

SERVICE CONTRACT No. 1402

THIS AGREEMENT is made and entered into on _____, by the City of Pompano Beach (“City”) and New Horizon Community Development Corporation, Inc., a (“Contractor”).

WHEREAS, City requires services which Contractor is capable of providing under the terms and conditions described below; and

WHEREAS, Contractor is able and prepared to provide such services to City under the terms and conditions set forth below.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth below, the parties agree as follows:

1. *Contract Documents.* This Agreement consists of the Scope of Work set forth in Exhibit “A” (the “Work”) and the Insurance Requirements set forth in Exhibit “C”, both of which are attached and made a part of this agreement; and all written change orders and modifications issued after execution of this Agreement.

2. *Purpose.* City contracts with Contractor to provide a summer youth employment training program.

3. *Scope of Work.* Contractor shall provide the Scope Services set forth in Exhibit “A”. If the Work requires Contractor to provide materials or complete the Work within a specified time frame or in accordance with certain plans and specifications, these terms and conditions shall be set forth and included in Exhibit “A,” and Contractor agrees to provide such materials or Work in accordance with Exhibit “A”. Contractor and Contractor’s heirs, executors, administrators, successors and assigns, do agree to fully perform all covenants contained in this Agreement.

4. *Term of Contract.* This Contract shall be for a term of one (1) year commencing on the date this Contract is fully executed by both parties.

5. *Renewal.* In the event City determines Contractor to be in full compliance with this Agreement and Contractor’s performance to be satisfactory, then City, with City Commission approval, shall have the option to renew this Agreement for an additional four (4) one (1) year terms upon the written consent of both City and Contractor; provided City provides written notice of its intention to renew within sixty (60) days of the termination date of this Agreement.

6. *Maximum Obligation.* City agrees to pay Contractor for providing the Work an amount not exceeding One Hundred One Thousand One Hundred and Eighty Four Dollars (\$101,184.00). .

7. *Price Formula, Payment and Invoices.*

A. *Price Formula.* City agrees to pay Contractor for performance of the Work set forth in this Agreement as outlined in Exhibit "B", which is attached and made a part of this Agreement.

B. *Payment.* All payments by City shall be made after the Work has been verified and completed. Unless disputed by City, a Proper Invoice, as defined in §218.72, Florida Statutes, shall be forwarded by the City for payment to the Contractor within forty-five (45) days of the City's receipt of a verified and completed invoice.

City may temporarily remove for review any disputed amount, by line item, from an invoice and shall timely provide Contractor written notification of any such disputed charge. Contractor shall provide clarification and a satisfactory explanation to City, along with revised copies of all such documents if inaccuracies or errors are discovered, within ten (10) days of receipt of City's notice of the disputed amount

In the event City has a claim against Contractor for Work performed which has not been timely remedied in accordance with the provisions of this Article 7, City may withhold payment for the contested amount, in whole or in part, to protect itself from loss on account of defective Work, claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor, and/or Contractor's failure to make proper payments to subcontractors or vendors for material or labor. When the reason(s) for withholding payment are removed or resolved in a manner satisfactory to City, payment shall be made.

Resolution of improper payment requests or invoices shall be in accordance with §218.76, Florida Statutes, as amended.

8. *Disputes.* Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

9. *Contract Administrators, Notices and Demands.*

A. *Contract Administrators.* During the term of this Agreement, the City's Contract Administrator shall be Eddie Beecher and the Contractor's Contract Administrator shall be Bessie Showers (or their authorized written designee) as further identified below.

B. *Notices and Demands.* A notice, demand, or other communication hereunder by either party to the other shall be effective if it is in writing and sent via email, facsimile, registered or certified mail, postage prepaid to the representatives named below or is addressed and delivered to such other authorized representative at the address as that party, from time to time may designate in writing and forward to the other.

