

## **SUMMER YOUTH EMPLOYMENT AGREEMENT**

THIS IS AN AGREEMENT, entered into on the \_\_\_\_ day of \_\_\_\_\_, 2022 between:

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

AND

CAREERSOURCE BROWARD (hereinafter referred to as "CSBD"), 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.

WHEREAS, the City's City Commission, by motion at its meeting of May 17, 2022, approved this Summer Youth Employment Agreement;

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

1. SCOPE OF SERVICES

- A. The term of this Agreement shall be for one (1) year from the date of this Agreement. Contractor 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 Contractor by CSBD for 30 hours a week and for up to eight weeks ("Summer Program"). The Summer Program shall begin on June 13, 2022, and end on August 9, 2022. CSBD shall conduct student orientation sessions for the 2022 Summer Program from June 13, 2022, through June 15, 2022.
- B. CSBD agrees to pay the wages for all youth assigned to Contractor 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. Contractor agrees to provide CSBD with a map identifying the City of Fort Lauderdale boundaries 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 during the Summer Program 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 ninety thousand dollars (\$190,000.00) on a reimbursement basis to serve thirty-nine youths. Contractor's obligation to pay under this section is contingent upon the City's City Commission approving the annual appropriation and expenditure of such funds for the Summer Program in accordance with Florida Statutes. CSBD 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 CSBD and, if inaccuracies and/or errors are discovered in said invoice, Contractor will inform the 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 Contractor. The Contractor's decision regarding the accuracy of the receipts and/or invoice shall be final. CSBD shall submit its final invoice to Contractor no later than September 15, 2022. Contractor 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 Contractor in the Job Order(s) submitted to CSBD no later than April 30, 2022. CSBD 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. Contractor shall notify CSBD at least seven (7) days in advance of a change to the job duties. 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 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, 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 CSBD in accordance with a procedure to be established by CSBD 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 CSBD 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 for as long as required by Florida law and the applicable public records retention schedule, and shall make them available to CSBD upon request.
2. NEGLIGENCE - 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 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.

3. INSURANCE – CSBD will provide Workers Compensation Insurance for all youth participating in the Summer Program work experience. Contractor'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. Contractor shall inform CSBD immediately should an accident or injury occur at the job site involving a participant.
4. NON-DISCRIMINATION
  - A. Contractor and CSBD 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 the Americans with Disabilities Act of 1990, as amended. Contractor and CSBD shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16<sup>1/2</sup>), national origin, marital status, political affiliation, or physical or mental disability.
  - B. CSBD shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.
    1. CSBD certifies and represents that CSBD offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that CSBD will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2021), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
    2. The failure of CSBD to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the

City to pursue any remedy stated below or any remedy provided under applicable law.

3. The City may terminate this Agreement if CSBD fails to comply with Section 2-187.

4. The City may retain all monies due or to become due until CSBD complies with Section 2-187.

5. CSBD may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

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 CAREERSOURCE BROWARD:

CareerSource Broward  
2890 West Cypress Creek Road  
Fort Lauderdale, FL 33309

FOR CITY:

City Manager  
City of Fort Lauderdale  
100 North Andrews Avenue, 7<sup>th</sup> Floor  
Fort Lauderdale, FL 33301

6. TERMINATION

A. 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.

B. CSBD may terminate this Agreement upon twenty-four (24) hours' written notice to the Contractor in the event that

CSBD is deobligated or that the Grant under which this Summer Program is funded is terminated.

- C. CSBD may terminate this Agreement at any time that CSBD 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.
  - D. The Summer Program and the City's funding of the Summer Program shall cease immediately upon the early termination of this Agreement.
- 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 CSBD.
  - 9. SEVERABILITY – If any provision of this Agreement or the application of any provision to any party or circumstance is held to be invalid by a court of competent jurisdiction, the provision shall be ineffective to the extent of such 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. SCRUTINIZED COMPANIES – CSBD certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2021), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City’s option if CSBD is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2021), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2021), as may be amended or revised, or is engaged in a boycott of Israel.
  
13. E-VERIFY - As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2021), as may be amended or revised, CSBD and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.
  - a. CSBD shall require each of its subcontractors, if any, to provide CSBD with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CSBD shall maintain a copy of the subcontractor’s affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
  
  - b. The City, CSBD, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2021), as may be amended or revised, shall terminate the contract with the person or entity.
  
  - c. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(2), Florida Statutes (2021), as may be amended or revised, but that CSBD otherwise complied with Subsection 448.095(2), as may be amended or revised, shall promptly notify CSBD and order CSBD to immediately terminate the contract with the subcontractor, and CSBD shall comply with such order.
  
  - d. A contract terminated under Subparagraph 448.095(2)(c)1. or 2., Florida Statutes (2021), as may be amended or revised, is

not a breach of contract and may not be considered as such. If the City terminates this contract under Paragraph 448.095(2)(c), Florida Statutes (2021), as may be amended or revised, CSBD may not be awarded a public contract for at least one year after the date on which the contract was terminated. CSBD is liable for any additional costs incurred by the City as a result of termination of this Agreement.

e. CSBD shall include in each of its subcontracts, if any, the requirements set forth in this Section 13, including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(j), Florida Statutes (2021), as may be amended or revised, to include all of the requirements of this Section 13 in their subcontracts. CSBD shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(j), Florida Statutes (2021), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2021), as may be amended or revised.

IN WITNESS OF THE FOREGOING, the City and CSBD execute this Summer Youth Employment 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

BY: \_\_\_\_\_  
Christopher J. Lagerbloom, City Manager

(CORPORATE SEAL)

Approved as to form:

\_\_\_\_\_  
Assistant City Attorney



WITNESSES:

CAREERSOURCE BROWARD, the administrative entity and fiscal agent for Career Source Broward Council of Elected Officials

\_\_\_\_\_  
Witness Print/type Name

\_\_\_\_\_  
Witness Signature

BY: \_\_\_\_\_  
Carol Hylton, President/CEO

DATE: \_\_\_\_\_

\_\_\_\_\_  
Witness Print/Type Name

\_\_\_\_\_  
Witness Signature

Approved as to form by the CareerSource Broward  
General Counsel  
6301 N.W. 5<sup>th</sup> Way, Suite 3000  
Ft. Lauderdale, FL 33309

BY: \_\_\_\_\_  
Rochelle J. Daniels  
General Counsel