



AGENDA

NORTH MIAMI CITY COUNCIL

REGULAR MEETING

**TUESDAY, JANUARY 12, 2016
7:00 P.M.**

* * * * *

TAB G

- ◆ PROPOSED RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A PROGRAM GRANT AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN THE CITY OF NORTH MIAMI AND THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, TO FUND AND IMPLEMENT THE ADULT EDUCATION TUITION PROGRAM FOR ECONOMICALLY CHALLENGED CITY RESIDENTS ATTENDING NORTH MIAMI SENIOR HIGH SCHOOL DURING THE 2015-2016 SCHOOL YEAR, AT A COST NOT TO EXCEED FIFTY THOUSAND DOLLARS (\$50,000.00); PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

Sponsored by: Mayor Smith Joseph, D.O., Pharm.D

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE A PROGRAM GRANT AGREEMENT, IN SUBSTANTIALLY THE ATTACHED FORM, BETWEEN THE CITY OF NORTH MIAMI AND THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, TO FUND AND IMPLEMENT THE ADULT EDUCATION TUITION PROGRAM FOR ECONOMICALLY CHALLENGED CITY RESIDENTS ATTENDING NORTH MIAMI SENIOR HIGH SCHOOL DURING THE 2015-2016 SCHOOL YEAR, AT A COST NOT TO EXCEED FIFTY THOUSAND DOLLARS (\$50,000.00); PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.

WHEREAS, the City of North Miami (“City”) desires to fund and implement the Adult Education Tuition Program for City residents, enrolling at the North Miami Senior High School (“Educational Program”), commencing with the winter trimester of the 2015-2016 school year, at a cost to the City not to exceed Fifty Thousand Dollars (\$50,000.00);

WHEREAS, the Mayor and City Council recognize that a decrease in state funding has translated into a decrease in the adult school enrollment rate, despite the need and increasing demand for adult education courses within the City; and

WHEREAS, the Mayor and City Council realize that sponsoring the Educational Program is in the best interest of the City, and hereby find that the proposed Program Grant Agreement between the City and the School Board of Miami-Dade County, Florida, will enhance the public’s health, safety and welfare.

NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:

Section 1. Authorization of Interim City Manager. The Mayor and City Council of the City of North Miami, Florida, hereby authorize the Interim City Manager to execute a Program Grant Agreement, in substantially the attached form, between the City of North Miami and the School Board of Miami-Dade County, Florida, to fund and implement the Adult Education Tuition Program for economically challenged City residents attending North Miami Senior High School

during the 2015-2016 school year, at a cost not to exceed Fifty Thousand Dollars (\$50,000.00), attached hereto as "Exhibit A".

Section 2. Effective Date. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by a _____ vote of the Mayor and City Council of the City of North Miami, Florida, this ____ day of _____, 2016.

DR. SMITH JOSEPH
MAYOR

ATTEST:

MICHAEL A. ETIENNE, ESQ.
CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

ROLAND C. GALDOS, ESQ.
INTERIM CITY ATTORNEY

SPONSORED BY: MAYOR SMITH JOSEPH, D.O., PHARM. D.

Moved by: _____

Seconded by: _____

Vote:

Mayor Smith Joseph, D.O., Pharm. D.	_____ (Yes)	_____ (No)
Vice Mayor Carol Keys, Esq.	_____ (Yes)	_____ (No)
Councilman Scott Galvin	_____ (Yes)	_____ (No)
Councilman Philippe Bien-Aime	_____ (Yes)	_____ (No)
Councilman Alix Desulme	_____ (Yes)	_____ (No)

EXHIBIT A
GRANT AGREEMENT BETWEEN
THE CITY OF NORTH MIAMI AND
THE SCHOOL BOARD OF MIAMI-DADE COUNTY
ADULT EDUCATION TUITION PROGRAM AT
NORTH MIAMI SENIOR HIGH SCHOOL

This Grant Agreement for the City of North Miami Sponsored Adult Education Tuition Program , for the benefit of City residents attending the North Miami Senior High School Adult Education Program (“Grant Agreement”) is entered into this ___ day of _____, 2016, by and between the **City of North Miami**, a Florida municipal corporation (hereinafter referred to as the “City”), and the **School Board of Miami-Dade County, Florida**, a political subdivision of the State of Florida, (hereinafter referred to as the “School Board”). The City and the School Board shall each be referred to as a “Party”, and collectively as the “Parties.”

In Consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and School Board agree as follows:

Section 1. Implementation of Grant Program:

(a) The School Board and the City agree that commencing _____, the Parties hereto shall implement the City of North Miami Sponsored Adult Education Tuition Program for City residents to enroll with the North Miami Education Center, at the North Miami Senior High School Adult Program (the “Program”) for the 2015-2016 school-year, and continuing thereafter until the funds are expended.

(b) The School Board agrees, subject to the availability of funding from the City, to support the implementation of the Program, in accordance with the terms and conditions of this Grant Agreement.

Section 2. Funding:

The City agrees to provide funding in the amount not to exceed Fifty Thousand Dollars (\$50,000.00) to the School Board, as a one-time payment for the implementation of the Program.

Section 3. School Board Responsibilities:

(a) The School Board shall collect the required documentation from students in order for the City to establish residency.

(b) The School Board shall provide monthly reports to the City regarding student participation, enrollment, and the expenditure of funds.

(c) The School Board shall provide program level academic performance data biannually to the City.

Section 4. City Responsibilities:

Upon the execution of this Grant Agreement, and with the receipt of invoices with supporting documentation from the School Board, the City shall pay the School Board the amount provided in Section 2 above, for the implementation and support of the Program.

