

SUMMER YOUTH EMPLOYMENT AGREEMENT
NO. 2019-2022-SYEP-CSC-0322

This is an AGREEMENT, entered into this ____ day of _____, 2019 between CareerSource Broward (hereinafter referred to as CSBD), the administrative entity for the Broward Workforce Development Board, Inc. and the 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, having its principal offices at 2890 West Cypress Creek Road, Fort Lauderdale, FL 33309 AND City of Hollywood hereinafter referred to as Contractor, existing under and by virtue of the laws of the State of Florida as a municipality entity having its principal office at 2600 Hollywood Boulevard, Room 206, Hollywood, FL 33020 to begin on the date this Agreement is signed by all the parties and to terminate on September 30, 2022.

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, CSBD and Contractor agree as follows:

1. The purpose of this Agreement is to provide for a summer work experience for youth meeting eligibility criteria established by the Children's Services Council (CSC) the grantor organization whose funds make this program possible.
2. Definitions
 - A. "CareerSource Broward" referred to as CSBD in this Agreement.
 - B. "Contractor" shall mean the participating governmental entity, non-profit, or for profit agency.
 - C. "Job Order" shall mean the CSBD form used to describe the available work experience opportunities and worksites for participants and which is incorporated into and made a part of the Agreement. Job orders are placed online via the CSBD website. Job Orders may also be referred to as Training Plans.
 - D. "Participant" shall mean an eligible youth certified by CSBD.
 - E. "Worksite" shall mean the physical location to which the youth has been assigned.

- F. "Worksite Supervisor" shall mean the personnel designated by Contractor to provide continuous on-site supervision and direction to participants at Contractor's worksite(s). The worksite supervisor is responsible for verifying and signing participants' time sheets.

3. Summer Work Experience Dates

- A. Each summer, CSBD shall notify Contractor regarding:
 - a. The date the summer program will begin.
 - b. The date the summer program will end.
 - c. The dates CSBD will provide worksite supervisor training.

4. Contractor Responsibilities

- A. Contractor agrees to act as a host worksite and provide a summer work experience to youth aged 16 – 18, referred by CSBD.
 - a. Referral to Contractor shall be based upon the following factors:
 - i. The duties described in the job order(s) submitted by Contractor.
 - ii. The youth's career interests.
 - iii. The geographic location of the worksite and the youth's ability to get to the job.
 - b. Contractor shall assure that worksites are sanitary and safe.
- B. Contractor shall complete a "Job Order" form each summer for each work experience slot.
 - a. Job Order form(s) must be submitted to CSBD electronically following transmittal of the link to Contractor by CSBD.
 - b. Job Order form(s) should state the number of youth requested for each type of position and the location of the worksites.
 - c. Job Order form(s) should list the duties and responsibilities of the job to be performed by the youth.
- C. Contractor shall only assign youth to job sites located within Contractor's organization.

- D. Contractor shall not make material changes to youth's job duties, worksite supervisor, or location without notification and written agreement from CSBD in advance of the change.
- E. Contractor agrees to supervise youth assigned to their organization.
 - a. Contractor agrees to send worksite supervisor(s) to CSBD training scheduled prior to the start of the summer program each year that this contract is in effect.
 - b. Contractor agrees to require supervisors who do not attend the CSBD supervisor training, to participate in a live or recorded webinar which shall be provided to Contractor by CSBD.
 - c. CSBD will provide a Worksite Supervisor's Handbook at the training which shall be used by the worksite supervisors in managing the youth during their work experience.
 - d. Contractor shall provide worksite supervisor(s) with a copy of the Job Order to assure the worksite supervisor is knowledgeable regarding the duties to be assigned to the youth.
 - e. In the event of a change in supervisor, Contractor agrees to provide the new supervisor with the above information, mandate that they view the recorded webinar and comply with the supervision requirements applicable to the youth.
 - f. CSBD may refuse to place youth at Contractor's worksite if direct supervisors of the youth do not participate in the mandatory worksite supervisor's training.
- F. Contractor agrees to comply with applicable federal and state Child Labor Laws rules and regulations.
- G. Contractor shall assure that the time worked by the youth is recorded on time sheets in segments of fifteen (15) minutes. The time sheets 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.
- H. Contractor shall assure youth do not work in excess of thirty (30) hours a week.
 - a. Contractor may not assign or request youth to work overtime.