If to Contractor: Bessie Showers
c/o New Horizon Community Development Corporation,
Inc.
1518 NW 17th Ave.
Pompano Beach, FL 33069
Email: bshowers4752@aol.com

If to City: Eddie Beecher, Contract Administrator
100 West Atlantic Blvd
Pompano Beach, FL 33060
Office: 954-786-5555
Email: Eddie.Beecher@copbfl.com

With a copy to: Antonio Pucci, Contract Manager
100 West Atlantic Blvd.
Pompano Beach, FL 33060
Phone: (954) 786-5574
Email: antonio.pucci@copbfl.com

10. *Ownership of Documents and Information.* All information, data, reports, plans, procedures or other proprietary rights in all Work items, developed, prepared, assembled or compiled by Contractor as required for the Work, whether complete or unfinished, shall be owned by the City without restriction, reservation or limitation of their use and made available at any time and at no cost to City upon reasonable written request for its use and/or distribution as City deems appropriate; provided, City has compensated Contractor for such Work product. City's re-use of Contractor's Work product shall be at its sole discretion and risk if done without Contractor's written permission. Upon completion of all contemplated Work or termination of this Agreement, copies of all of the above data shall be promptly delivered to the City's Contract Administrator upon written request. The Contractor may not disclose, use, license or sell any work developed, created, or otherwise originated to any third party whatsoever. The rights and obligations created under this Article shall survive the termination or expiration of this Agreement.

11. *Termination.* City shall have the right to terminate this Agreement, in whole or in part, for convenience, cause, default or negligence on Contractor's part, upon ten (10) business days advance written notice to Contractor. Such Notice of Termination may include City's proposed Transition Plan and timeline for terminating the Work, requests for certain Work product documents and materials, and other provisions regarding winding down concerns and activities.

If there is any material breach or default in Contractor's performance of any covenant or obligation which has not been remedied within ten (10) business days after City's written Notice of Termination, City, in its sole discretion, may terminate this Agreement immediately and Contractor shall not be entitled to receive further payment for services rendered from the effective date of the Notice of Termination.

In the event of termination, City shall compensate Contractor for all authorized Work satisfactorily performed through the termination date under the payment terms set forth in

Article 7 above and all Work product documents and materials shall be delivered to City within ten (10) business days from the Notice of Termination. If any Work is in progress but not completed as of the date of the termination, then upon City's written approval, this Agreement may be extended until such Work is completed and accepted by City.

12. *Force Majeure.* Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented, delayed or stopped by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of God, or act or order of a governmental instrumentality, failure of technical facilities, interruption or delay of transportation service, epidemic, pandemic, or public health emergencies (including any resurgence or re-occurrence) or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of Force Majeure.

If either party is unable to perform or is prevented, delayed or stopped in performing any obligations under this Agreement because of any event of force majeure, such inability to perform or delay shall be excused and any associated charges or payment suspended until such time as the event of force majeure ends or as long as may be reasonably necessary for either party to correct the adverse effect of such event of force majeure, to the extent and in the form as mutually agreed by the Parties.

In order to be entitled to the benefit of this Paragraph, a party claiming an event of Force Majeure shall be required to give prompt written notice to the other party after commencement or discovery of the event of force majeure, specifying in detail the event of force majeure, the estimated length of the event of force majeure, diligently proceed to correct the adverse effect of any force majeure, where possible, and, upon request from the non-claiming party, provide an update until the event of force majeure ends. The parties agree that, as to this Paragraph, time is of the essence.

13. *Insurance.* Contractor shall maintain insurance in accordance with Exhibit "B" throughout the term of this Agreement.

14. *Indemnification.* Except as expressly provided herein, no liability shall attach to the City by reason of entering into this Agreement.

A. Contractor shall at all times indemnify, hold harmless and defend the City, its officers, officials, employees, volunteers and other authorized agents from and against any and all claims, demands, suit, damages, attorneys' fees, fines, losses, penalties, defense costs or liabilities suffered by the City arising directly or indirectly from any act, breach, omission, negligence, recklessness or misconduct of Contractor and/or any of its agents, officers, or employees, including any inaccuracy in or breach of any of the representations, warranties or covenants made by the Contractor, its agents, officers and/or employees, in the performance of services of this contract. Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all other costs and related expenses, even if the claim(s) is/are groundless, false or fraudulent. To the extent considered necessary by City, any sums due Contractor may be retained by City until all of City's claims for

indemnification have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Contractor acknowledges and agrees that City would not enter into this Agreement without Contractor's indemnification of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor shall constitute specific consideration to Contractor for the indemnification provided under this Article and these provisions shall survive expiration or early termination of this Agreement.

