



**CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING**

#23-0424

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

FROM: Greg Chavarria, City Manager

DATE: May 2, 2023

TITLE: Motion Authorizing the Execution of an Agreement with CareerSource Broward for the Summer Youth Employment Program - **(Commission Districts 1, 2, 3 and 4)**

Recommendation

Staff recommends the City Commission approve an agreement, in substantially the form attached, with CareerSource Broward for a three-year term for the City of Fort Lauderdale Summer Youth Employment Program.

Background

CareerSource Broward and the Children's Services Council have partnered to implement a Summer Youth Employment Program (SYEP). The City of Fort Lauderdale has participated in this program for the past nineteen (19) years. All the students in this program are residents of the City of Fort Lauderdale who qualify for the low-income threshold established by CareerSource Broward. The City takes this opportunity to interface with the community by reaching out to its youth. The students learn life lessons such as responsibility and being part of a team, as well as job skills. The City also provides additional workshops on setting career goals, how to budget money, how to get a job and how government works. Overall, the program supports at risk youth in the community.

CareerSource Broward has agreed to provide a summer work experience program to Fort Lauderdale residents, ages sixteen (16) through eighteen (18), at various City of Fort Lauderdale Departments for up to thirty (30) hours per week and for up to eight (8) weeks, beginning June 12, 2023. The program shall be completed no later than August 8, 2023. The City Manager is delegated the authority to revise the program dates in subsequent years. Up to sixty-three (63) residents will participate in the program this year based on funding.

Resource Impact

There is a fiscal impact to the City in the amount of \$ 301,543 for the first year and each subsequent year will be contingent upon the allocations of funds.

Funds available as of March 30, 2023					
ACCOUNT NUMBER	COST CENTER NAME (Program)	CHARACTER/ ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
10-001-9030-519-40-4299	Other General Government – Human Resources	Other Operating Expenses/ Other Contributions	\$301,543	\$301,543	\$301,543
TOTAL AMOUNT ►					\$301,543

Strategic Connections

This item supports the *Press Play Fort Lauderdale 2024* Strategic Plan, specifically advancing:

- The Internal Support Focus Area
- Goal 7: Build a values-based organization dedicated to developing and retaining qualified employees.
- Objective: Establish an organizational culture that fosters rewarding, professional careers.

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

Attachments

Exhibit 1 - 2023 to 2025 SYEP Agreement

Exhibit 2 - SYEP Cost Estimate Budget

Exhibit 3 - Interlocal Agreement

Prepared by: Kerry Arthurs, Administrative Supervisor, Human Resources

Department Director: Jerome Post, Human Resources

PGB CM-3 [23-0429](#) Motion Authorizing Settlement of Workers' Compensation Claims in the Matter of Hamoud Alsamawi v. City of Fort Lauderdale, Case No. 20-020841MJR, 20-020846MJR, and 20-020849MJR - \$155,000 - (Commission Districts 1, 2, 3 and 4)

APPROVED

Yea: 5 - Commissioner Glassman, Vice Mayor Beasley-Pittman,
Commissioner Sturman, Commissioner Herbst and Mayor Trantalis

LS CM-4 [23-0435](#) Motion Approving FY 2023 Beach Business Improvement District (BBID) Grant Participation Agreement with FlockFest Events Inc. - \$15,000 - (Commission District 2)

APPROVED

Yea: 5 - Commissioner Glassman, Vice Mayor Beasley-Pittman,
Commissioner Sturman, Commissioner Herbst and Mayor Trantalis

PGB CM-5 [23-0424](#) Motion Authorizing the Execution of an Agreement with CareerSource Broward for the Summer Youth Employment Program - (Commission Districts 1, 2, 3 and 4)

APPROVED

Yea: 5 - Commissioner Glassman, Vice Mayor Beasley-Pittman,
Commissioner Sturman, Commissioner Herbst and Mayor Trantalis

