

COOPERATIVE AGREEMENT
BETWEEN
THE CITY OF CORAL GABLES, FLORIDA
AND
THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

This Cooperative Agreement, (hereinafter referred to as “AGREEMENT”), is entered into on this 1st day of July, 2022, by and between the City of Coral Gables, (hereinafter referred to as “CITY”), a municipality of the State of Florida whose principal place of business is 405 Biltmore Way, Coral Gables, Florida 33134, and The School Board of Miami-Dade County, Florida, (hereinafter referred to as “M-DCPS”), a political subdivision of the State of Florida, whose principal place of business is 1450 NE 2nd Avenue, Miami, Florida 33132. CITY and M-DCPS are hereinafter collectively referred to as the “PARTIES”.

WITNESSETH

WHEREAS, the CITY operates the CORAL GABLES CITY HALL located at 405 Biltmore Way, Coral Gables, Florida 33134, the 427 BUILDING located at 427 Biltmore Way, Coral Gables, Florida 33134 and the CORAL GABLES PUBLIC SAFETY BUILDING located at 2151 Salzedo Street, Coral Gables, Florida 33134 hereinafter collectively referred to as the “job sites”;

WHEREAS, the PARTIES want to provide students with disabilities with an appropriate employability and job skills training laboratory program at the job sites to reinforce acquisition of employability skills; and

WHEREAS, the PARTIES want students with disabilities to receive the related and

support services necessary for obtaining skills for maintaining employment.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt of which is hereby acknowledged, PARTIES agree as follows:

1. CITY will provide to M-DCPS a current set of rules, regulations, and policies that directly affect the students placed at the job sites. M-DCPS shall acquaint the students with the applicable rules, regulations, and policies, and M-DCPS personnel shall hold said students responsible for complying with all applicable rules, regulations and policies set forth by CITY.
2. PARTIES agree to comply with Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Fair Labor Standards Act, the Americans with Disabilities Act of 1990, and related regulations. PARTIES assure that they do not, and will not discriminate against any student because of, or on the basis of, gender, race, color, religion, ethnic or national origin, political beliefs, marital status, age, sexual orientation, social and family background, linguistic preference or disability.
3. The instructional schedule for the students while on-site at CITY shall be planned jointly by the M-DCPS teacher and the designated representative(s) of CITY. Each party shall maintain a written schedule. Any changes in the instructional schedule must be approved by PARTIES in writing prior to implementation of a new schedule.
4. The responsibility of the M-DCPS teacher while at CITY, with regard to the supervision and instruction of the students, may include as appropriate to the

specific program:

- a. Direct instruction and supervision of the students according to the training plan developed for each student in conjunction with representative(s) of CITY;
 - b. Periodic evaluation of each student in conjunction with CITY representative(s) as to the student's ability to acquire specific job skills and eventual independence, or employment;
 - c. Providing to CITY, on a periodic basis, the proposed schedule for job-related employability skills activities; and
 - d. Availability for scheduled and unscheduled conferences at reasonable times with CITY representative(s) who are directly or indirectly involved with the program.
5. M-DCPS will provide on-site visitations for program support and monitoring by personnel from the Department of Exceptional Student Education.
6. M-DCPS further agrees:
- a. To provide transportation for the students enrolled in the program part-time, to and from CITY;
 - b. To arrange any meetings with school, regional center, or district-based personnel, as deemed necessary to the functioning of the program;
 - c. To provide on-site supervision of students at all times; and
 - d. To provide methods of student evaluation and to assume responsibility for the final grades of the students.
7. CITY further agrees:

- a. To provide for the coordination and placement of up to, but no more than, twelve (12) students per day (with a maximum of six students in each of the two half-day program sessions) into various employability skills activities within the program site; and
 - b. To provide assistance to the M-DCPS teacher through the CITY personnel manager in the training and evaluation of up to, but no more than twelve (12) students total.
8. PARTIES agree that the students covered by the terms of this AGREEMENT are not CITY employees for the purpose of the Fair Labor Standards Act, as evidenced by the following:
- a. The training, even though it includes actual operation of the facilities of CITY, is similar to that which would be given in a vocational school;
 - b. The training is for the benefit of the students;
 - c. The students do not displace regular employees, but work under their close observation;
 - d. CITY, in providing the site for the program, derives no immediate advantage from the activities of the students, and on occasion, its operations may actually be impeded;
 - e. The students are not entitled to jobs at CITY at the conclusion of the training period; and
 - f. The students are not entitled to wages for the time spent in training in the program.