15. *Sovereign Immunity.* Nothing in this Agreement shall constitute a waiver by the City of its sovereign immunity limits as set forth in section 768.28, Florida Statutes. Nothing in this agreement shall be construed as consent from either party to be sued by third parties.

16. *Non-Assignability and Subcontracting.*

A. *Non-Assignability.* This Agreement is not assignable and Contractor agrees it shall not assign or otherwise transfer any of its interests, rights or obligations, in whole or in part, to any other person or entity without City's prior written consent which must be sought in writing not less than fifteen (15) days prior to the date of any proposed assignment. Any attempt by Contractor to assign or transfer any of its rights or obligations without first obtaining City's written approval shall not be binding on City and, at City's sole discretion, may result in City's immediate termination of this Agreement. In such case, City shall be released of any of its obligations under this Agreement. In addition, this Agreement and the rights and obligations shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership. In the event of Contractor's insolvency or bankruptcy, City may, at its option, terminate and cancel this Agreement without any notice of any kind whatsoever, in which event all rights of Contractor shall immediately cease and terminate.

B. *Subcontracting.* Prior to subcontracting any Work, Contractor shall be required to obtain the written approval of the City's Contract Administrator. If the City's Contract Administrator, in their sole discretion, objects to the proposed subcontractor, Contractor shall be prohibited from allowing that subcontractor to provide any Work. Although Contractor may subcontract Work in accordance with this Article, Contractor remains responsible for any and all contractual obligations and shall also be responsible to ensure that none of its proposed subcontractors are listed on the *Convicted Vendors List* referenced in accordance with the provisions of Paragraph 28 below.

17. *Performance Under Law.* The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity, and the Americans with Disabilities Act (ADA).

18. *Audit and Inspection Records.* The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all subcontracts a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

19. A *Adherence to Law.* Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

B *Conflict of Interest.* During the time period this Agreement is in effect, Contractor shall not engage in any conduct or activities that would constitute a conflict of interest, and shall otherwise avoid any appearance of such conflict of interest. Such conduct or activities shall include, but not be limited to, participation in political campaigns for any city-elected office.

20. *Independent Contractor.* The Contractor shall be deemed an independent contractor for all purposes, and the employees of the Contractor or any of its subcontractors, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

21. *Contractor cooperation.* The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

22. *Public Records.*

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law

for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

B. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under Section 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK

100 W. Atlantic Blvd., Suite 253

Pompano Beach, Florida 33060

(954) 786-4611

RecordsCustodian@copbfl.com

23. *Governing Law.* Agreement must 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 will be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. BY ENTERING INTO THIS AGREEMENT, THE PARTIES EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

24. *Waiver and Modification.*

A. No waiver made by either party with respect to performance, manner, time, or any obligation of either party or any condition shall be considered a waiver of that party's rights

with respect to the particular obligation or condition beyond those expressly waived in writing or a waiver of any other rights of the party making the waiver or any other obligations of the other party.

B. **No Waiver by Delay.** The City shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Agreement provided that any delay by City in asserting its rights shall not operate as a waiver of such rights or limit them in any way. The intent of this provision is that City shall not be constrained to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default or risk nor shall any waiver made by City with respect to any specific default by Contractor be considered a waiver of City's rights with respect to that default or any other default by Contractor.

C. Either party may request changes to modify certain provisions of this Agreement; however, unless otherwise provided, any such changes must be contained in a written amendment executed by both parties with the same formality of this Agreement.

25. **No Contingent Fee.** Contractor warrants that other than a bona fide employee working solely for Contractor, Contractor has not employed or retained any person or entity, or paid or agreed to pay any person or entity, any fee, commission, gift or any other consideration to solicit or secure this Agreement or contingent upon or resulting from the award or making of this Agreement. In the event of Contractor's breach or violation of this provision, City shall have the right to terminate this Agreement without liability and, at City's sole discretion, to deduct from the Price Formula set forth in Paragraph 7 or otherwise recover the full amount of such fee, commission, gift or other consideration.