- b. Youth shall not be paid for sick, vacation, or holiday time during their participation in the summer program. Contractor shall assure that time sheets properly reflect absences attributed to sick, vacation or holiday time.
- c. Contractor shall not change or reschedule participant's work hours without written approval from CSBD in advance of the change.
- d. Contractor shall immediately inform the CSBD Summer Program Manager or the CSBD Summer Program Monitor assigned to Contractor's worksite should an accident or injury occur at the worksite involving a participant in the program.
- e. Contractor shall notify the CSBD Summer Program Manager or the CSBD Summer Program Monitor assigned to Contractor's worksite of any problem concerning youth's performance at a worksite.
- f. Contractor agrees to be responsible for payment of all straight time and overtime wages in the event the Contractor assigns the youth to work hours in excess of thirty (30) hours a week.
- g. Participants may not "make up" time when they take leave, sick, vacation or holiday time.
- I. Contractor shall allow representatives of CSBD and the CSC to visit worksites for the purpose of monitoring the program, case management, and collection of time sheets.
- J. Contractor shall maintain the records and files, including, but not limited to time sheets, attendance records, supervisor and worksite assignments for a minimum of three (3) years and shall make them available to CSBD upon request.

5. CSBD Responsibilities

- A. CSBD shall assign monitors to each worksite who shall case manage the youth, serve as job coaches, and address issues identified by worksite supervisor(s). They shall collect time sheets, and distribute participant paychecks as may be required for youth who have not received bank pay cards.
- B. CSBD shall serve as the employer of record.
 - a. CSBD shall pay the youths' wages and provide Worker's Compensation for all youth assigned to Contractor.

- b. CSBD will inform youth that they will not be paid for leave, sick, vacation, or holiday time.

6. Prior Negotiations

This Agreement incorporates and includes all prior negotiations correspondence, conversations agreements, and understandings 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 Agreement.

7. Indemnification

- A. If Contractor is an agency as defined in Chapter 768.28, Florida Statutes, Contractor agrees to be fully responsible to the limits set forth in S.768.28, Florida Statutes, for acts of negligence of its agents or employees when acting within the scope of their employment or agency, and agrees to be liable to the limits set forth in S.768.28, Florida Statutes for any damages caused by said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by the state of Florida to be sued by third parties in any matter arising out of any contract.
- B. Contractors who are not state or federal agencies or units of general local purpose governments, shall hold and save CSBD, its officers, contractors, and employees harmless from liability of any nature or kind, including costs and expenses, for or on account of any suits or damages of any character whatsoever resulting from injuries or damages sustained by any persons or property resulting in whole or in part from the negligent performance or omission of any employee, contractor, or representative of the contractor. Contractor shall include CSBD as an additional insured under its comprehensive liability insurance in order to indemnify CSBD.
- C. Contractor agrees to cover participants under the Contractor's general or public liability insurance policy, or if the Contractor is self-insured to indemnify CSBD against third party claims involving participants under this Agreement. General liability insurance on a negligence basis including injuries and accidental death to any person shall be in an amount not less than three hundred thousand dollars (\$300,000.00) per occurrence and subject to the same limit for more than one person in an amount not less than one hundred thousand dollars (\$100,000.00) on account of one accident. Contractors not self-insured shall provide CSBD with a Certificate of Insurance listing CSBD as an additional insured. CSBD must be listed as, "CareerSource Broward" 2890 West Cypress Creek Road, Fort Lauderdale, FL 33309 in the Certificate Holder Box.

- D. Contractor shall maintain non-owner vehicle insurance coverage and shall name CSBD as an additional insured. CSBD must be listed as, "CareerSource Broward" 2890 West Cypress Creek Road, Fort Lauderdale, FL 33309 in the Certificate Holder Box.

