

**AGREEMENT BETWEEN BROWARD COUNTY AND CAREERSOURCE BROWARD
FOR SUMMER YOUTH EMPLOYMENT PROGRAM**

This is an agreement ("Agreement") between Broward County, a political subdivision of the State of Florida ("County"), and CareerSource Broward, a governmental entity created pursuant to Section 163.01, Florida Statutes ("CareerSource"). County and CareerSource are collectively referred to as the "Parties."

RECITALS

- A. The secretaries of the United States Department of Labor, Department of Health and Human Services, and Department of Housing and Urban Development encourage state and local governments to develop summer job programs for needy and at-risk youth that provide employment, educational experiences, and essential skills by accessing all available resources in the community, including those resources made available through grant funds from these three departments.
- B. CareerSource operates a Countywide Summer Youth Employment Program ("SYEP") that provides youth with life skills and job skills training, followed by a paid summer work experience.
- C. CareerSource represents that more than 2,000 at-risk youth apply annually to CareerSource for summer jobs, and that there are only 700 available slots.
- D. County has received United States Department of Health and Human Services Community Services Block Grant ("CSBG") funding passed through the State of Florida, Department of Economic Opportunity, and desires to allocate CSBG funds for eligible Broward County youth to participate in the SYEP.
- E. The Parties desire to enter into this Agreement to provide funding to support CareerSource's SYEP.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

- 1.1 **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.2 **Contract Administrator** means the Director or Assistant Director of the Broward County Family Success Administration Division.
- 1.3 **County Administrator** means the administrative head of County appointed by the Board.
- 1.4 **County Attorney** means the chief legal counsel for County appointed by the Board.

1.5 **Option Period** means a contract renewal period, as specified in Article 3, Term and Time of Performance.

1.6 **Repository** means the Human Services Repository, under the Office of Evaluation and Planning, located at 115 South Andrews Avenue, Suite 318, Fort Lauderdale, Florida 33301.

1.7 **Services** means all work required by CareerSource under this Agreement, including as specified in Exhibit A.

ARTICLE 2. SCOPE OF SERVICES

2.1 CareerSource must perform all work, including without limitation those Services stated in Exhibit A. The Scope of Services is a description of CareerSource's obligations and responsibilities and includes preliminary considerations and prerequisites, all labor, materials, equipment, and tasks that are such an inseparable part of the work described that exclusion would render performance by CareerSource impractical, illogical, or unconscionable.

2.2 CareerSource acknowledges that the County Administrator may, by formal amendment, modify Exhibit A, Scope of Services, for each Option Period to align the Agreement with the available CSBG funding or the current minimum wage requirements. Except as expressly stated, the County Administrator has no authority to make changes that would increase the funding amount or substantially modify the Scope of Services stated in this Agreement.

ARTICLE 3. TERM AND TIME OF PERFORMANCE

3.1 The term of this Agreement begins on June 1, 2019, and ends on April 30, 2020 ("Initial Term"). The Contract Administrator may renew this Agreement for up to four (4) one-year Option Periods, with each Option Period beginning on May 1 and ending on April 30. The Contract Administrator must notify CareerSource of the Option Period renewal, in writing, no less than thirty (30) days prior to the expiration of the then existing term. Unless CareerSource objects to the renewal within ten (10) days after it receives the notice to renew, the Agreement will be deemed renewed. However, this Agreement may be terminated in accordance with the provisions contained in the "Termination" section below.

3.2 The renewal of this Agreement is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes, and subject to the County's continued receipt of CSBG funds.

3.3 Time is of the essence in performing the stated duties, obligations, and responsibilities.

ARTICLE 4. FUNDING, METHOD OF PAYMENT, AND REPORTS

4.1 The maximum amount County will pay CareerSource for the Initial Term and each Option Period is Fifty Thousand Dollars (\$50,000). Payment will be made for work performed and expenses incurred as stated in Exhibit A. The amount stated is the maximum amount payable by County and constitutes a limitation upon County's obligation to compensate CareerSource for its

work and reimbursable expenses. This maximum amount, however, does not constitute a limitation upon CareerSource's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.

4.2 Method of Billing and Payment.

4.2.1 CareerSource may submit invoices for compensation no more often than on a monthly basis, but only after the completion of work for Services and after eligible reimbursable expenses have been incurred. An original invoice is due within fifteen (15) days of the end of the month that Services are provided except the final invoice, which must be received no later than forty-five (45) days after this Agreement expires or is otherwise terminated. Invoices must designate the nature of the Services performed, including documentation of applicable personnel who performed Services, hours worked, tasks performed, or other details as requested by the Contract Administrator.