9. It is understood by the PARTIES that all personnel provided by M-DCPS pursuant to this AGREEMENT are M-DCPS employees subject to M-DCPS Policies and applicable labor contracts. M-DCPS employees are not subject to the rules and policies of CITY, unless specifically stated in this AGREEMENT, but will conduct themselves in such a manner as not to jeopardize the operation of CITY.
10. CITY understands and agrees that it is subject to all federal and state laws and M-DCPS Policies, relating to the confidentiality of student information. CITY further agrees to comply with the Family Educational Rights and Privacy Act of 1974. Subject to Chapter 119 of the Florida Statutes, CITY shall regard all student information as confidential and will not disclose student information to any third party.
11. M-DCPS does hereby agree to indemnify and hold harmless CITY to the extent of the limitations included within Section 768.28, Florida Statutes, subject to the provisions in this act whereby M-DCPS 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 \$200,000, or any claim or judgments or portions thereof, which, when totaled with all other claims or judgments paid by the State, its agencies, or subdivisions arising out of the same incident or occurrence, exceeds the sum of \$300,000 from any and all personal injury or property damage claims, liability, losses and causes of action which may arise as a result of M-DCPS's negligence as it relates to the terms and conditions of this AGREEMENT. However, nothing herein shall be deemed to indemnify CITY from any liability or claim arising out of the negligent performance or failure of performance of CITY or as a result of the negligence of any other party.

12. CITY does hereby agree to indemnify and hold harmless M-DCPS to the extent of the limitations included within Section 768.28, Florida Statutes, subject to the provisions in this act whereby CITY 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 \$200,000 or any claim or judgments or portions thereof, which, when totaled with all other claims or judgments paid by the State, its agencies, or subdivisions arising out of the same incident or occurrence, exceeds the sum of \$300,000 from any and all personal injury or property damage claims, liability, losses and causes of action which may arise as a result of CITY's negligence as it relates to the terms and conditions of this AGREEMENT. However, nothing herein shall be deemed to indemnify M-DCPS from any liability or claim arising out of the negligent performance or failure of performance of M-DCPS or as a result of the negligence of any unrelated third party.
13. Prior to the commencement of the students' training at CITY, CITY shall continuously maintain Commercial General Liability Insurance coverage in an amount no less than \$300,000 combined single limit per occurrence during the term of this AGREEMENT. "The School Board of Miami-Dade County, Florida, its officers, directors and employees" shall be named as additional insured on this insurance coverage. As evidence of this insurance, CITY shall furnish a fully completed certificate of insurance signed by an authorized representative providing such insurance coverage. CITY may provide evidence of an ongoing self-insurance program covering the CITY's members, officers, employees and agents for public

liability in lieu of submitting a certificate of insurance.

14. CITY agrees that all of its employees who provide or may provide services under this AGREEMENT have met all background check screening requirements that are in compliance with Florida Statutes, specifically Sections 1012.465, 1012.467, and 1012.468, and, as otherwise known, the Jessica Lunsford Act, and as same may be amended from time to time.

A non-instructional contractor who is exempt from the screening requirements set forth in Section 1012.465, Section 1012.467 or Section 1012.468, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Florida Department of Law Enforcement under Section 943.043, Florida Statutes, and the national sex offender public registry maintained by the United States Department of Justice.

PARTIES further agree that failure by CITY to comply with the requirements of this section shall constitute a material breach of the AGREEMENT entitling M-DCPS to terminate this AGREEMENT immediately with no further responsibility to perform any other duties under this AGREEMENT.

15. This AGREEMENT shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. CITY understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention.
16. This AGREEMENT shall be construed in accordance with the laws of the State of Florida. Any dispute with respect to this AGREEMENT is subject to the laws of

Florida, with venue in Miami-Dade County. Each party shall be responsible for its own attorneys' fees and costs incurred as a result of any action or proceeding under this AGREEMENT.