CONSENT RESOLUTION

KCM CR-1 [23-0418](#) Resolution Supporting the Advancement of the SE/SW 17th Street Complete Streets Project - (Commission District 4)

ADOPTED

Yea: 5 - Commissioner Glassman, Vice Mayor Beasley-Pittman,
Commissioner Sturman, Commissioner Herbst and Mayor Trantalis

KCM CR-2 [23-0419](#) Resolution Supporting the Submission of a Grant Application to the United States Department of Transportation for the Charging and Fueling Infrastructure Discretionary Grant Opportunity (CFI) to Install Electric Vehicle Charger and Construct the Necessary Infrastructure for Installation - (Commission Districts 1, 2, 3 and 4)

ADOPTED

Yea: 5 - Commissioner Glassman, Vice Mayor Beasley-Pittman,
Commissioner Sturman, Commissioner Herbst and Mayor Trantalis

A Message From Our President/CEO

Greetings! On behalf of our staff and the Broward Workforce Development Board Inc., I'd like to both welcome and thank you for visiting our website. Workforce development plays such a vital role in the success of our communities. Our goal is to provide valuable information and tools in order to promote strong job growth, employment opportunities and economic prosperity for individuals and businesses.



Whether you are a resident of Broward County looking for your first job, a new job or a better job or an employer looking to hire high-quality candidates. CareerSource Broward is here to save you money, energy and time. This dynamic and accessible website is filled with great resources on available apprenticeship and training, career training and education, labor market data, recruitment services and more. In an effort to

Accessibility
Menu

help promote workplace diversity and innovation, the website also contains information about opportunities for veterans, individuals with disabilities, entrepreneurs and even those who may be experiencing significant barriers to employment.

CareerSource Broward has a dedicated team of workforce professionals who are here to offer one-on-one assistance at any of our three local career centers in Coconut Creek, Oakland Park and Hollywood, Fla. So if you're ready to take the next step in your career or looking to expand your business, we encourage you to connect with us today. Once again, thank you for taking the time to visit our website, and we look forward to serving you.

Sincerely,

Carol Hylton

President/CEO

CareerSource Broward

Accessibility
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SUMMER YOUTH EMPLOYMENT AGREEMENT

THIS IS AN AGREEMENT, entered into on the 2nd day of May, 2023, 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 2, 2023 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 three (3) years 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 for calendar year 2023 ("2023 Summer Program"), shall begin on June 12, 2023, and end on August 8, 2023. CSBD shall conduct student orientation sessions for the 2023 Summer Program from June 12, 2023, through June 14, 2023. The dates for the 2024 and 2025 Summer Programs and the associated student orientation sessions shall be mutually agreed to by both parties no later than ninety (90) days prior to the beginning date of the Summer Program for those Summer Programs, respectively. The Contractor's City Manager is authorized under this Agreement to set dates on behalf of the Contractor.

- 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. City agrees to provide funding for the 2023, 2024, and 2025 Summer Programs not to exceed the amount of three hundred one thousand five hundred forty-three dollars (\$301,543.00) per Summer Program subject to this Agreement on a reimbursement basis to serve sixty-three youths during each Summer Program. Contractor'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 Contractor with receipts and/or invoices for all services rendered and goods provided in connection with the Summer Programs. Contractor will review all invoices submitted by CSBD and, if inaccuracies and/or errors are discovered in any such 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 following each Summer Program subject to this Agreement. Contractor reserves the right to withhold payment on any request for payment involving a disputed invoice submitted by CSBD.
- E. The Summer Programs shall encompass the duties and responsibilities identified by Contractor in the Job Order(s) submitted to CSBD no later than April 30 of the program year. 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 schedules, 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, subject to the limitations set forth in Section 768.28, Florida Statutes (2022), 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.
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^{1/2}), 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, (2023), 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, 7th 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 Programs and the City's funding of the Summer Programs 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 (2022), 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 (2022), 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 (2022), 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 (2022), 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

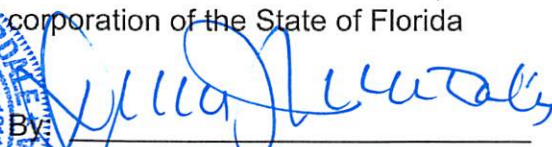
(2022), as may be amended or revised, shall terminate the contract with the person or entity.