4.2.2 Within thirty (30) days of receipt of CareerSource's proper invoice, County will pay CareerSource as required by the "Broward County Prompt Payment Ordinance," Section 1-51.6, Broward County Code of Ordinances. To be proper, all invoices must comply with the requirements stated in this Agreement and must be submitted on a current invoice form and in accordance with the instructions prescribed by the Contract Administrator. Payment may be withheld for failure of CareerSource to comply with a term, condition, or requirement of this Agreement.

4.3 Reimbursables. The reimbursable items shown in Paragraph 7 of Exhibit A, must be for actual documented expenses. For reimbursement of any travel costs or travel-related expenses permitted under this Agreement, CareerSource must adhere to Section 112.061, Florida Statutes, except to the extent, if any, that Exhibit A expressly provides to the contrary. County will not be liable for any such expenses that have not been approved in advance in writing by the Contract Administrator.

4.4 Notwithstanding any provision of this Agreement to the contrary, County may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Contract Administrator or failure to comply with this Agreement. The amount withheld will not be subject to payment of interest by County.

4.5 Payment will be made to CareerSource to the attention of the "Finance Department" at the address designated in the "Notices" section of this Agreement.

ARTICLE 5. GOVERNMENTAL IMMUNITY

Except to the extent sovereign immunity may be waived by entering into this Agreement, nothing in this Agreement is intended to serve as a waiver of sovereign immunity by any party nor will anything included in it be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. CareerSource is a state agency or political

subdivision as defined in Section 768.28, Florida Statutes, and will be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.

ARTICLE 6. INSURANCE

6.1 CareerSource is a governmental entity and is fully responsible for the acts and omissions of its agents or employees, subject to any applicable limitations of Section 768.28, Florida Statutes.

6.2 Upon request by County, CareerSource must provide County with written verification of liability protection that meets or exceeds any requirements of Florida law. If CareerSource holds any excess liability coverage, CareerSource must ensure that Broward County is named as an additional insured and certificate holder under such excess liability policy and provide evidence to County.

6.3 If CareerSource maintains broader coverage or higher limits than the minimum coverage required under Florida law, County is entitled to such broader coverage and higher limits on a primary and noncontributory basis. County's insurance requirements applies to CareerSource's self-insurance.

6.4 If CareerSource contracts with a subcontractor to provide any of the Services stated in this Agreement, CareerSource must require that each subcontractor procure and maintain insurance coverage that adequately covers each subcontractor's exposure based on the Services provided by that subcontractor. CareerSource must ensure that all such subcontractors name "Broward County" as an additional insured and certificate holder under the applicable insurance policies. CareerSource must not permit any subcontractor to provide Services until the insurance requirements of the subcontractor under this section are met. If requested by County, CareerSource must furnish evidence of insurance of all such subcontractors.

6.5 County reserves the right, but not the responsibility, to periodically review any and all insurance policies and to reasonably adjust the limits and/or types of coverage required by this Agreement, from time to time throughout the term of this Agreement.

6.6 CareerSource must provide Workers' Compensation coverage as stated in Exhibit A.

ARTICLE 7. TERMINATION

7.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board or the County Administrator, which is effective on the termination date stated in the written notice provided by County. The termination date will not be less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect

the public health, safety, or welfare. If County erroneously, improperly, or unjustifiably terminates for cause, such termination will, at County's sole election, be deemed a termination for convenience, which will be effective thirty (30) days after such notice of termination for cause is provided.

7.2 This Agreement may be terminated for cause by County for reasons including but not limited to any of the following:

7.2.1 CareerSource's failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement, or repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices.

7.2.2 If CareerSource is a "scrutinized company" pursuant to Section 215.473, Florida Statutes, if CareerSource is placed on a "discriminatory vendor list" pursuant to Section 287.134, Florida Statutes, or if CareerSource provides a false certification submitted pursuant to Section 287.135, Florida Statutes.

7.2.3 If CareerSource closes its business operations or otherwise ceases to exist.

7.3 Notice of termination must be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice through the County Administrator that will be promptly confirmed in writing.

7.4 If County terminates this Agreement for convenience, County will pay CareerSource for any Services properly performed under this Agreement through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable. CareerSource acknowledges that it has received good, valuable, and sufficient consideration from County, the receipt and adequacy of which are hereby acknowledged by CareerSource, for County's right to terminate for convenience.

