or to declare the other Party in default, irrespective of how long such failure continues will not constitute a waiver by such Party of its rights hereunder. The giving of consent by a Party in any one instance will not limit or waive the necessity to obtain such Party's consent in any future instance.

5.8 Independent Contractor. In performing its obligations hereunder, the City shall be deemed an independent contractor and not an agent or employee of the CRA.

5.9 Assignment. Neither this Agreement, nor any interest herein, shall be assigned, transferred or otherwise encumbered by the CRA or the City without the prior written consent of the other Party.

5.10 Notice. Whenever any party desires or is required by this Agreement to give notice to the other party, it must be in writing and given by hand, sent by certified mail, with return receipt requested, or sent by a recognized overnight courier (e.g., Federal Express) addressed to the party for whom it is intended, at the address specified for notice by the Parties from time to time. Notice may also be given by electronic means (e.g., facsimile or email) provided such is followed up with a hard copy by one of the methods in the previous sentence.

5.11 Entire Agreement. 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 with respect to the subject matter hereof.

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IN WITNESS WHEREOF, the City and the CRA hereto have caused this Agreement to be executed as of the date first above written.

CITY:

HBCRA:

CITY OF HALLANDALE BEACH

HALLNADALE BEACH COMMUNITY
REDEVELOPMENT AGENCY

By: _____
ROGER M. CARLTON
CITY MANAGER

By: _____
ROGER M. CARLTON
EXECUTIVE DIRECTOR

ATTEST:

ATTEST:

By: _____
MARIO BATAILLE
CITY CLERK

By: _____
MARIO BATAILLE
HBCRA Clerk

Approved as to form and legal sufficiency:

Approved as to form and legal sufficiency:

By: _____
JENNIFER MERINO
CITY ATTORNEY

By: _____
GRAY ROBINSON, P.A.
HBCRA ATTORNEY

EXHIBIT A

Hallandale Opportunity Project Total Program Costs			
Salary (base)		\$ 111,528	\$ 111,528
Health Insurance:	HMO Family	\$ 27,400	\$ 27,400
Dental Insurance:	Care Family	\$ 120	\$ 120
Vision Insurance	Vision Family	\$ 93	\$ 93
Pension/Retirement Plan:	Management Level 3 - 401A (13%)	\$ 13,056	\$ 13,056
Retirement Health Savings Account?	Yes	\$ 1,500	\$ 1,500
Management Benefit Allowance:	Level 3	\$ 700	\$ 700
Cellular Phone Allowance:	Cell Phone Stipend (\$70/mo)	\$ 840	\$ 840
Long Term Disability (.370%):		\$ 412	\$ 412
Life Insurance (\$8/mo):		\$ 192	\$ 192
FICA Taxes (7.65%*):		\$ 8,531	\$ 8,531
Workers Comp (.15%):		\$ 167	\$ 167
	Total Salary Cost:	\$ 164,542	\$ 164,542
Consultant and Contracts	HOP Program 347-4763-531010	\$ 155,000	\$ 105,000
Consultants and Contracts	HOP Monitor 347-4763-531010	\$ 32,000	\$ 32,000
Office Supplies	347-4763-551000	\$ 700	\$ 700
Printing and Binding		\$ 757	\$ 757
			\$ 138,457
		\$353,000	
			\$ 302,999