

**CITY OF NORTH MIAMI
TARGET INDUSTRY WORKFORCE
DEVELOPMENT SCHOLARSHIP PROGRAM
GRANT AGREEMENT**

THIS GRANT AGREEMENT ("Agreement") is entered into as of 4th day of April 2017, between the **CITY OF NORTH MIAMI**, a Florida municipal corporation, located at 776 N.E. 125 Street, North Miami, Florida ("City"), and **Apex Training Center Inc.**, an accredited educational institution organized and existing as a for-profit corporation under the laws of the State of Florida, ("School").

WITNESSETH:

WHEREAS, the City of North Miami ("City") desires to fund and implement the Target Industry Workforce Development Scholarship Program for City residents, enrolling at area Schools, commencing with the passage of Resolution 2017-R-6 (the "Grant"); and

WHEREAS, the School desires to provide the Scope of Services ("Services") listed below;
and

WHEREAS, the City desires to engage the School to render Services to those in need.

NOW, THEREFORE, the Parties agree as follows:

**ARTICLE I
SCOPE OF SERVICES**

The School shall provide educational services to City residents enrolled at the School pursuant to the "**Target Industry Workforce Development Scholarship Program**" attached as Exhibit "A", including but not limited to the following:

- Provide eligible students with scholarships in the amount of no more than Seven Thousand Five Hundred Dollars (\$7,500.00) per student. School is eligible for total maximum amount of Fifteen Thousand Dollars (\$15,000.00) within a thirty (30) day period.
- Provide eligible students a complete and quality education in a field of study directly related to an occupation listed on the State of Florida Department of Economic Opportunity's 2017-2018 Regional Demand Occupations List, attached as Exhibit "B".

**ARTICLE II
CONDITION OF SERVICES**

The School agrees to the following:

- a) The Services shall benefit City of North Miami residents.
- b) Eligible students shall be:
 - 1. City of North Miami residents; and
 - 2. Low income based on HUD Income Guidelines, attached as Exhibit "C"; and
 - 3. Enrolled at the School; and
 - 4. Included in an application submittal by the School; and
 - 5. Enrolled in a Regional Demand Occupation related field of study; and
 - 6. Approved for program eligibility by the City.
 - 7. Students who do not complete the full educational program paid by the **Target Industry Workforce Development Scholarship Program** shall be ineligible to receive future scholarship support from the City.
- c) The School shall forward completed applications to the City's Department of Community Planning & Development, Attention: Sam Blatt for approval.
- d) Upon Approval, the City will provide notice to the School of the student's residency, income, and program choice eligibility and issue a Notice to Proceed.
- e) During the course, the School may be required to submit academic performance and financial expenditure documentation to the City as it relates to students who have received scholarship funding.
- f) The City will review and process all reporting requests received.
- g) The School shall notify the City upon a student's course completion.

ARTICLE III
TERM OF AGREEMENT

This Agreement shall be deemed effective upon execution by both parties, and shall terminate within two (2) years of the date of execution of the Agreement.

ARTICLE IV
DEFAULT

A. For purposes of this Agreement (and the documents referenced or incorporated herein), a default shall include without limitation the following acts or events of the School, its agents and employees, as applicable and as further detailed below:

- (I) Failure to commence services within sixty (60) days from the date of this Agreement.

- (2) Failure to provide the documentation required during the student's course within thirty (30) days from this expiration date.
- (2) Failure to comply with applicable federal, state and local regulations and laws.
- (3) Breach regarding any of the terms and conditions of this Agreement.
- (4) Insolvency or bankruptcy.
- (5) Failure to maintain the insurance required by the City as described in Article XIX of this Agreement.
- (6) Failure to correct defects within a reasonable time as determined by the City.

B. In the event of a breach, the City may exercise any and all rights including those rights expressed in Article V.

C. Additionally, Parties shall be entitled to bring any and all legal and/or equitable actions in Miami Dade County, Florida, in order to enforce their rights and remedies against the breaching party.

ARTICLE V TERMINATION

The City and the School agree that this Agreement may be terminated by either party upon written notice at least thirty (30) days prior to the effective date of such termination, with or without cause.

The City may also suspend or terminate payment to the School in whole or in part for cause. Cause shall include the following:

- a) Failure to comply and/or perform in accordance with this Agreement; or
- b) Submission to the City of reports, which are materially incorrect or incomplete.

The City shall notify the School in writing when payments are being suspended for cause. The notification shall include actions to be taken by the School as a condition precedent to the resumption of payments and a reasonable date for compliance, which shall be no more than thirty (30) days from the notification date.

Upon termination of the Agreement, the School and the City shall meet to determine if any amounts are to be repaid to the City.

It is understood by and between the City and the School that any payment made in accordance with this section to the School shall be made only if the School is not in breach under the terms of this Agreement. If the School is in breach, then the City shall in no way be obligated and shall not pay any sum to the School.

ARTICLE VI AMENDMENTS

Any alterations, variations, modifications, waivers, or provisions of this Agreement shall only be valid when they have been reduced to writing, duly approved and signed by both parties, and attached to the original of this Agreement. This Agreement contains all the terms and conditions agreed upon by the Parties. No other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the Parties.

ARTICLE VII METHOD OF PAYMENT

Upon execution of this Agreement, the City shall make payments to the School for each student's program under this Agreement based on the budgeted costs with supportive documentation in accordance with the terms of this Agreement. The maximum amount payable under this Agreement is **Fifteen Thousand and no/100 Dollars (\$15,000.00)** within any thirty (30) day period. The School shall only receive payments for eligible student applications received by the City within that thirty (30) day time period.