17. All notices or communication under this AGREEMENT by either party to the other shall be sufficiently given or delivered as follows:

AS TO CITY:

City of Coral Gables
Raquel Elejabarrieta, Director of Labor Relations and Risk Management
2151 Salzedo Street, Suite 540
Coral Gables, Florida 33134

AS TO M-DCPS:

The School Board of Miami-Dade County, Florida
Attn: Dr. Jose L. Dotres, Superintendent of Schools
1450 NE 2nd Avenue, Suite 912
Miami, Florida 33132

With a copy to:

Miami-Dade County Public Schools
Department of Exceptional Student Education
Ms. Angie Torres, Administrative Director
1501 NE 2nd Avenue, Suite 407
Miami, Florida 33132

And a copy to:

The School Board of Miami-Dade County, Florida
Attn: Walter J. Harvey, School Board Attorney
1450 NE 2nd Avenue, Suite 430
Miami, Florida 33132

18. The effective term of this AGREEMENT is from July 1st, 2022, through June 30th, 2023, inclusive. Either party hereto may terminate this AGREEMENT at any time by

giving to the other party notice in writing at least thirty (30) days prior to the intended termination date. In the event of an issue involving health, safety or welfare of the students, M-DCPS may terminate the AGREEMENT immediately. In the event of an issue involving health, safety or welfare of the workplace, CITY may terminate the AGREEMENT immediately.

This AGREEMENT may be modified or amended only in writing by mutual consent of both PARTIES.

19. M-DCPS will obtain the signature of each student participating in the program at CITY on a waiver and release form (a copy of which is attached hereto as Attachment A) prior to such participation in the program at CITY.
20. CITY agrees to comply with all pertinent sections of the Florida K-20 Education Code, Title XLVIII, Florida Statutes, as it presently exists, and further as it may be amended from time to time. Furthermore, CITY agrees that failure to comply with the Florida K-20 Education Code shall constitute a material breach of this AGREEMENT and may result in the termination of this AGREEMENT by M-DCPS.

IN WITNESS WHEREOF, the PARTIES have caused this AGREEMENT to be executed in their respective corporate names and their corporate seals to be affixed by duly authorized officers, all on the day and year first set forth above.

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA

CITY OF CORAL GABLES

BY: _____
Superintendent of Schools or Designee

BY: _____
Mayor or Designee

SUBMITTED BY:

BY: _____
Charge Location Administrator

Date

ATTEST: _____
City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

BY: _____
Attorney for Board

By: _____
City Attorney

REVIEWED AND APPROVED:

BY: _____
Risk Management

EXHIBIT A

**WORK-STUDY PROGRAM RELEASE
THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA**

In consideration of the City of Coral Gables offering the opportunity for students to participate in a work-study program at Coral Gables City Hall and Coral Gables Public Safety Building, known as "Project Victory", I for myself, my heirs, assigns, executors and administrators, do hereby release and forever discharge the City of Coral Gables, their officers, directors, trustees, affiliates, agents and employees from all manners of action, causes of action, suits, debts, damages, or claims and demands of any type or kind whatsoever that may arise on account of any reason or cause, injury or death, whatsoever, occurring from, connected with, or originating from the work-study program at City of Coral Gables.

Furthermore, I recognize and acknowledge that I am a student being permitted on the premises and I am not an employee, agent or servant of City of Coral Gables. I also acknowledge that The School Board of Miami-Dade County, Florida has signed a contract with the City of Coral Gables whereby it agrees to the extent of the limitations included within Florida Statutes 768.28, to indemnify and hold harmless the City of Coral Gables, their officers, directors, trustees, affiliates, agents employees, guests, and patrons, against any and all claims, liabilities, and losses by whoever asserted, arising out of acts or omissions on the part of the School Board of Miami-Dade County, Florida, or its employees or students in conducting the work-study program, including travel to and from City of Coral Gables.

Additionally, I understand and agree that subject to Chapter 119 of the Florida Statutes, any information received by me while training at the job sites pursuant to this Agreement, which is not publicly available, shall not be revealed to any other persons, firms or organizations, and that no reports, information, computer programs, documentation, and/or data given to or prepared or assembled under this Agreement shall be made available to any individual or organization by me without prior written approval of the CITY.

Signature: _____

Printed Name: _____

Parent/Guardian

Signature: _____

Printed Name: _____

Date: _____