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Resolution



CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING

#13-1510

TO: Honorable Mayor & Members of the
Fort Lauderdale City Commission

FROM: Lee R. Feldman, ICMA-CM, City Manager *L. Feldman*

DATE: November 5, 2013

TITLE: Walk On - Resolution approving an agreement between the City of Fort
Lauderdale and Partners of the Americas, Inc.

2013 NOV - 5 PM 5: 29

CITY COMMISSION

Recommendation

It is recommended that the City Commission approve an agreement between the City of Fort Lauderdale and Partners of the Americas, Inc. to host a professional Legislative Fellow for a period of four weeks beginning November 12, 2014.

Background

Inspired by President Kennedy, Partners of the Americas is a non-profit, non-partisan organization founded in 1964 as the people-to-people component of the Alliance for Progress. Established as part of the U.S. Agency for International Development, Partners worked to unite volunteers in U.S. States with their counterparts in countries or regions of Latin America. Today, Partners has grown to become an organization that carries out multi-year projects with lasting impacts on communities. Their work covers areas from agriculture and cultural and education exchange, to domestic violence prevention, social inclusion, and youth.

Partners of the Americas' purpose is to build partnerships that create opportunity, foster understanding, and solve real-life problems. A component of the Partners for the Americas efforts in achieving this purpose is their professional Legislative Fellows program. Partners places mid-level professional government or civil society Legislative Fellows from Brazil, Bolivia, Colombia, Dominican Republic, El Salvador, Haiti, Mexico, Nicaragua, and Paraguay in host organizations from all sectors in the United States that are engaged in policy formation, transparency, anti-corruption, citizen advocacy, or citizen participation efforts. Fellowships are customized to be mutually beneficial for Legislative Fellows and the host organization. Through this U.S. Department of State funded exchange program for professionals, Legislative Fellows have the opportunity to work on new or existing projects, and share their best practices, at no cost to the host organization.

The City of Fort Lauderdale seeks to benefit from this professional leadership exchange by hosting a Legislative Fellow for a period of four weeks beginning November 11, 2014. The Legislative Fellow will be housed in the City Manager's Office and will learn about the City's Strategic Management System, as well as assist with process improvement efforts and Spanish outreach for housing programs.

The City looks to build a sustainable, cross-cultural relationship with a professional and organization in a diverse Latin America community, and foster a beneficial exchange by sharing professional expertise and providing professional development for both City staff and the Fellow.

Resource Impact

There is no fiscal impact associated with this action.

Strategic Connections

This item advances a *Press Play Fort Lauderdale Strategic Plan 2018* goal included within the **Internal Support Platform**, specifically advancing:

- **Goal 11:** Be a well-trained, innovative, and neighbor-centric workforce that builds community.

This item advances the *Fast Forward Fort Lauderdale Vision Plan 2035: We are United*.

Attachments:

Exhibit 1 - Professional Fellows Legislative Process and Governance U.S. Host Agreement Form

Exhibit 2 - Resolution

Prepared by: Amy Knowles, Assistant to the City Manager, Structural Innovation

Department Director: Lee R. Feldman, ICMA – CM, City Manager



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U.S. HOST AGREEMENT FORM

Fellow's Name: Maria Lourdes Paredes	Host Organization: City of Ft. Lauderdale
Country of Origin: Paraguay	City/State/Country: Fort Lauderdale, Florida
Fellowship Dates: November 12 – December 6, 2013	Area of Fellowship: Local Governance, Performance Measurement

This Host Agreement ("Agreement"), by and between Partners of the Americas, Inc., ("Partners"), a District of Columbia non-profit corporation, and, City of Fort Lauderdale, a Florida municipality, the ("Host" or "City"), sets forth the agreement between Partners and Host, pursuant to which Partners agrees to train, and place at Host, an individual from overseas to participate in a Fellowship at Host, all as more fully set forth herein.

Partners and Host are referred to individually as "Party" and collectively as "the Parties".