7.5 If County terminates this Agreement for any reason or upon its expiration, whichever is earlier, County may withhold any amounts due CareerSource until all documents are provided to County, if requested by the Contract Administrator, pursuant to the "Rights in Documents and Work" provision of this Agreement.

7.6 If there are subsequent changes in County's ability to assist in funding CareerSource Services, the Board or the County Administrator may terminate this Agreement for convenience with written notice from County effective thirty (30) days after written notice of termination for convenience is provided.

7.7 In addition to any right of termination stated in this Agreement, County is entitled to seek any and all available remedies, whether stated in this Agreement or otherwise available at law or in equity.

ARTICLE 8. EQUAL EMPLOYMENT OPPORTUNITY

8.1 No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. CareerSource must include the foregoing or similar language in its contracts with any subcontractors, except that any project assisted by the U.S. Department of Transportation funds must comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26.

8.2 Failure by CareerSource to carry out any of the requirements of this section constitutes a material breach of this Agreement, which permits County to terminate this Agreement or to exercise any other remedy provided under this Agreement, Broward County Code of Ordinances, Broward County Administrative Code, or under applicable law, with all such remedies being cumulative.

ARTICLE 9. FINANCIAL STATEMENTS AND MANAGEMENT LETTERS

9.1 Financial Statements. Within two hundred seventy (270) days after the close of each of CareerSource's fiscal years in which CareerSource receives funds under this Agreement, CareerSource must provide to the Repository and the Contract Manager CareerSource's audited financial statements and any generated management letters regarding funding provided under this Agreement and CareerSource's response to any management letters. The audit of the financial statements must be prepared by an independent certified public accountant in accordance with generally accepted accounting principles for CareerSource's fiscal year during which it receives County funds and for each of CareerSource's subsequent fiscal years until CareerSource expends all County funds.

9.2 Management Letters. CareerSource must provide simultaneously to the Repository and the Contract Manager all management letters arising from audited financial statements within two hundred seventy (270) days after the date of the management letter as it relates to the program described in this Agreement.

CareerSource must provide to the Repository and the Contract Administrator the schedule of correction developed in response to the management letters within thirty (30) days of developing the schedule of correction.

Within two hundred seventy (270) days after the close of each of CareerSource's fiscal years in which CareerSource accounts for the funds under this Agreement, CareerSource must provide to the Repository and the Contract Administrator any compliance audits required by law.

ARTICLE 10. MISCELLANEOUS

10.1 Rights in Documents and Work. Any and all reports, photographs, surveys, and documents created by CareerSource in connection with performing Services under this Agreement will be owned by County and will be deemed works for hire by CareerSource and its agents. If the works are determined not to be a work for hire, CareerSource hereby assigns to County all right, title, and interest, including any copyright or other intellectual property rights in or to the work. If this Agreement is terminated, any reports, photographs, surveys, other data and documents prepared by CareerSource, whether finished or unfinished, will become the property of County and must be delivered by CareerSource to the Contract Administrator within seven (7) days after termination of this Agreement. Any compensation due to CareerSource may be withheld until all documents are received as provided in this Agreement. CareerSource must ensure that the requirements of this section are included in all agreements with its subcontractors.

10.2 Public Records. In addition to any responsibility of CareerSource (as a separate public entity) to directly respond to each request it receives for records made or received by CareerSource in conjunction with this Agreement and to provide the applicable public records in response to such request, CareerSource must notify County of the receipt and content of such request by sending an e-mail to imartinez@broward.org (with a copy to kasmith@broward.org) within one (1) business day from receipt of such request.

To the extent CareerSource is acting on behalf of County as stated in Section 119.0701, Florida Statutes, CareerSource must:

10.2.1 Keep and maintain public records required by County to perform the Services under this Agreement;

10.2.2 Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

10.2.3 Ensure that public records that are (i) exempt or (ii) confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to County; and

10.2.4 Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of CareerSource or keep and maintain public records required by County to perform the Services. If CareerSource transfers the records to County, CareerSource must destroy any duplicate public records that are (i) exempt or (ii) confidential and exempt. If CareerSource keeps and maintains the public records, CareerSource must meet all applicable requirements for retaining public records. All

records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

A request for public records regarding this Agreement must be made directly to County, who will respond to any public records requests. CareerSource will provide any requested records to County to enable County to respond to the public records request.