Section 5. Resolution of Disputes:

In the event of a dispute relating to this Grant Agreement, the Parties shall seek an amicable resolution through meeting of its respective representatives. In the event that no resolution is agreed upon, each Party may seek any available legal remedy. It is understood and agreed by the Parties that in the event of a dispute, each Party shall be responsible for its own attorney's fees and costs, from inception through all appeals.

Section 6. Effective Date and Term:

This Grant Agreement shall become effective upon execution by the Parties and shall remain in full force and effect for the duration of the funding. This Grant Agreement may be cancelled by either Party with thirty (30) days prior written notice to the other Party.

Section 7. Severability:

If any item or provision of this Grant Agreement is held invalid or unenforceable, the remainder of the Grant Agreement shall not be affected and every other term and provision of this Grant Agreement shall be deemed valid and enforceable to the extent permitted by law.

Section 8. Notice and General Condition:

All notices which may be given pursuant to this Grant Agreement, except notices for meetings provided for elsewhere in this Grant Agreement, shall be in writing and shall be delivered by personal service or by certified mail return receipt requested, addressed to the Parties at their respective addresses indicated below or as the same may be changed in writing from time to time. Such notice shall be deemed given on the day on which personally served, or if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

City of North Miami
Attn: City Manager
776 N.E. 125th Street
North Miami, FL 33161
Phone: (305) 895-9888
Fax: (305) 893-1367

City of North Miami
Attn: City Attorney
776 N.E. 125th Street
North Miami, FL 33161
Phone: (305) 895-9810
Fax: (305) 895-7029

School Board of Miami-Dade County
Attn: Superintendent
1450 N.E. 2nd Avenue, Room 912
Miami, Florida 33132

School Board of Miami-Dade County
Attn: School Board Attorney
1450 N.E. 2nd Avenue, Room 430
Miami, Florida 33132
Phone: (305) 995-1304
Fax: (305) 995-1412

Title and Paragraph headings are for convenient reference and are not intended to confer any rights or obligations upon the Parties to this Grant Agreement.

Section 9. Merger Clause:

This Grant Agreement, sets forth the entire agreement between the Parties and there are no promises or understandings other than those stated herein. It is further agreed that no modification, amendment or alteration of this Grant Agreement shall be effective unless contained in a written document executed by the Parties with the same formality and of equal dignity herein.

Section 10. Assignment:

Neither Party hereto may assign this Grant Agreement without the prior written consent of the other Party hereto.

Section 11. Governing Law and Compliance with Laws:

This Grant Agreement will be interpreted and enforced in accordance with Florida law. The Parties agree that they shall comply with all applicable laws, ordinances and codes of all applicable governmental authorities. To the extent this Grant Agreement conflicts with said laws, rules, ordinances or codes, said laws, rules, ordinances and codes shall prevail.

Section 12. Enforcement of Grant Agreement and Venue:

In the event that either Party is required to enforce this Grant Agreement by court proceedings or otherwise, then the Parties agree that each Party shall be responsible for all its fees and costs including attorneys' fees and costs, from inception through all appeals. Venue shall be in Miami-Dade County, Florida.

Section 13. No Third Party Beneficiaries:

This Grant Agreement is solely for the benefit of the School Board and the City and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Grant Agreement. Nothing in this Grant Agreement expressed or implied is intended, or shall be construed to confer upon any person or corporation other than the School Board and the City, any right, remedy, or claim under or by reason of this Grant Agreement or any of the

provisions or conditions of this Grant Agreement; and all of the provisions, representations, covenants, and conditions contained in this Grant Agreement shall inure to the sole benefit of and shall be binding upon the School Board and the City, and their respective representatives, successors, and assigns.

Section 14. Florida's Public Records Act:

This Grant Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes (2015). City understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The City shall keep records to show its compliance with program requirements. City must make available, upon request of the School Board, a Federal grantor-agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records of the City which are directly pertinent to this specific Grant Agreement for the purpose of making audit, examination, excerpts, and transcriptions. The City shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, CFR 80.36(b)(1). Exempt or confidential information should not be disclosed unless authorized by law. City shall destroy any duplicate records which are exempt from public records disclosure as set forth in Chapter 119, Florida Statutes (2015). Upon termination of this Grant Agreement all public records in possession of the City must be transferred to School Board at no cost. If records are stored electronically, the records must be provided in a compatible format to School Board's operating system.

Section 15. Indemnification

Subject to the limitations of Florida Statute 768.28, the School Board of Miami-Dade County, Florida, hereinafter referred to as the School Board, agrees to indemnify and hold harmless the City from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of the School Board arising out of or in connection with the provisions of this agreement.

Subject to the limitations of Florida Statute 768.28, The City agrees to indemnify and hold harmless the School Board from and against any and all claims, suits, actions, damages, or causes of action arising out of the negligent acts of the City arising out of or in connection with the provisions of this agreement.

IN WITNESS WHEREOF, this Grant Agreement for the City of North Miami City Sponsored Tuition Program Adult Education for City Residents to enroll in the North Miami Adult Education Center at North Miami Senior High School has been executed by and on behalf of the City of North Miami and the School Board of Miami-Dade County, Florida, on this _____ day of _____, 2016.

The School Board of Miami-Dade County, Florida

By: _____
Alberto M. Carvalho
Superintendent of Schools

Date: _____

TO THE SCHOOL BOARD

Approved as to form and legal sufficiency:

School Board Attorney

ATTEST:

City of North Miami, a Florida municipal
corporation: “City”

By: _____

Michael A. Etienne, Esq.
City Clerk

By: _____

Arthur H. Sorey, III
Interim City Manager

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

BY: _____

Roland C. Galdos, Esq.
Interim City Attorney