SECTION 1: DEFINITIONS

- A. "Nonprofit Sector" means "citizen sector" and/or "NGO sector" and/or "independent sector" and/or "social sector."
- B. "Fellow" means a non-profit, government, academic, or public sector professional from overseas recruited by Partners and engaged by Host to visit at Host full-time for 4 weeks pursuant to the terms of this Agreement.

SECTION 2: EFFECTIVE DATE AND DURATION

This Agreement shall be effective as of the last date that a Party executes this Agreement ("Effective Date"), as indicated on the signature page hereto. This Agreement will terminate on last date of the Fellowship unless otherwise extended in writing by the Parties or otherwise terminated pursuant to Section 5 hereof.

SECTION 3: HOST OBLIGATIONS

- A. No later than within ten (10) business days of the Effective Date of this Agreement, Host shall provide Partners with the following information:



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- (1) a work plan (the “Work Plan”) for the Fellow, including but not limited to the following:
 - (a) primary location where the Fellow will be engaged in activity;
 - (b) the name and/or position of an individual at Host who will coordinate with the Fellow; and
 - (c) description of the activities in which the Fellow will be able to take part. This Work Plan should not include more than twenty percent (20%) administrative duties. These duties, including what constitutes “administrative duties,” shall be specifically described in the Work Plan.

- B. Prior to the start of the Fellowship, Host shall identify a liaison at Host to be the point of contact for Partners.

- C. As a condition precedent to the effectiveness of this Agreement and of the Fellowship, the Fellow shall pass, to the Host’s satisfaction, a background check conducted by the Host.

- D. During the Fellowship dates, Host shall:
 - (1) Provide an orientation of the Host Organization to the Fellow.
 - (2) Provide suitable office space for the Fellow, including but not limited to: a desk, computer, phone, and internet access.
 - (3) Provide an employee manual and discuss appropriate dress code, working hours, responsibilities and expectations, etc. with the Fellow during the first week of the placement.
 - (4) Assist the Fellow in completing the work plan by providing the necessary briefings, professional introductions and ideas to ensure that the Fellow is meeting Host’s expectations.
 - (5) Use reasonable best efforts to create opportunities for the Fellow’s development, such as participating in staff meetings, attending conferences, participating in seminars, attending speeches, and developing a mentor-mentee relationship with senior staff.
 - (6) Provide any other information reasonably requested by Partners for evaluation purposes and for purposes of complying with any and all legal obligations Partners may have with respect to the Fellow.
 - (7) Respect the religious and cultural practices of the Fellow and consider allowing additional (or different) leave days to respect religious or cultural traditions. These religious and cultural holidays should be discussed and agreed to during the first week at Host.
 - (8) Allow the Fellow to attend Partners site visits on a weekly basis or as scheduled by Partners.



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- (9) Provide the Fellow with any additional leave reasonably necessary to attend Partners obligations and opportunities (e.g. training opportunities, public speaking opportunities, and time to interact with funders). Partners will limit these events to five (5) business days or less over the course of the Fellowship and will provide Host with reasonable advance notice of such events that will require the Fellow to be absent from work.

E. Host agrees not to:

- (1) pay the Fellow a salary during the term of this Agreement;

SECTION 4: PARTNERS OBLIGATIONS

- A. Visa Requirements. Partners will use its reasonable best efforts to assist the Fellow in obtaining a J-1 visa, which allows him/her to remain in the United States for [the duration of the fellowship, which will include (1) week in Washington, DC for the Professional Fellows Congress hosted by the State Department. Ultimately, visa approval is solely the decision of the U.S. Government.
- B. Fellow Benefits. Partners shall provide the Fellow with benefits, such as health insurance, a living stipend and ongoing training. Fellow is not an employee of Host and Partners will ensure that Fellow understands he/she is not an employee of Host, and that Host has no obligation to pay Fellow's compensation or benefits or withhold and pay any taxes.
- C. Responsibility. Fellow will legally be a Trainee enrolled on a J -1 Partners of the Americas Fellowship Program and a volunteer of the Host. Partners will be responsible for regular reporting to the State Department on the Fellow's status in the United States. Host will not have any responsibilities for reporting to any government agency with respect to the Fellow, but shall report to Partners any information reasonably needed by Partners to comply with requirements of government agencies with regard to Fellow.