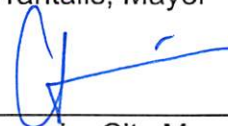
- C. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(2), Florida Statutes (2022), as may be amended or revised, but that CSBD otherwise complied with Subsection 448.095(2), as may be amended or revised, shall promptly notify CSBD and order 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 (2022), 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 (2022), 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 (2022), 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 (2022), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2022), 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

By: 
Dean J. Trantalis, Mayor

By: 
Greg Chavarria, City Manager



David R. Solomon, City Clerk

(CORPORATE SEAL)

Approved as to form:

Sr. [Signature]
Assistant City Attorney

WITNESSES:

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

Michele Baldis

Witness Print/type Name

Michele Baldis

Witness Signature

BY: *Carol Hylton*
Carol Hylton, President/CEO

DATE: 05/11/2023

Moya Brathwaite

Witness Print/Type Name

Moya Brathwaite

Witness Signature

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

BY: _____
Rochelle J. Daniels
General Counsel

SIGNATURE CERTIFICATE



REFERENCE NUMBER

2A19DA31-28DB-492F-BA74-0A23B7451B5D

TRANSACTION DETAILS

Reference Number

2A19DA31-28DB-492F-BA74-0A23B7451B5D

Transaction Type

Signature Request

Sent At

05/11/2023 09:53 EDT

Executed At

05/12/2023 12:13 EDT

Identity Method

email

Distribution Method

email

Signed Checksum

c7787337e36d92503da6aafd26553e194f37619c13c95c4f796663554b0ca98c

Signer Sequencing

Enabled

Document Passcode

Disabled

DOCUMENT DETAILS

Document Name

Cofl - CsbD 2023 To 2025 Syep Agreement-Final

Filename

cofl_-_csbd_2023_to_2025_syep_agreement-final.pdf

Pages

9 pages

Content Type

application/pdf

File Size

123 KB

Original Checksum

751a0d723c9fd878ae77ec6f1519bbf8e86b67b89dad16cda1a1a80f08d56b6c

SIGNERS

SIGNER

Name

Moya Brathwaite

Email

mbrathwaite@careersourcebroward.com

Signer Sequence

2

Components

2

E-SIGNATURE

Status

signed

Multi-factor Digital Fingerprint Checksum

81665f3c3c8864a782032defa4023c5b54bedcda36174c9c93a0351537439d9c

IP Address

67.23.70.69

Device

Chrome via Windows

Typed Signature

Moya Brathwaite

Signature Reference ID

889DE17A

EVENTS

Viewed At

05/12/2023 12:13 EDT

Identity Authenticated At

05/12/2023 12:13 EDT

Signed At

05/12/2023 12:13 EDT

Name

Michele Baldis

Email

mbaldis@careersourcebroward.com

Signer Sequence

1

Components

2

Status

signed

Multi-factor Digital Fingerprint Checksum

5995c90a74929a592e5fb7ae739b5a9cbb054c223ae794e342a18a987bdeb9a8

IP Address

67.23.70.69

Device

Chrome via Windows

Typed Signature

Michele Baldis

Signature Reference ID

BC4BA9CB

Viewed At

05/12/2023 07:07 EDT

Identity Authenticated At

05/12/2023 07:08 EDT

Signed At

05/12/2023 07:08 EDT

Name

Carol Hylton

Email

chylton@careersourcebroward.com

Signer Sequence

0

Status

signed

Multi-factor Digital Fingerprint Checksum

23da56affcfdcb82c30b9d907eb2cb620d477e2ef4a055494a17485c897f43d

IP Address

Viewed At

05/11/2023 17:36 EDT

Identity Authenticated At

05/11/2023 17:36 EDT

Signed At

05/11/2023 17:36 EDT

Components
2

67.23.70.69

Device
Chrome via Windows

Typed Signature

Carol Hylton

Signature Reference ID
604DA956

AUDITS

TIMESTAMP

05/11/2023 09:53 EDT

05/11/2023 09:53 EDT

05/11/2023 09:53 EDT

05/11/2023 16:45 EDT

05/11/2023 17:36 EDT

05/11/2023 17:36 EDT

05/11/2023 17:36 EDT

05/11/2023 17:36 EDT

05/12/2023 07:07 EDT

05/12/2023 07:08 EDT

05/12/2023 07:08 EDT

05/12/2023 07:08 EDT

05/12/2023 12:13 EDT

05/12/2023 12:13 EDT

05/12/2023 12:13 EDT

AUDIT