26. **Attorneys' Fees and Costs.** In the event of any litigation involving the provisions of this Agreement, both parties agree that the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney and paraprofessional fees as well as all out-of-pocket costs and expenses incurred by the prevailing party in such litigation through all appellate levels.

27. **No Third Party Beneficiaries.** Contractor and City agree that this Agreement and other agreements pertaining to Contractor's performance shall not create any obligation on Contractor or City's part to third parties. No person not a party to this Agreement shall be a third-party beneficiary or acquire any rights hereunder.

28. **Public Entity Crimes Act.** As of the full execution of this Agreement, Contractor certifies that in accordance with §287.133, Florida Statutes, it is not on the *Convicted Vendors List* maintained by the State of Florida, Department of General Services. If Contractor is subsequently listed on the *Convicted Vendors List* during the term of this Agreement, Contractor agrees it shall immediately provide City written notice of such designation in accordance with Paragraph 9 above.

29. **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained in this Agreement, 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. Accordingly, it is agreed that no deviation from the terms shall be predicated upon any prior representations or agreements, whether oral or written.

30. *Headings.* The headings or titles to Articles of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

31. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this Agreement and any signatory shall be considered for all purposes as original.

32. *Approvals.* Whenever CITY approval(s) shall be required for any action under this Agreement, such approval(s) shall not be unreasonably withheld.

33. *Absence of Conflicts of Interest.* Both parties represent they presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with their performance under this Agreement and that no person having any conflicting interest shall be employed or engaged by either party in their performance.

34. *Binding Effect.* The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the parties.

35. *Employment Eligibility.* By entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit or County Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination

36. *Miscellaneous.* Contractor shall:

A. Accept the funds as appropriated in accordance with the terms of this Agreement.

B. Utilize allotted funds under this Agreement for the sole purpose set forth in this Agreement – FRAUDULENT USE OF CITY FUNDS SHALL RESULT IN THE TERMINATION OF THIS AGREEMENT AND THE CONTRACTOR SHALL BE OBLIGATED TO RETURN ALL THE FUNDS AWARDED BY THIS AGREEMENT. IN ADDITION, THE CITY RESERVES ANY AND ALL RIGHTS AFFORDED UNDER THE

LAW INCLUDING PROSECUTION FOR SUCH FRAUDULENT USE OF CITY FUNDS IN A COURT OF COMPETENT JURISDICTION.

C. Return to the City within fifteen (15) days of demand all City funds paid to said Contractor under the terms of this Agreement upon the finding that the terms of any agreement executed by the Contractor of the provisions or any applicable ordinance or law have been violated by the Contractor.

D. Maintain books, records and documents in accordance with generally accepted accounting procedures and practices to maintain adequate internal controls which, relating to the services, sufficiently and properly reflect all expenditures of funds provided by the City under this Agreement.

E. Agree that any funds that are not spent in the performance of the Work, which are residual funds remaining unspent or unencumbered by any existing (not contingent) legal obligation shall be retained by the City.

F. Not use the City's logo, materials, or testimony for promotion of the Contractor's services or programs without written authorization from the City Manager or its designee.

37. *Severability.* Should any provision of this Agreement or its applications be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

CITY OF POMPANO BEACH

ASCELETA HAMMOND, CITY CLERK

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

(SEAL)

"CONTRACTOR"

New Horizon Community Development Corporation, Inc.

Witnesses:

[Signature]
Shelton Lewis
(Print or Type Name)

By: Rayfield Showers
Rayfield Showers, President

[Signature]
Clarence M Fuller
(Print or Type Name)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 23 day of February, 2022 by Rayfield Showers as President of New Horizon Community Development Corporation, Inc., a Florida corporation on behalf of the corporation. He is personally known to me or who has produced FLDL (type of identification) as identification.

