

## **SUMMER YOUTH EMPLOYMENT AGREEMENT**

THIS IS AN AGREEMENT, entered into on the \_\_\_\_ day of March, 2019, 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 Avenue, Fort Lauderdale, Florida 33301

AND

CareerSource Broward (hereinafter referred to as "CSBD"), the administrative entity and fiscal agent for Career Source 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 March 5th, 2019, 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 effective 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 2019, ("2019 Summer Program"), shall begin on June 17, 2019, and end August 6, 2019. CSBD shall conduct student orientation sessions for the 2019 Summer Program from June 10, 2019 through June 12, 2019. The dates for the calendar year 2020 and 2021 Summer Program and 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 that year. The City Manager is delegated the authority under this Agreement to recommend 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 so long as the youth remains assigned to the City's Summer Program.

- D. City agrees to provide funding for the Summer Program not to exceed the amount of *one hundred ninety thousand dollars (\$190,000.00)*. 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. 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 resubmitted 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 15th of each year of the Summer Program. 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 March 31<sup>st</sup> 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 timesheets 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 timesheets.
  - 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 granter 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 CSBD 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 – CSBD 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 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, as

amended, 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 of Ordinances, Chapter 16<sup>1/2</sup>), national origin, marital status, political affiliation, or physical or mental disability.

- B. CSBD shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

1. CSBD certifies and represents that it will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as amended by Ordinance C-18-33 (collectively, "Section 2-187").

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 with:

FOR CAREERSOURCE BROWARD:

CAREERSOURCE BROWARD  
2890 W. 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 to 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.

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 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. SCRUTINIZED COMPANIES - CSBD certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2018), 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 (2018), 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 (2018), as may be amended or revised, or is engaged in a boycott of Israel.

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

\_\_\_\_\_  
Jeffery A. Modarelli, City Clerk

BY: \_\_\_\_\_  
Dean J. Trantalis, Mayor

(CORPORATE SEAL)

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

Approved as to form:

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

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

By: \_\_\_\_\_

Print Name:

Title:

ATTEST:

\_\_\_\_\_  
Print Name:

Title:

STATE OF \_\_\_\_\_:  
COUNTY OF \_\_\_\_\_:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_ as \_\_\_\_\_ for CareerSource Broward.

(SEAL)

\_\_\_\_\_  
(Signature of Notary Public)

Notary Public, State of \_\_\_\_\_

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

Personally Known \_\_\_\_ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_