Moya Brathwaite (mbrathwaite@careersourcebroward.com) created document 'cofl_-_csbd_2023_to_2025_syep_agreement-final.pdf' on Chrome via Windows from 67.23.70.69.

Carol Hylton (chylton@careersourcebroward.com) was emailed a link to sign.

Carol Hylton (chylton@careersourcebroward.com) viewed the document on Mobile Safari via iOS from 174.228.167.243.

Carol Hylton (chylton@careersourcebroward.com) was emailed a reminder.

Carol Hylton (chylton@careersourcebroward.com) viewed the document on Chrome via Windows from 67.23.70.69.

Carol Hylton (chylton@careersourcebroward.com) authenticated via email on Chrome via Windows from 67.23.70.69.

Carol Hylton (chylton@careersourcebroward.com) signed the document on Chrome via Windows from 67.23.70.69.

Michele Baldis (mbaldis@careersourcebroward.com) was emailed a link to sign.

Michele Baldis (mbaldis@careersourcebroward.com) viewed the document on Chrome via Windows from 67.23.70.69.

Michele Baldis (mbaldis@careersourcebroward.com) authenticated via email on Chrome via Windows from 67.23.70.69.

Michele Baldis (mbaldis@careersourcebroward.com) signed the document on Chrome via Windows from 67.23.70.69.

Moya Brathwaite (mbrathwaite@careersourcebroward.com) was emailed a link to sign.

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Moya Brathwaite (mbrathwaite@careersourcebroward.com) authenticated via email on Chrome via Windows from 67.23.70.69.

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AND

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- 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. City agrees to provide funding for the 2023, 2024, and 2025 Summer Programs not to exceed the amount of three hundred one thousand five hundred forty-three dollars (\$301,543.00) per Summer Program subject to this Agreement on a reimbursement basis to serve sixty-three youths during each Summer Program. Contractor'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 Contractor with receipts and/or invoices for all services rendered and goods provided in connection with the Summer Programs. Contractor will review all invoices submitted by CSBD and, if inaccuracies and/or errors are discovered in any such 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 following each Summer Program subject to this Agreement. Contractor reserves the right to withhold payment on any request for payment involving a disputed invoice submitted by CSBD.
- E. The Summer Programs shall encompass the duties and responsibilities identified by Contractor in the Job Order(s) submitted to CSBD no later than April 30 of the program year. 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 schedules, 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, subject to the limitations set forth in Section 768.28, Florida Statutes (2022), 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.
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^{1/2}), 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, (2023), 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, 7th 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 Programs and the City's funding of the Summer Programs 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 (2022), 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 (2022), 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 (2022), 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 (2022), 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

(2022), 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 (2022), 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 (2022), 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 (2022), 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 (2022), 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 (2022), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2022), as may be amended or revised.

