

SUMMER YOUTH EMPLOYMENT AGREEMENT

THIS IS AN AGREEMENT, entered into on the 16th day of April, 2013 between:

CITY OF FORT LAUDERDALE (hereinafter referred to as "Contractor"), a municipal corporation of the State of Florida, having its principal offices at 100 N. Andrews Ave., Fort Lauderdale, FL 33301

AND

WORKFORCE ONE EMPLOYMENT SOLUTIONS (hereinafter referred to as "WF1"), the administrative entity and fiscal agent for the WorkForce One 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.

WHEREAS, the City Commission, by Motion at its meeting of April 16, 2013 authorized the proper city officials to enter into this Agreement with WF1;

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, WF1 and Contractor agree as follows:

1. SCOPE OF SERVICES

- A. The term of this Agreement shall be for three (3) years from the date of this Agreement. Contractor agrees to provide a summer work experience 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 Contractor by WF1 for 30 hours a week and for up to eight weeks. ("Summer Program"). The 2013 summer work experience shall begin on June 17, 2013 and end August 6, 2013. The student orientation session for the 2013 Summer Program shall run from June 10, 2013 through June 12, 2013. ("Summer Program"). The dates for the 2014 & 2015 Summer Program shall be mutually agreed to by both parties no later than ninety (90) days prior to the beginning date of the Summer Program for that year. The City Manager shall be delegated the authority under this Agreement to choose such dates for the Contractor.
- B. WF1 agrees to pay the wages for all youth assigned to Contractor who are participating in the Summer Program.
- C. WF1 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. Contractor agrees to provide WF1 with a list of City of Fort Lauderdale zip codes for verification purposes. Contractor 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 Contractor will continue to pay for that youth so long as the original job assignment is located within the legal boundaries of the City of Fort Lauderdale.

- D. Contractor agrees to provide funding for the Summer Program not to exceed the amount of *one hundred sixty thousand dollars (\$160,000.00)*. Contractor's obligation to pay under this section is contingent upon the City Commission approving the annual appropriation and expenditure of such funds for the Summer Program in accordance with Florida Statutes. WF1 must provide Contractor with receipts and/or invoices for all services rendered and goods provided in connection with the Summer Program. Contractor will review all invoices submitted by WF1 and, if inaccuracies and/or errors are discovered in said invoice, Contractor will inform the WF1 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 WF1 to Contractor. The Contractor's decision regarding the accuracy of the receipts and/or invoice shall be final. WF1 shall submit its final invoice to Contractor no later than September 15th of each year of the Summer Program. Contractor reserves the right to withhold any request for payment involving a disputed invoice submitted by WF1.
- E. The Summer Program work experience shall encompass the duties and responsibilities identified by Contractor in the Job Order(s) submitted to WF1 and attached to this Agreement as Exhibit "A". WF1 agrees to notify Contractor at least seven (7) days in advance of a change to the Worksite Supervisor or the location to which the youth is assigned, so long as WF1 has seven (7) days notice. In any event, WF1 shall notify Contractor's liaison by phone as soon as WF1 is aware that there will be a change in personnel. Contractor shall notify WF1 at least seven (7) days in advance of a change to the job duties listed in the attached Exhibit "A". For purposes of this agreement, Contractor shall have final approval over location assignments of youth in the Summer Program.
- F. Contractor agrees to supervise the youths referred and assigned to Contractor and send work site supervisors to

Worksite Supervisors Training Sessions to be held by WF1 during the months of May and/or June. It shall be the responsibility of WF1 to review the supervisors handbook with those worksite supervisors who are unable to attend the Worksite Supervisors Training Sessions.

- G. Contractor shall provide the Worksite Supervisor with a copy of the Worksite Supervisor's Handbook, which shall be distributed by WF1 to Contractor. In the event of a change in supervisor, Contractor shall assure the new supervisor is provided with the above information.
 - H. Contractor shall comply with applicable Federal and State Child Labor laws, rules, and regulations in the assignment of work to the youth.
 - I. Contractor 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 WF1 in accordance with a procedure to be established by WF1 for the collection of the time sheets.
 - J. Contractor 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. Contractor shall allow representatives of WF1 and the Children's Services Council, which is one of the grantor agencies providing the funds for the youths' wages, to visit Contractor's worksites for the purpose of monitoring the Summer Program.
 - M. Contractor 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 and shall make them available to WF1 upon request.
2. NEGLIGENCE, HOLD HARMLESS, 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 Chapter 768.28, Florida Statutes, and agree to be fully responsible for the acts and omissions of its respective agents or employees to the extent permitted by law.