8. Legal Requirements

A. Compliance with Laws, Non Discrimination Laws, Equal Employment Opportunity, and Americans with Disabilities Act

Contractor shall comply with the prohibitions against discrimination including but not limited to the prohibitions stated in the following , the Age Discrimination Act of 1975, section 504 of the Rehabilitation Act, title IX of the Education Amendments of 1972, and 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 16½), national origin, marital status, political affiliation, or physical or mental disability.

B. Public Entity Crimes Policy

- 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 CSBD, may not submit a bid on a contract with CSBD for the construction or repair of a public building or public work, may not submit bids on leases of real property to CSBD, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CSBD, and may not transact any business with CSBD in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty-six (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 CSBD pursuant to this Agreement, and may result in debarment from CSBD's competitive procurement activities.

- b. In addition to the foregoing, Contractor further represents that there has been no determination, based on an audit, that it has 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.

C. Applicability of Governing Law

- a. This Agreement shall be interpreted, governed and construed in accordance with the laws of the State of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. BY ENTERING INTO THIS AGREEMENT, CSBD AND CONTRACTOR HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

9. Independent Contractor

Contractor understands and agrees that it is an independent contractor and no provision of this Agreement shall be construed as creating an agency or employment relationship between CSBD and Contractor or Contractor's Employees.

10. Notice

Notice to CSBD shall be given by delivery in person, by a nationally recognized next day courier service, or by first class, registered or certified mail, postage prepaid, Attention: Legal Department, 2890 West Cypress Creek Road, Fort Lauderdale, FL 33309. Notices to the Contractor shall be given by delivery in person, by a nationally recognized next day courier service, or by first class, registered or certified mail, postage prepaid at its office located at the address identified in paragraph one, page one, of this Agreement.

11. Termination

- A. This Agreement may be terminated by either party for convenience upon fifteen (15) days prior written notice to the other party.

- B. CSBD may transfer or terminate participants at any time and shall make best efforts to provide notice to the Contractor.
- C. CSBD may terminate this Agreement upon twenty-four (24) hours written notice to the Contractor in the event that CSBD is de-obligated or that the grant under which this program is funded is terminated.
- D. 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 a reasonable time, or if the health or safety of the youth assigned to Contractor may be at risk.

12. Exhibits

- A. The following documents are hereby referenced and incorporated into and made a part of this Agreement.
 - a. Exhibit A – Sample Job Order/Training Plan. Note: Following contract execution the Job Order Form is transmitted to contractor electronically.
 - b. Exhibit B - Child Labor Laws (29 USC 203): Employment of Minors Between Fourteen (14) and Sixteen (16) Years of Age (Subpart C), Occupations Particularly Hazardous for the Employment of Minors Between Sixteen (16) and Eighteen (18) Years of Age or Detrimental to Their Health or Well-being (subpart E).
- B. Exhibit B is public law and is not attached to this Agreement. Exhibits A and B are attached to this Agreement. Exhibit A is a sample and must be completed by Contractor when it is transmitted electronically to contractor.

13. Amendment

Either party may amend this Agreement upon the agreement of the other party. No such change shall be effective until reduced to writing and executed by the parties with the same degree of formality as was the original agreement.

14. Execution

- A. Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate actions to execute this Agreement on behalf of such party and does so with full and legal authority.
- B. This Agreement must be executed in two (2) copies, each of which shall be deemed to be an original.

EXECUTION PAGE

IN WITNESS THEREOF, the parties hereto have made and executed this document on the respective dates under each signature:

City of Hollywood through its _____ (Board, Commission, Executive, as applicable) signing by and through _____ (Title of Signatory) following _____ (Board, Commission, Executive) action on the ____ day of _____, 2019, and CareerSource Broward signing by and through its President/CEO.