Should a student fail to complete the entire scope of the program being funded by the City, the School must pay back fifty percent (50%) of the total amount originally requested on behalf of the student.

ARTICLE VIII CONFLICT OF INTEREST

The conflict of interest provisions of this section apply to any person who is an employee, agent, consultant, officer, elected official or appointed official of the School.

The School covenants that persons described in this section who exercise any functions or responsibilities under this part or who are in a position to participate in a decision making process or gain information with regard to such activities may not obtain a financial interest in any contract, subcontract or benefit from the educational scholarships being provided under this Agreement, nor may have a financial interest in any contract, subcontract or agreement with respect to the educational scholarships covered under this Agreement, either for themselves or those with whom they have family or business ties.

or to such other address as may be designated in writing.

**ARTICLE XIV
SUBCONTRACTS**

The Parties agree that no assignment or subcontract will be made in connection with this Agreement.

**ARTICLE XV
PERFORMANCE REVIEW**

The City may conduct a formal quarterly review of the School's compliance with the terms of this Agreement. A report of their findings will be made available to the School within thirty (30) days of the completion of the review.

**ARTICLE XVII
SEVERABILITY OF PROVISIONS**

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected if such remainder would then continue to conform to the terms and requirements of applicable law.

**ARTICLE XVIII
GRANT FUNDS**

The School agrees that any Grant funds received shall be used for eligible activities under the program. For those activities undertaken with Grant funds, all of the provisions of this Agreement shall apply. It is further understood that upon expiration of this Agreement, the

School shall transfer to the City any funds on hand under the program and any accounts receivable attributable to the use of these funds consistent with this Agreement.

ARTICLE XIX INSURANCE

The School shall maintain during the term of this Agreement, the insurance specified below:

- a) Workmen's Compensation Insurance as required by Chapter 440, Florida Statutes.
- b) Comprehensive General Liability Insurance in an amount not less than \$500,000 combined single limit for bodily injury and property damage. The policy shall be endorsed to include the City and its officers, agents and employees as additional insureds, with all necessary endorsements showing the City as a first party insured.
- c) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$500,000 combined single limit for bodily injury and property damage.

The Comprehensive General Liability Insurance coverage as required in paragraph (b) above shall include those classifications, as listed in Standard Liability Insurance Manuals, which are applicable to the operations of the School in the performance of this Agreement.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida and executed by duly licensed agents upon whom service of process may be made in Miami Dade County, Florida. All policies shall have a general policy holders rating of "A" or better and a financial rating no less than "X" as reported by Best's Key Rating Guide, published by A.M. Best company, latest edition.

Compliance with the foregoing requirements shall not relieve the School of its liability and obligations under this section or any other section of this Agreement.

In lieu of the above the School may provide evidence of an ongoing self-insurance program for public liability, automobile liability, and workers' compensation covering the School officers, members, and employees.

ARTICLE XX CIVIL RIGHTS

The School agrees to abide and be governed by Title VI and VII, Civil Rights Act of 1964 (42 USC 2000 D & E) and Title VIII of the Civil Rights Act of 1968, as amended, which

provides in part that there will not be discrimination of race, color, sexual orientation, religion, handicap or national origin in performance of this Agreement, in regard to persons served. It is

expressly understood that upon receipt of evidence of such discrimination, the City shall have the right to terminate this Agreement.

The School also agrees to abide and be governed by the Age Discrimination Act of 1975, as amended, 42 USC, which provides in part that there shall be no discrimination against persons in any area because of age.

ARTICLE XXI
PROJECT PUBLICITY

The School agrees that any news release or other type of publicity pertaining to the Program must recognize the City as the funding entity, which provided funds for the program.

ARTICLE XXII
LIMITATION OF LIABILITY

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of this Agreement, so that its liability never exceed the agreed sum of **Fifteen Thousand and no/100 Dollars (\$15,000.00)**. School expresses its willingness to enter into this Agreement with School recovery from the City for any action or claim arising from this Agreement to be limited to **Fifteen Thousand and no/100 Dollars (\$15,000.00)**.

Accordingly, and notwithstanding any other term or condition of this Agreement, the School hereby agrees that the City shall not be liable to the School for damages in an amount in excess of **Fifteen Thousand and no/100 Dollars (\$15,000.00)**, for any action or claim of the School or any third party arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

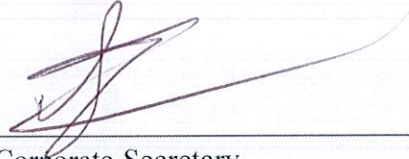
ARTICLE XXIII VENUE,
APPLICABLE LAW

This Agreement shall be governed by the laws of Florida, and any action shall be brought in Miami-Dade County, Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective proper officers duly authorized the day and year first above written.

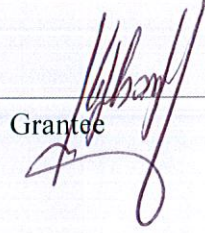
ATTEST:

APEX TRAINING CENTER INC.



Corporate Secretary

By:



Grantee

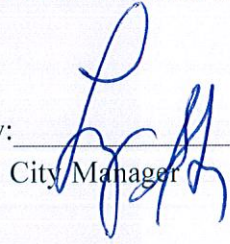
ATTEST:

CITY OF NORTH MIAMI



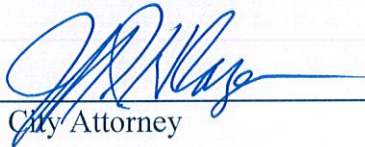
City Clerk

By:



City Manager

Approved as to form
and legal sufficiency:



City Attorney