Any material submitted to County that CareerSource contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCT – TRADE SECRET." In addition, CareerSource must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. If a third party submits a request to County for records designated by CareerSource as Trade Secret Materials, County will refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by CareerSource. CareerSource must indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

IF CAREERSOURCE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CAREERSOURCE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE FAMILY SUCCESS ADMINISTRATION DIVISION CUSTODIAN OF PUBLIC RECORDS AT (954) 357-6367, IMARTINEZ@BROWARD.ORG (WITH SIMULTANEOUS COPY TO KSMITH@BROWARD.ORG), ATTN: DIVISION DIRECTOR, FAMILY SUCCESS ADMINISTRATION DIVISION, 900 NW 31st AVE., SUITE 3000, FORT LAUDERDALE, FLORIDA 33311.

10.3 Audit Rights and Retention of Records. County has the right to audit the books, records, and accounts of CareerSource and its subcontractors that are related to this Agreement. CareerSource and its subcontractors must keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts must be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CareerSource or its subcontractor must make same available at no cost to County in written form.

CareerSource and its subcontractors must preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least

three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). County reserves the right to conduct such audit or review at CareerSource's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in such books, records, and accounts will be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature by CareerSource in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit must be reimbursed to County by CareerSource in addition to adjusting for the overcharges. Any adjustments or payments due as a result of such audit or inspection must be made within thirty (30) days after presentation of County's findings to CareerSource.

CareerSource must ensure that the requirements of this section are included in all agreements with its subcontractors.

10.4 Independent Contractor. CareerSource is an independent contractor under this Agreement, and nothing in this Agreement constitutes or creates a partnership, joint venture, or any other relationship between the Parties. In providing Services under this Agreement, neither CareerSource nor its agents may act as officers, employees, or agents of County. CareerSource does not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

10.5 Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a party to this Agreement and in the capacity as funder of the Services. In the event County exercises its regulatory authority, the exercise of such authority and the enforcement of any rules, regulation, laws, and ordinances will have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement and will not be attributable in any manner to County as a party to this Agreement.

10.6 Third-Party Beneficiaries. Neither CareerSource nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party will be entitled to assert a right or claim against either of them based upon this Agreement.

10.7 Notices. For a notice to a party to be effective under this Agreement, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The addresses for notice will remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

For County:

Broward County, Family Success Administration Division
Attn: Director
Edgar P. Mills Multi-Purpose Center
900 N.W. 31st Avenue, Suite 3000
Fort Lauderdale, Florida 33311
Email address: imartinez@broward.org
With simultaneous e-mail to: Karen Smith at kasmith@broward.org

For CareerSource:

CareerSource Broward
Attn: President/CEO
2890 W. Cypress Creek Road
Fort Lauderdale, Florida 33309
Email address: mcj@careersourcebroward.com
With simultaneous e-mail to: Carol Hylton at chylton@careersourcebroward.com

10.8 Assignment. All subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by County. Except for subcontracting approved by County in advance, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by CareerSource without the prior written consent of County, and any such prohibited action will be deemed null and void. County has the right to immediately terminate this Agreement if CareerSource violates this provision.

10.9 Conflicts. Neither CareerSource nor its employees will have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CareerSource's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the term of this Agreement, none of CareerSource's officers or employees will serve as an expert witness against County in any legal or administrative proceeding in which he, she, or CareerSource is not a party, unless compelled by court process. Further, such persons will not give sworn testimony or issue a report or writing as an expression of his or her expert opinion that is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section does not preclude CareerSource or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. In the event CareerSource is permitted pursuant to this Agreement to utilize subcontractors to perform any Services required by this Agreement, CareerSource must require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as CareerSource.

10.10 Breach of Representations. In entering into this Agreement, CareerSource acknowledges that County is materially relying on the representations and warranties of CareerSource stated in this article. County is entitled to recover any damages it incurs to the extent any

representation or warranty is untrue. In addition, if any representation or warranty is false, County has the right, at its sole discretion, to terminate this Agreement without any further liability to CareerSource, to deduct from the compensation due CareerSource under this Agreement the full amount of any value paid in violation of a representation or warranty, or to recover all sums paid to CareerSource under this Agreement. Furthermore, a false representation may result in debarment from County's competitive procurement activities.

10.11 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. County's failure to enforce any provision of this Agreement will not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement will not be deemed a waiver of any subsequent breach and will not be construed to be a modification of the terms of this Agreement. Any waiver must be in writing signed by an authorized signatory of the party.

10.12 Compliance with Laws. Each party and its subcontractors must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement, including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

10.13 Severability. If any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part will be deemed severed from this Agreement and the balance of this Agreement remains in full force and effect.

