

**CITY OF FORT LAUDERDALE
SUMMER YOUTH EMPLOYMENT AGREEMENT**

THIS CITY OF FORT LAUDERDALE SUMMER YOUTH EMPLOYMENT AGREEMENT, (“Agreement”), made and entered into this ____ day of _____, 2026, is by and between the City of Fort Lauderdale, a Florida municipality, (“City or CITY”), whose address is 101 NE 3rd Avenue, Suite 2100, Fort Lauderdale, Florida 33301, and CareerSource Broward, the administrative entity and fiscal agent for the CareerSource Broward Council of Elected Officials, a consortium of the Cities of Fort Lauderdale and Hollywood, and Broward County, existing under and by virtue of the laws of the State of Florida as an interlocal unit of Government, (“CSBD”), whose principal place of business is 2890 West Cypress Creek Road, Fort Lauderdale, Florida 33309.

WHEREAS, CITY desires to partner with CSBD to provide a Summer Youth Employment Program to youths aged 16 through 18 years old, who reside within the legal boundaries of the City of Fort Lauderdale; and

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

I. SCOPE OF SERVICES

A. City agrees to provide a summer youth employment program to youths aged 16 through 18 years old who reside within the legal boundaries of the City of Fort Lauderdale and who are referred to City by CSBD for 30 hours a week and for up to eight weeks ("Summer Program"). The Summer Program for calendar year 2026 ("2026 Summer Program"), shall begin on June 8, 2026, and end on August 4, 2026. CSBD shall conduct student orientation sessions for the 2026 Summer Program from June 8, 2026, through June 10, 2026. The City’s City Manager is authorized under this Agreement to set dates on behalf of City.

B. CSBD agrees to pay the wages for all youth assigned to City who are participating in the Summer Program.

C. CSBD agrees to verify that all youths assigned to the Summer Program, for purposes of this Agreement, reside within the legal boundaries of the City of Fort Lauderdale. City agrees to provide CSBD with a map identifying the City of Fort Lauderdale boundaries for verification purposes. City agrees that if a youth moves outside of the boundaries of the City during the Summer Program that the youth can continue to remain in their job assignment and the City will continue to pay for that youth during the Summer Program so long as the original job assignment is located within the legal boundaries of the City of Fort Lauderdale.

D. City agrees to provide funding for the 2026 Summer Program not to exceed the amount of one hundred and fifty thousand dollars (\$150,000) subject to this Agreement on a reimbursement basis to serve up to sixty-three (63) youths during the Summer Program. City’s obligation to pay under this section is contingent upon the City’s City Commission approving the

annual appropriation of such funds for the corresponding Summer Program in accordance with Florida Statutes and the Charter, ordinances, and policies of the City of Fort Lauderdale, Florida. CSBD must provide City with receipts and/or invoices for all services rendered and goods provided in connection with the Summer Program. City will review all invoices submitted by CSBD and, if inaccuracies and/or errors are discovered in any such invoice, City will inform CSBD Summer Program Manager within twenty-one (21) working days by e-mail, fax and/or mail of such inaccuracies and/or errors and request that revised copies of all such documents be re-submitted by CSBD to City. The City's decision regarding the accuracy of the receipts and/or invoice shall be final. CSBD shall submit its final invoice to City no later than September 15 following each Summer Program subject to this Agreement. City reserves the right to withhold payment on any request for payment involving a disputed invoice submitted by CSBD.

E. The Summer Program shall encompass the duties and responsibilities identified by City in the Job Order(s) submitted to CSBD no later than April 30 of the program year. CSBD agrees to notify City at least seven (7) days in advance of a change to the Worksite Supervisor or the location to which the youth is assigned. City shall notify CSBD at least seven (7) days in advance of a change to the job duties. For purposes of this Agreement, City shall have final approval over location assignments of youth in the Summer Program.