IN WITNESS OF THE FOREGOING, the City and CSBD execute this Summer Youth Employment Agreement as follows:

ATTEST:




David R. Solomon, City Clerk



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


By: _____
Dean J. Trantalis, Mayor


By: _____
Greg Chavarria, City Manager

(CORPORATE SEAL)

Approved as to form:

Sr. Paul Baryl
Assistant City Attorney

WITNESSES:

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

Michele Baldis

Witness Print/type Name

Michele Baldis

Witness Signature

BY: *Carol Hylton*
Carol Hylton, President/CEO

DATE: 05/11/2023

Moya Brathwaite

Witness Print/Type Name

Moya Brathwaite

Witness Signature

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

BY: _____
Rochelle J. Daniels
General Counsel

citrix | RightSignature

SIGNATURE CERTIFICATE



REFERENCE NUMBER
2A19DA31-28DB-492F-BA74-0A23B7451B5D

TRANSACTION DETAILS

Reference Number
2A19DA31-28DB-492F-BA74-0A23B7451B5D

Transaction Type
Signature Request

Sent At
05/11/2023 09:53 EDT

Executed At
05/12/2023 12:13 EDT

Identity Method
email

Distribution Method
email

Signed Checksum
c7787337e36d92503da6aafd26553e194f37619c13c95c4f796663554b0ca98c

Signer Sequencing
Enabled

Document Passcode
Disabled

DOCUMENT DETAILS

Document Name
Cofl - Csbdb 2023 To 2025 Syep Agreement-Final

Filename
cofl_-_csbdb_2023_to_2025_syep_agreement-final.pdf

Pages
9 pages

Content Type
application/pdf

File Size
123 KB

Original Checksum
751e0d723c9fd878ae77ec6f1519bfb8e86b67b89dad16cda1a1a80f08d56b6c

SIGNERS

SIGNER

Name
Moya Brathwaite
Email
mbrathwaite@careersourcebroward.com
Signer Sequence
2
Components
2

E-SIGNATURE

Status
signed
Multi-factor Digital Fingerprint Checksum
81665f3c3c8864a782032defa4023c5b54bedcda36174c9c93a0351537439d9c
IP Address
67.23.70.69
Device
Chrome via Windows
Typed Signature
Moya Brathwaite
Signature Reference ID
889DE17A

EVENTS

Viewed At
05/12/2023 12:13 EDT
Identity Authenticated At
05/12/2023 12:13 EDT
Signed At
05/12/2023 12:13 EDT

Name
Michele Baldis
Email
mbaldis@careersourcebroward.com
Signer Sequence
1
Components
2

Status
signed
Multi-factor Digital Fingerprint Checksum
5995c90a74929a592e5fb7ao739b5a9cbb054c223ao794e342a18a987bdc9a8
IP Address
67.23.70.69
Device
Chrome via Windows
Typed Signature
Michele Baldis
Signature Reference ID
BC4BA9CB

Viewed At
05/12/2023 07:07 EDT
Identity Authenticated At
05/12/2023 07:08 EDT
Signed At
05/12/2023 07:08 EDT

Name
Carol Hylton
Email
chylton@careersourcebroward.com
Signer Sequence
0

Status
signed
Multi-factor Digital Fingerprint Checksum
23da56affcefd8c82c30b9d907eb2cb620d477e2ef4a055494a17485c897f43d
IP Address

Viewed At
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Identity Authenticated At
05/11/2023 17:36 EDT
Signed At
05/11/2023 17:36 EDT