AS TO CITY OF HOLLYWOOD:

WITNESSED BY:

_____ L.S.	BY: _____
	(Signature)
_____ L.S.	Print Name _____
	TITLE: _____
	DATE: _____

AS TO CAREERSOURCE BROWARD:

WITNESSED BY:

_____ L.S.	BY: _____
	(Signature)
_____ L.S.	Print Name: <u>Mason C. Jackson</u>
	TITLE: <u>President/CEO</u>
	DATE: _____

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

BY: _____

Rochelle J. Daniels
General Counsel

EXHIBIT A

SAMPLE JOB ORDER FORM

WELCOME TO THE SUMMER YOUTH EMPLOYMENT PROGRAM

These are the requirements for employers volunteering to serve as host worksites for youth enrolled in the Summer Youth Employment Program:

1. All employer organizations must enter into a worksite agreement with CareerSource Broward (CSBD).
2. Employers who have contracted to serve as a host worksite for the Children's Services Council of Broward County (CSC) funded summer program in the past will automatically receive a new agreement when their old agreement expires.
3. Employers who have not previously served as a host worksite for the CSC summer program may request to be included by contacting the Summer Program Manager at (954) 202-3830, Ext. 3021 or e-mailing lking@careersourcebroward.com. CSBD will forward a contract package to entities meeting the requirements for serving as a host worksite.
 - a. Examples of some of the requirements to be a host worksite include but are not limited to:
 - i. Evidence of incorporation for new not-for-profit organizations.
 - ii. Safe and sanitary working conditions for the youth.
 - iii. Transmittal of a copy of the host worksite organization's Certificate of Insurance which can be faxed to (954) 337-3255.
 - b. Examples of some of the requirements for work assignments include but are not limited to:
 - i. Precluding youth from lifting in excess of 25 pounds.
 - ii. Precluding youth from operating heavy machinery.
 - iii. Precluding youth from working with dangerous tools such as knives and axes.
4. A link to the completion of the job order form will be provided to host worksite employers once they have executed and returned the contract package to CSBD.

Explanation of Job Order Sections
The Job Order Immediately Follows

PLEASE READ PRIOR TO ENTERING THE REQUESTED INFORMATION
INTO THE JOB ORDER FORM

1. SECTION ONE titled: "Employer/Organization Information."

This section should be completed ONLY ONCE per Employer/Organization.

If you or anyone in your organization has already completed this section, please log in as a Returning Employer at the top of the JOB ORDER PAGE.

2. SECTION TWO titled: "Worksite Information."

Employers/organizations who wish to place youth at multiple/different locations/worksites must complete the "Worksite Information" section, for each location/worksite.

- Example: The Broward County Library

Each location/worksite requires that an additional "Worksite Information" section be completed. The employer would complete the "Worksite Information" section for each location/worksite. That is, there would be a separate form for each of the Main Library, North Lauderdale Library, Carver Ranches Branch, and so forth.

3. SECTION THREE titled: "Job Positions at this Worksite."

Employers must enter the "job position" which includes a job description for each location/worksite entered. Employers will be able to indicate if there are multiple "job positions" with the same job description for each worksite.

The system will prompt employers who wish to enter additional job positions for the same or different worksites.

4. After completion of any of the Job Order sections the system will generate an Employer Identification (ID) number prior to logging out of the system. Please record that number as the number must be entered each time the employer/organization logs into the system:

- a. To log into the system or to log back in to the system, please have (1) the employer/organization's Federal Employer Identification Number (FEIN) and (2) the Employer ID assigned to the organization available. You will need this ID number in order to log in to add worksites or job positions at a later date.

- b. The FEIN can be provided by the department or entity responsible for payroll in your organization.
- c. To return to the Job Order or to enter additional locations and positions return to SECTION ONE, click "Log In" at the top of the page, enter the FEIN and the CSBD Employer ID provided to the employer/organization when SECTION ONE was completed and you will be able to add more worksites, and/or positions by returning to SECTION TWO and/or SECTION THREE to complete your JOB ORDER.