10.14 Joint Preparation. This Agreement has been jointly prepared by the Parties and must not be construed more strictly against either party.

10.15 Interpretation. The titles and headings contained in this Agreement are for reference purposes only and will not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement must include the other gender, and the singular must include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

10.16 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 10 of this Agreement, the provisions contained in Articles 1 through 10 must prevail and be given effect.

10.17 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement will be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement will be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit must be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CAREERSOURCE AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL WILL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS WILL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

10.18 Amendments. No modification, amendment, or alteration to the terms or conditions contained in this Agreement is effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of County and CareerSource. The County Administrator may modify the Scope of Services for each Option Period to align the Agreement with the available CSBG funding or the current minimum wage requirements so long as the funding amount does not exceed the County Administrator's award authority or materially change the Scope of Services.

10.19 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

10.20 Payable Interest.

10.20.1 Payment of Interest. County must not be liable to pay any interest to CareerSource for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof, CareerSource waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection must not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

10.20.2 Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, must be, to the full extent permissible under applicable law, one

quarter of one percent (0.25%) simple interest (uncompounded).

10.21 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

10.22 Use of County Logo. Except when required by the terms of this Agreement, CareerSource must not use County's name, logo, or otherwise refer to this Agreement in any marketing or publicity materials without the prior written consent of County.

10.23 Representation of Authority. CareerSource represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of CareerSource, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that CareerSource has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to CareerSource. CareerSource further represents and warrants that execution of this Agreement is within CareerSource's legal powers, and each individual executing this Agreement on behalf of CareerSource is duly authorized by all necessary and appropriate action to do so on behalf of CareerSource and does so with full legal authority.

10.24 Contingency Fee. CareerSource represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for CareerSource, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If County learns that this representation is false, County has the right to terminate this Agreement without any further liability to CareerSource. Alternatively, if such representation is false, County, at its sole discretion, may deduct from the compensation due CareerSource under this Agreement the full amount of such fee, commission, percentage, gift, or consideration.

10.25 Public Entity Crime Act. CareerSource represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. CareerSource further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, 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 CareerSource has been placed on the convicted vendor list.

10.26 Discriminatory Vendor and Scrutinized Companies Lists. CareerSource represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. CareerSource further represents that it is not ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes.

10.27 Warranty of Performance. CareerSource represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all required Services and tasks under this Agreement, and that each person and entity that will provide the Services and tasks under this Agreement is duly qualified to perform the Services and tasks by all

appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the areas for which the person or entity will render Services. CareerSource represents and warrants that the Services and tasks under this Agreement will be performed in a skillful and respectful manner, and that the quality of all the Services will equal or exceed prevailing industry standards for the provision of the Services

10.28 Emergency Conditions. Emergency conditions are defined as any natural, technological, or terrorism-related disaster or emergency that commences upon a State of Emergency being declared by federal, state, or local government (“Emergency Condition”). Individuals who have been displaced or affected by the Emergency Condition are referred to as “Disaster Evacuees.”

In the event of an Emergency Condition, the County Administrator has the authority during and after the Emergency Condition, in his or her sole discretion to: (a) make adjustments to the maximum funding, including increases, under this Agreement; (b) make adjustments to the maximum funding allocated to any particular service category funded under this Agreement; (c) modify, add, or delete Services under the Scope of Services as stated in Exhibit A; (d) modify payment schedules throughout any term of this Agreement; (e) exercise an Option Period; and (f) extend the term of Agreement.

10.29 Truth-In-Negotiation Representation. CareerSource’s compensation under this Agreement is based upon its representations to County, and CareerSource certifies that the wage rates, factual unit costs, and other information supplied to substantiate CareerSource’s compensation, including without limitation in the negotiation of this Agreement, are accurate, complete, and current as of the date CareerSource executes this Agreement. CareerSource’s compensation will be reduced to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

10.30 Drug-Free Workplace. To the extent required under Section 21.31(a)(2), Broward County Administrative Code, or Section 287.087, Florida Statutes, CareerSource certifies that it has a drug-free workplace program and that it will maintain a drug-free workplace program for the duration of this Agreement.

10.31 Renegotiation. The Parties agree to renegotiate this Agreement if revision of any applicable law, regulation, or increase or decrease in allocations make changes in this Agreement necessary.

10.32 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which is deemed to be an original, but all of which, taken together, constitutes one and the same agreement.