SECTION 5: TERMINATION OF THE FELLOW

- A. [Reserved.]
- B. Recommendation for Dismissal. Host may recommend the Fellow for dismissal provided the Host follows the following procedures:
- (1) Host shall verbally inform the Fellow of any failure to perform duties assigned under the Work Plan. Additionally, Host must provide the Fellow with a written



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description of any such duties assigned he/she failed to perform, to which the Fellow may provide written comments. This document must be signed and acknowledged by both Host and the Fellow. This document will detail responsibilities the Fellow must uphold and the consequences if the Fellow fails to correct them. This will serve as the first warning for the Fellow. Host shall provide Partners with a copy of this document as soon as reasonably practicable, but in any event, no later than three (3) calendar days after it has been signed by both the Fellow and Host.

- (2) If there is a second violation of the Work Plan, then Host shall provide a second verbal warning to the Fellow, while informing a Partners representative. Additionally, Host must provide the Fellow with a written description of any such duties assigned he/she failed to perform, to which the Fellow may provide written comments, and this document must be signed and acknowledged by Host, the Fellow, and Partners. This document will clearly indicate that if the Fellow violates the Work Plan a third time, he/she will be sent back to his/her home country.
- (3) If there is a third violation of the Work Plan, Host, the Fellow, and Partners will attend a meeting at which Host will make clear its desire to end the relationship with the Fellow. Partners will honor the recommendation for termination. In the event of such termination, Partners will make arrangements to send the Fellow back to his/her home country.

- C. Immediate Dismissal for Cause. Host may immediately dismiss the Fellow at any time for Cause by providing written notice to the Fellow and Partners, which shall specify the facts that Host believes form the basis for Cause.

For purposes of this Section 5(C), "Cause" means:

- (1) The Fellow has committed fraud, misappropriation, or embezzlement in connection with Host's business;
 - (2) The Fellow has committed, or been convicted of, a felony or other serious illegal act as determined by the Host; or
 - (3) The Fellow's actions or behavior pose a threat or potential harm to Host or its employees or volunteers.
- D. Inappropriate Recommendations for Termination. The Fellow cannot be recommended for termination for any reason inconsistent with applicable law, including for reasons based on religion, culture, sexual orientation, physical handicap, age, or gender.
- E. Partners reserves the right to terminate the Fellow's relationship with Host and return the Fellow to his/her home country at any time if Partners finds just cause.



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SECTION 6: DISPUTE RESOLUTION

In the event of any dispute between Partners and Host arising out of, or relating to, this Agreement, or any of its obligations under this Agreement, the Parties agree that they will act in good faith and use their best efforts to resolve such dispute within a reasonable time period.

SECTION 7: TRANSFER

Neither this Agreement nor any rights or privileges granted by this Agreement shall be transferable without the prior written consent of both Parties.

SECTION 8: NO EMPLOYMENT, JOINT-VENTURE, OR LEGAL PARTNERSHIP

This Agreement does not constitute a contract of employment and does not create a joint-venture or legal partnership between the Parties.

SECTION 9: AMENDMENT

This Agreement may not be amended without written consent by both Parties.

SECTION 10: NOTICES

Any notice or communication required by this Agreement shall be in writing and shall be delivered personally, sent by facsimile, sent via email or sent by certified, registered or express mail, postage pre-paid to the following:

Lee R. Feldman, City Manager
City of Fort Lauderdale
101 N. Andrews Ave
Fort Lauderdale, FL 33301
lfeldman@fortlauderdale.gov
Phone: 954-828-5959

Melissa Golladay
Partners of the Americas
1424 K Street, NW, #700
Washington, DC 20005
mgolladay@partners.net
Phone: 202-637-6224

All notices will be effective upon delivery.



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SECTION 11: PRIVACY

The relationship created by this Agreement will not be confidential. Host consents to being listed as a "Host Organization" (or similar delineation) on the Partners of the Americas website.

Partners and Host may represent each other as "Partners" (without affecting the legal relationship between the Parties) on their respective websites, on applications for funding, and on any other applications and documents as necessary.