3. **INSURANCE** – WF1 will provide Workers Compensation Insurance for all youth participating in the Summer Program work experience. Contractor’s Risk Manager shall approve all Certificates of Insurance no later than thirty (30) days prior to the beginning of the Summer Program. Contractor shall inform WF1 immediately should an accident or injury occur at the job site involving a participant.
4. **NON-DISCRIMINATION** – Contractor shall comply with the prohibitions against discrimination in, the Age Discrimination Act of 1975, section 504 of the Rehabilitation Act, title IX of the Education Amendment of 1972, and under title VI of the Civil Rights Act of 1964 with respect to the performance of their obligations under this Agreement, and shall comply with the physical and programmatic accessibility and reasonable accommodations requirements of section 504 of the Vocational Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990 as amended. Contractor shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 161/2), national origin, marital status, political affiliation, or physical or mental disability.
5. **NOTICE** – Whenever either party desires to give notice unto the other, it shall be given by hand delivery or written notice, sent certified by U.S. Mail, return receipt requested, addressed to the party to whom it is intended, at the places last specified, and the places for giving notice shall remain such until they are changed by written notice in compliance with this subsection. For the present, the parties designate the following as respective places for giving notice, to wit:

FOR WORKFORCE ONE EMPLOYMENT SOLUTIONS:

WorkForce One Employment Solutions
6301 N.W. 5th Way, Suite 3000
Fort Lauderdale, FL 33309

FOR CITY:

City of Fort Lauderdale
City Manager's Office
100 North Andrews Avenue, 7th Floor
Fort Lauderdale, FL 33301

WITH A COPY TO:

City of Fort Lauderdale
City Attorney's Office
100 North Andrews Avenue, 7th Floor
Fort Lauderdale, FL 33301
Attention: Carrie Sarver, Esq.

6. TERMINATION

- A. This Agreement may be terminated by either party for convenience upon fifteen (15) days prior to written notice to the other party. Notice of termination shall be provided in accordance with the NOTICE section of this Agreement.
- B. WF1 may terminate this Agreement upon twenty-four (24) hours written notice to the Contractor in the event that WF1 is deobligated or that the Grant under which this Summer Program is funded is terminated.
- C. WF1 may terminate this Agreement at any time that WF1 President/CEO determines that Contractor has failed to comply with any of the provisions contained in this Agreement or Contractor has failed to take corrective action after receiving oral or written requests to do so within an appropriate time.

7. GOVERNING LAW – This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any litigation or administrative proceedings concerning this Agreement shall be in Broward County, Florida.

8. ENTIRE AGREEMENT – This Agreement incorporates and includes, all prior negotiations, correspondence, conversations, Agreements, and understanding applicable to the matter contained herein and the parties agree that there are no commitments, Agreements, or understandings concerning the

subject matter of this Agreement, that are not contained in this document. It is further agreed that no modification, amendment or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed by the Contractor and WF1.

9. SEVERABILITY – If any provision of this Agreement or the application of any provision to any party or circumstance shall be prohibited by or invalid under applicable law, the provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remaining provisions of the Agreement or their application to other parties or circumstances.
10. WAIVER – The Contractor’s waiver or breach of any term, condition, or covenant of this Agreement shall not constitute the waiver or breach of the same or any other term, condition, or covenant of this Agreement.
11. COMPLIANCE WITH LAWS – In the performance of the services contemplated under this Agreement, the parties shall comply with applicable regulatory requirements including federal, state, and local laws, rules, regulations, ordinances, orders, codes, criteria and standards.
12. MISCELLANEOUS PROVISIONS
 - A. Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes) which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to WF1, may not submit a bid on a contract to provide any goods or services to WF1, may not submit a bid on a contract with WF1 for the construction or repair of a public building or public work, may not submit bids on leases of real property to WF1, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with WF1, and may not transact any business with WF1 in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of any monies

paid by WF1 pursuant to this Agreement, and may result in debarment from WF1 competitive procurement activities.

- B. In addition to the foregoing, Contractor further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a public entity crime and that it has not been formally charged with committing an act defined as a “public entity crime” regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

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[SIGNATURE PAGES FOLLOW]

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY OF FORT LAUDERDALE, a
municipal corporation of the State of Florida

BY: _____
JOHN P. "JACK" SEILER, Mayor

DATE: _____

BY: _____
LEE R. FELDMAN, City Manager

DATE: _____

(SEAL)

ATTEST:

JONDA K. JOSEPH, City Clerk

Approved as to form:

CARRIE L. SARVER
Assistant City Attorney

WITNESSES:

WORKFORCE ONE EMPLOYMENT SOLUTIONS, 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 a Council of Governments.

Witness Print/type Name

Witness Signature

BY: _____
Mason C. Jackson, President/CEO

DATE: _____

Witness Print/Type Name

Witness Signature

Approved as to form by the Office of the County Attorney
For Broward County, Florida
Joni Armstrong Coffey, County Attorney
Governmental Center
115 South Andrews Avenue
Ft. Lauderdale, FL 33301

BY: _____
Rochelle J. Daniels
Assistant County Attorney