IN WITNESS WHEREOF, the Parties have made and executed this Agreement for Summer Youth Employment Program on the respective dates under each signature: Broward County, signing by and through its Mayor or Vice-Mayor authorized to execute same by Board action on the ____ day of _____, 2019, and CareerSource Broward, signing by and through its President duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mark D. Bogen, Mayor

_____ day of _____ 2019

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: K. Gordon 4/24/19
Karen S. Gordon (Date)
Senior Assistant County Attorney

KSG/bh
CareerSource 2019 Summer. SYEP.a01
04/18/19
60068

AGREEMENT BETWEEN BROWARD COUNTY AND CAREERSOURCE BROWARD FOR SUMMER YOUTH EMPLOYMENT PROGRAM

CAREERSOURCE

WITNESSES:

Amy Winer
Signature

Amy Winer
Print Name

Kathy A. Redford
Signature

Kathy A. Redford
Print Name

CAREERSOURCE BROWARD

By: Mason Jackson
Mason Jackson, President

22ND day of April, 2019

(SEAL)

Reviewed and approved as to form
By CareerSource Attorney

By [Signature] 4/24/19
Rochelle J. Daniels (Date)
Attorney for CareerSource

EXHIBIT A
SCOPE OF SERVICES

1. CareerSource's SYEP must serve seventeen (17) Broward County residents, 16 to 18 years of age, who meet the eligibility requirements of the CSBG ("Youth").
2. CareerSource must determine each applicant's eligibility for participation in the SYEP. Eligibility for participation must be determined by a two (2) step process:
 - a. CareerSource must make a preliminary determination of eligibility according to the guidelines established by CareerSource for the SYEP; and
 - b. CareerSource must refer SYEP applicants and their families to the Community Action Agency ("CAA") at County's Family Success Administration Division to determine the families' and applicant's eligibility under the CSBG. County's CAA will timely notify CareerSource in writing of the eligibility determination.

County is not required to pay any portion of an invoice submitted by CareerSource if the applicant is determined to be ineligible for participation in the SYEP.

3. CareerSource's obligations to serve Youth participating in the SYEP include but are not limited to the following:
 - a. Immediately prior to assignment of the Youth to a worksite, CareerSource must provide eighteen (18) hours of employability skills training. Training is to be conducted over three (3) days, six (6) hours each day, and must include training materials and lunch for each of the three (3) days.
 - b. Provide supervisory training for individuals who will supervise Youth at their assigned worksite.
 - c. Place Youth with a not-for-profit organization, public entity, or governmental entity in Broward County where the Youth will receive paid work experience. The work experience must be for eight (8) weeks, thirty (30) hours a week, at the current minimum wage pay rate excluding lunch, beginning in June and ending in August, unless by prior written approval of CareerSource's President and County's Contract Administrator, such dates are subsequently changed for any of the Youth.
 - d. CareerSource must assign one (1) monitor/case manager for every thirty-five (35) Youth to: (i) visit the Youth at the worksite; (ii) check on the progress of the Youth at the worksite; and (iii) collect timesheets used by CareerSource to

determine the amount of each Youth's paycheck. CareerSource acknowledges that Monitors will work for nine (9) weeks, beginning in June and ending in August.

4. CareerSource must serve as the employer of record for the Youth and must provide the Youth with Workers' Compensation insurance in accordance with Florida law.
5. CareerSource must hire staff necessary to operate the SYEP.
6. CareerSource is responsible for paying the Youth for the work experience.
7. CareerSource must invoice County as follows:
 - a. Actual expenses incurred:
 - i. Youth Employment not-to-exceed Thirty-four Thousand Five Hundred Seventeen Dollars (\$34,517) (\$8.46 per hour for 30 hours per week for 8 weeks for 17 Youth).
 - ii. Monitor Employment not-to-exceed Two Thousand Three Hundred Sixty-four Dollars (\$2,364) (\$17.51 per hour for 30 hours per week for 9 weeks for .5 monitor).
 - iii. Other Direct Costs not-to-exceed Seven Thousand Nine Hundred Eighty-six Dollars (\$7,986):

Other allowable direct costs consist of Federal Insurance Contributions Act (FICA) tax, workers' compensation insurance, mileage and travel, employability skills training, postage, manuals, supplies and printing, telephone, food, bus passes, uniforms and clothing, background screenings, drug tests, and equipment rental.
 - b. Indirect administrative costs not-to-exceed Five Thousand One Hundred Thirty-three Dollars (\$5,133). Invoiced at 11.4% of actual expenses incurred under Paragraph 7.a.