SECTION 12: COMPLIANCE WITH APPLICABLE LAWS

Both Parties agree to comply in all material respects with all applicable international, federal, state and local laws in connection with the performance of their respective obligations under this Agreement.

SECTION 13: GOVERNING LAW; FORUM

This Agreement shall be governed by the laws of the State of Florida. Venue for any lawsuit by either Party against the other Party, or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.

SECTION 14: ENTIRE AGREEMENT

This Agreement constitutes the entire agreement by and between the Parties and supersedes all prior and contemporaneous understandings of the Parties.

SECTION 15: BINDING EFFECT

This Agreement shall be binding upon, and inure to the benefit of, the Parties and their successors and assigns.

SECTION 16: WAIVER AND SEVERABILITY

Failure by either Party to exercise any of its rights under, or to enforce any provision of, this Agreement will not be deemed a waiver or forfeiture of such rights or ability to enforce such provision. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remainder of this Agreement will remain in full force and effect.

SECTION 17: MISCELLANEOUS



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- A. The headings in this Agreement are for convenience purposes only and should not be used in interpreting this Agreement.
- B. The Sections of this Agreement that by their nature or by their express terms are intended to survive the expiration or termination of this Agreement shall so survive.
- C. Each Party agrees that delivery of an executed copy of this Agreement via facsimile or electronic transmission shall have the same force and effect as hand delivery with original signatures, and that each Party may use facsimile or electronic signatures as evidence of the execution and delivery of this Agreement to the same extent that original signatures could be used.
- D. Partners shall protect and defend at Partners' expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by Partners or by the Fellow or by any officer, employee, agent, invitee, or subcontractor of Partners, and from and against any losses, claims, damages, settlements, judgments, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any personal injury to the Fellow. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement.
- E. Partners shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of Partners to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.



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Partners' insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

F. Partners shall:

a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2013), as may be amended or revised, 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.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the City, all public records in possession of the contractor upon termination of this contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.



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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and in effect on the last date set forth below.

ATTEST:

Jonda K. Joseph, City Clerk

CITY OF FORT LAUDERDALE

By: _____
John P. "Jack" Seiler, Mayor
Date:

By: _____
Lee R. Feldman, City Manager

Approved as to form:

Senior Assistant City Attorney

ATTEST

By: _____
Print Name: _____
Secretary

PARTNERS OF THE AMERICAS, INC.

By: _____
Print Name: _____
Chief Financial Officer
Date:

(Corporate Seal)

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by _____ as Chief Financial Officer for Partners of the Americas, Inc., a District of Columbia non-profit corporation.

(SEAL)

Notary Public, State of _____
(Signature of Notary Public)

(Print, Type, or Stamp Commissioned Name
Of Notary Public)



PROFESSIONAL
FELLOWS

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Personally Known ____ OR Produced Identification ____

Type of Identification Produced _____



PROFESSIONAL
FELLOWS

**U.S. Department of State
Bureau of Educational and Cultural Affairs
Office of Citizen Exchanges**

Please forward signed agreement in pdf format:

Penelope Kim

Program Officer, Legislative Fellows Program

Partners of the Americas

pkim@partners.net

RESOLUTION NO. 13-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, APPROVING AN AGREEMENT BETWEEN THE CITY OF FORT LAUDERDALE AND PARTNERS OF THE AMERICAS, INC., TO HOST A LEGISLATIVE FELLOW

WHEREAS, the Legislative Fellows program is an exchange program for professionals that is implemented by Partners of the Americas, Inc., and which aims to bridge civil society and government; and

WHEREAS, Partners of the Americas, Inc., proposes that the City of Fort Lauderdale host a Legislative Fellow,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA:

SECTION 1. That an agreement between the City of Fort Lauderdale and Partners of the Americas, Inc., to host a Legislative Fellow, in substantially the form attached to Commission Agenda Memo No. 13-1510, is approved.

ADOPTED this the _____ day of _____, 2013.

Mayor
JOHN P. "JACK" SEILER

ATTEST:

City Clerk
JONDA K. JOSEPH