Components
2

67.23.70.69

Device
Chrome via Windows

Typed Signature

Carol Hylton

Signature Reference ID
604DA956

AUDITS

TIMESTAMP	AUDIT
05/11/2023 09:53 EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) created document 'cofl_-_csbd_2023_to_2025_syep_agreement-final.pdf' on Chrome via Windows from 67.23.70.69.
05/11/2023 09:53 EDT	Carol Hylton (chylton@careersourcebroward.com) was emailed a link to sign.
05/11/2023 09:53 EDT	Carol Hylton (chylton@careersourcebroward.com) viewed the document on Mobile Safari via iOS from 174.228.167.243.
05/11/2023 16:45 EDT	Carol Hylton (chylton@careersourcebroward.com) was emailed a reminder.
05/11/2023 17:36 EDT	Carol Hylton (chylton@careersourcebroward.com) viewed the document on Chrome via Windows from 67.23.70.69.
05/11/2023 17:36 EDT	Carol Hylton (chylton@careersourcebroward.com) authenticated via email on Chrome via Windows from 67.23.70.69.
05/11/2023 17:36 EDT	Carol Hylton (chylton@careersourcebroward.com) signed the document on Chrome via Windows from 67.23.70.69.
05/11/2023 17:36 EDT	Michele Baldis (mbaldis@careersourcebroward.com) was emailed a link to sign.
05/12/2023 07:07 EDT	Michele Baldis (mbaldis@careersourcebroward.com) viewed the document on Chrome via Windows from 67.23.70.69.
05/12/2023 07:08 EDT	Michele Baldis (mbaldis@careersourcebroward.com) authenticated via email on Chrome via Windows from 67.23.70.69.
05/12/2023 07:08 EDT	Michele Baldis (mbaldis@careersourcebroward.com) signed the document on Chrome via Windows from 67.23.70.69.
05/12/2023 07:08 EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) was emailed a link to sign.
05/12/2023 12:13 EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) viewed the document on Chrome via Windows from 67.23.70.69.
05/12/2023 12:13 EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) authenticated via email on Chrome via Windows from 67.23.70.69.
05/12/2023 12:13 EDT	Moya Brathwaite (mbrathwaite@careersourcebroward.com) signed the document on Chrome via Windows from 67.23.70.69.



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

1L

Today's Date: 5 / 25 /2023

DOCUMENT TITLE: CAREERSOURCE BROWARD – 2023-2025 SUMMER YOUTH
EMPLOYMENT PROGRAM AGREEMENT

COMM. MTG. DATE: 5/2/2023 CAM #: 23-0424 ITEM #: CM-5 CAM attached: ☒ YES ☐ NO

Routing Origin: CAO Router Name/Ext: J. Larregui/5106 Action Summary attached: ☒ YES ☐ NO

CIP FUNDED: ☐ YES ☒ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) Dept: HR Router Name/Ext: K. Arthur/x5747 # of originals routed: 3 Date to CAO: 5/15/2023

2) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 3

Is attached Granicus document Final? ☒ YES ☐ NO Approved as to Form: ☒ YES ☐ NO

Date to CCO: 6/5/23

Paul G. Bangel
Attorney's Name

PGB/JL
Initials

3) City Clerk's Office: # of originals: 1 Routed to: Donna V./Aimee L./CMO Date: 06/06/23

4) City Manager's Office: CMO LOG #: JUN 08 Document received from: CCO 06/06/23

Assigned to: GREG CHAVARRIA ☒
ANTHONY FAJARDO ☐

SUSAN GRANT ☐

GREG CHAVARRIA as CRA Executive Director ☐

CCO Return 6/12/23
& missing signature

☐ APPROVED FOR G. CHAVARRIA'S SIGNATURE

☐ N/A FOR G. CHAVARRIA TO SIGN

PER ACM: A. Fajardo (Initial/Date)

S. Grant (Initial/Date)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: 6/7/23

Forward 1 originals to ☒ Mayor ☐ CCO

Date: 6/7/23

5) Mayor/CRA Chairman: Please sign as indicated. Forward 1 originals to CCO for attestation/City seal (as applicable) Date: 6/7/23

6) City Clerk: Scan original and forwards 3 originals to: K. Arthurs/HR/Ext. 5747

Attach 1 certified Reso # ☐ YES ☒ NO

Original Route form to J. Larregui/CAO