5. HELPFUL HINTS

- a. Use your Employer ID and FEIN to log in again if you need to add more worksites or job positions at a later date.
- b. To make changes/corrections to information previously submitted in a JOB ORDER, you will need to contact CareerSource Broward at (954) 202-3830, Ext. 3021 and ask for the summer program staff for assistance.
- c. Only **complete SECTION ONE** "Employer/Organization Information" one time regardless of the number of positions and worksites you are requesting.
- d. You can request as many youth for a job position as you like, but complete the job position information section only once for each type of job. There is a box on the form to enter the *number* of youth you are requesting for that job position.

☐ I have read and understand all of the above requirements.

JOB ORDER REQUEST

SECTION ONE EMPLOYER/ORGANIZATION INFORMATION

Please complete the information below to request youth to be assigned to your organization during the Summer Youth Employment Program.

PLEASE COMPLETE SECTION ONE TITLED
EMPLOYER/ORGANIZATION INFORMATION
ONLY ONCE

REGARDLESS OF THE NUMBER OF JOB POSITIONS, NUMBER OF YOUTH
AND LOCATIONS OF WORKSITES YOU ARE REQUESTING.

You will be able to request and enter multiple worksites and job positions in sections two and three respectively.

Employer/Organization Name:		
Type of Organization:		
Federal Tax ID #:xx-xxxxxx <i>Example: 12-3456789 (The dash is required)</i>		
Contact Person - (for the Contract):		
Address:		
City:	State: FL	Zip:
Telephone:		
Cell Phone:	FAX:	Email Address:
Contact Person - (for the Program)): Same as above _____		
Address:		
City:	State: FL	Zip:
Telephone:		
Cell Phone:	FAX:	Email Address:

Does your Organization have an executed agreement with CareerSource Broward to serve as a host worksite for the CSC summer program?

Yes ☐ No ☐ Not sure ☐

If you have responded "yes," continue to section two. The system will generate an automatic Employer Identification (ID) number. You will need to use that ID number to log on later to add worksites or positions to your Job Order or to reference your Job Order record if calling for technical support. If you have responded "no," please refer to the instructions for section one paragraphs 3 and 4.

SECTION TWO
WORKSITE INFORMATION

PLEASE DO NOT USE YOUR BROWSER'S "BACK" BUTTON

Please enter the worksite information which indicates the location to which the youth will be assigned for their work experience.

The ratio for supervisor to youth is 1:5

Worksite Name:

☐ Same as Company Address

☐ Same as Company Contact Person

Worksite Address:

Direct Supervisor of Youth Name:

City:

Title:

State: FL

Telephone:

Zip:

Fax:

Cell Phone:

Email Address:

How many of your company employees does this Supervisor currently supervise?

Is public transportation available to this worksite? ☐ yes ☐ no

This is your CSBD Employer ID: _____

You must use the Employer ID and your FEIN to log in again to add worksites or positions. "Continue" to Section Three, Job Positions at this Worksite.

Once you have completed Section Three, you may enter additional worksites, if necessary. You may also "Quit" now and log in later to complete Section Two and Section Three.

SECTION THREE
JOB POSITIONS AT THIS WORKSITE:

Please complete this section only once if all positions have the same job title and working hours.

Job Title:
Number of Slots Available at:
Work Schedule (30 hours/week):
Please note: Schedules include a 30 minute unpaid lunch break Youth are not allowed to work weekends Youth are not allowed to make up time missed during the program. Please be advised that not all job orders will be filled.
Dress Code: None or Casual Dress
Indoor/Outdoor:
Are Criminal Background Checks Required for Your Employees?
Description of Job Duties:
Brief Description of primary job duty, 250 characters max.

This is your CSBD Employer ID: _____

You can use it and your FEIN to log in again to add worksites or positions.

The job order link will be open until March 31, 2020.

To add another **worksite** or a different physical address, click the **"Add Another Worksite"** button. To add another **type of job** (e.g.- **"Clerical"**) at **THIS** worksite, click the **"Add Another Job Position at THIS Worksite"** button.

**** Please record your CSBD Employer ID number.**

You will need it and your FEIN to log in later to make changes to your JOB ORDER.

Add Another Worksite (Button)
Add Another Job Position at THIS Worksite (Button)

If you've finished adding worksites and job positions for now, click "Finished."