F. City agrees to supervise the youths referred and assigned to City and send work site supervisors to Worksite Supervisors Training Sessions to be held by CSBD during the months of May and/or June. It shall be the responsibility of CSBD to review the supervisor's handbook with those worksite supervisors who are unable to attend the Worksite Supervisors Training Sessions.

G. CSBD shall provide the Worksite Supervisor with a copy of the Worksite Supervisor's Handbook. In the event of a change in supervisor, City shall assure the new supervisor is provided with the above information.

H. City shall comply with applicable federal and state child labor laws, rules, and regulations in the assignment of work to the youth.

I. City shall assure that the time worked by the youth is recorded on time sheets in segments of fifteen minutes. The timesheets shall be signed by the youth and the Worksite Supervisor and submitted to CSBD in accordance with a procedure to be established by CSBD for the collection of the time sheets.

J. City shall assure youth do not work in excess of 30 hours a week. Youth may not be requested to work overtime. Youth may not accrue or be paid sick, vacation, or holiday time during the period of their Summer Program work experience.

K. Worksites to which youth are assigned shall be sanitary and safe.

L. City shall allow representatives of CSBD and the Children's Services Council, which is one of the grantor agencies providing the funds for the youths' wages, to visit City's worksites for the purpose of monitoring the Summer Program.

M. CSBD shall maintain the records and files, containing, but not limited to, timesheets, attendance records, supervisor and work assignments relating to the Summer Program work experience for as long as required by Florida law and the applicable public records retention schedules, and shall make them available to CSBD upon request.

II. TERM AND TIME OF PERFORMANCE

The term of this Agreement shall commence upon execution by all parties and end on September 30, 2026. CSBD shall have incurred all expenditures of funds that are reimbursable pursuant to this Agreement on or after October 1, 2025, and before September 30, 2026. The effectiveness of this Agreement is subject to and conditioned on the City's budget appropriation to fund this Agreement and the availability of funds.

III. PAYMENT

A. It is expressly agreed and understood that the total amount to be paid by the City pursuant to this Agreement shall not exceed \$150,000, subject to and conditioned on the City's budget appropriation to fund this Agreement and the availability of funds. The funds will be distributed monthly, on a reimbursement basis, following the City's receipt of supporting receipts, invoices, and reports detailing the services set forth in this Agreement. In no event will CSBD be compensated for any services that have not been described in this Agreement or in a separate amendment to this Agreement. This Section shall survive the expiration or early termination of this Agreement.

IV. NOTICES

Notices required by or otherwise related to this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery, or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

FOR CITY:
City Manager
City of Fort Lauderdale
101 NE Third Avenue, Suite 2100
Fort Lauderdale, Florida 33301

WITH A COPY:
City Attorney
City of Fort Lauderdale
1 E. Broward Blvd., Suite 1320
Fort Lauderdale, Florida 33301

FOR CSBD:
President/CEO
CareerSource Broward
2890 West Cypress Creek Road
Fort Lauderdale, FL 33309

V. GENERAL CONDITIONS

A. Independent Contractor

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties.

B. Indemnification

Nothing herein is intended to serve as a waiver of sovereign immunity by either party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. Both parties are state agencies or political subdivisions as defined in Section 768.28, Florida Statutes, and, subject to the limitations set forth in Section 768.28, Florida Statutes (2025), as may be amended or revised, each party agrees to be fully responsible for the negligent acts and omissions of its respective employees while acting within the scope of the employee's office or employment to the extent permitted by law.

C. Amendments

No modification, amendment, or alteration of the terms or conditions contained in this Agreement shall be effective unless contained in a written document executed by the parties hereto with the same formality and of equal dignity herewith, except that the City may, in the City's sole discretion, amend this Agreement to conform with federal, state, or local governmental guidelines or policies.

D. Severability

If any provision of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement not having been held invalid by a court of competent jurisdiction shall remain in full force and effect.

E. Compliance

Both parties shall at all times conduct their affairs in accordance with and be in compliance with all applicable laws, ordinances, and regulations.

F. Insurance

CSBD will provide Worker's Compensation Insurance for all youth participating in the Summer Program work experience. City's Risk Manager shall approve or disapprove all Certificates of Insurance no later than thirty (30) days prior to the beginning of the Summer Program. City shall inform CSBD immediately should an accident or injury occur at the job site involving a participant.

Each party acknowledges without waiving its right of sovereign immunity as provided by § 768.28, Florida Statutes, that each party is insured or self-insured for tort liability under state law with coverage limits of \$200,000 per person and \$300,000 per occurrence, or such monetary waiver limits that may change and be set forth by the legislature.

Each party shall procure and maintain at its own expense and keep in effect during the full term of the Agreement, a policy or policies of insurance or self-insurance under a Risk Management Program in accordance with § 768.28 Florida Statutes for General Liability coverage, and Workers' Compensation coverage, including Employer's Liability, with benefits in accordance with Chapter 440 Florida Statutes.

Self-insurance and/or insurance requirements shall not relieve or limit the liability of either party, except to the extent provided by § 768.28 Florida Statutes. Both parties reserve the right to require other insurance coverage that both parties deem mutually necessary depending upon the risk of loss and exposure to liability, subject to each party's Commission or Governing Board approval, if necessary.

Violations of the terms of this section and its subparts shall constitute a material breach of the Agreement and the non-breaching party may, at its sole discretion, cancel the Agreement and all rights, title and interest shall thereupon cease and terminate.

No activities under this Agreement shall commence until the required letter of self-insurance and/or certificates of insurance have been received and approved by the Risk Managers of each party.

G. Section Headings and Subheadings

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

H. Waiver

The parties agree that each requirement, duty and obligation set forth in this Agreement is substantial and important to the formation of this Agreement and, therefore, is a material term. Either party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver

shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

I. Entire Agreement

This Agreement shall constitute the entire agreement between City and CSBD, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and CSBD with respect to this Agreement. No prior written or contemporaneous oral promises or representations shall be binding. All representations and warranties made herein regarding obligations to maintain and allow inspection of records shall survive the termination of this Agreement.

J. Governing Law; Venue

This Agreement shall be governed by and construed in accordance with 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 the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.

K. Termination

1. This Agreement may be terminated by either party for convenience upon fifteen (15) days' prior written notice to the other party. Notice of termination shall be provided in accordance with the NOTICE section of this Agreement.
2. CSBD may terminate this Agreement upon twenty-four (24) hours' written notice to City in the event that CSBD is deobligated or that the Grant under which this Summer Program is funded is terminated.
3. CSBD may terminate this Agreement at any time that CSBD President/CEO determines that City has failed to comply with any of the provisions contained in this Agreement or City has failed to take corrective action after receiving oral or written requests to do so within an appropriate time.
4. The Summer Programs and the City's funding of the Summer Programs shall cease immediately upon the early termination of this Agreement.

L. Legal Representation

It is acknowledged that each party to this agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

IN WITNESS WHEREOF, the City and CSBD execute this Agreement as follows:

ATTEST

City of Fort Lauderdale, a municipal corporation of
the State of Florida.

David R. Soloman, City Clerk

By: _____
Dean J. Trantalis, Mayor

Date: _____

By: _____
Rickelle Williams, City Manager

Approved as to form and correctness:

Eric W. Abend
Senior Assistant City Attorney

WITNESSES:

CareerSource Broward, the administrative entity and fiscal agent for Career Source Broward Council of Elected Officials.

Signature

By: _____
Carol Hylton, President/CEO

Print Name

Date: _____

Signature

Print Name

Approved as to form by the CareerSource Broward
General Counsel
2890 W. Cypress Creek Road
Fort Lauderdale, FL 33309

By: _____
Rochelle J. Daniels
General Counsel

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2026, by Carol Hylton as President/CEO for CareerSource Broward, the administrative entity and fiscal agent for Career Source Broward Council of Elected Officials.

(SEAL)

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

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

Personally Known _____ OR Produced Identification _____
Type of Identification Produced: _____