NOTARY'S SEAL:



CLARENCE M. FULLER
Commission # HH 125895
Expires June 21, 2025
Bonded Thru Budget Notary Services

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
Clarence M Fuller
(Name of Acknowledger Typed, Printed or Stamped)
HH 125895
Commission Number

New Horizon Community Development Corporation Summer Youth Employment Training Program (SYETP) – 2022

Exhibit A Scope of Services

The New Horizon Community Development Corporation (NHCDC) is a 501(c) (3) non-profit organization which has been in existence since 1997. Also, the corporation is a certified Small Business Enterprise and has a Consumer's Certificate of Exemption. NHCDC has operated a summer camp, tutoring, mentoring and other positive programs for children and their families. During the summer of 2016 and 2017, NHCDC operated the SYETP in the City of Pompano Beach and was awarded funds to serve 80 in 2016 and 96 in 2017 at risk youth and their families. The NHCDC understand and commits to all parameters and mandates for the program. NHCDC provided a quality program as evidenced by verbal and written feedback from stakeholders. Due to Covid-19 we anticipate on serving 50 to 60 youth this program year.

NHCDC will provide jobs apprenticeship and mentoring opportunities to vulnerable youth. The summer youth will be placed at different private businesses throughout the City of Pompano Beach that will provide them with on the job training. The program will focus on teaching interview techniques through role play conducted by peers and staff. Also, video of proper interviews will be shown to reinforce positive techniques. Activities will be provided to teach and demonstrate each soft skill. The student will be required to make a short presentation regarding their work assignment to improve public speaking skills. Training will be provided to teach youth how to budget. The primary mission is to introduce the youth to the world of work and to enhance their overall self-awareness and development as productive citizens.

Drug Screening/Background Checks:

We will partner with a medical lab to provide drug screening for each participant summer youth employment program. Also, to ensure that a safe place for all children participating in NHCDC summer youth employment program, staff and any individual that will have contact with minor children shall be required to undertake a Level II background check. All background checks will be reviewed by the city's Human Resources Director.

Advertisement:

NHCDC developed flyers to market the program. Flyers will be distributed to community agencies, churches, apartment complexes, libraries and to private individuals. The announcement will be posted on social media. Also, the flyers or pamphlet will be distributed to the following schools:

- Crystal Lake Middle
- Pompano Beach Middle
- Blanche Ely High
- Pompano Beach High

Additionally, advertising will be conducted on the City of Pompano Beach TV Channel (78), posted in Pompano Beach City Hall and at Pompano Beach Parks and Recreation Centers. All advertisements will be approved by the city's Communication and Marketing Director. We will solicit businesses to partner with the program and provide business skills and mentoring support services to the youth enrolled in the program.

Application Distribution:

Applications will be available for pick-up at the following locations:

- NHDC office (1518 N. W. 17th Avenue)
- City of Pompano Beach Parks and Recreation centers
- City of Pompano Beach City Hall
- City of Pompano Beach Dept. of Human Resources
- Local Churches
- Community agencies and organizations

Each parent and or guardian must provide a copy of their Florida driver's license or Florida identification card reflecting an address in the City of Pompano Beach, Florida. The completed application must include the following:

- Copy of the parent and or guardian's identification
- City Waiver and Hold Harmless Agreement form
- Letter of reference from one of the following: student's guidance counselor, teacher, principal, assistant principal or pastor
- Current report card
- Current utility bill

Each applicant's report card will be reviewed, and evidence of improvement will be noted and considered during the application and interview process. All completed applications must be returned to the NHDC office located at 1518 N. W. 17th Avenue. Incomplete applications will not be accepted. Completed applications must be submitted by **April 25, 2022 by 5:00 p.m.**

Interview Process:

In order to ensure fairness during the interview process we will select Broward educators or other human services personnel to conduct the interviews. We developed a set of questions to rate each applicant's responses during the interview. All applicants will be instructed to dress appropriately for the interview. Letters of congratulations and denial will be provided to each applicant. Upon request, NHDC will provide the City any and all necessary documentation that will show the demographic of participants in the program.

Participants Orientation:

A mandatory orientation for the students and their parents will be conducted prior to the students beginning the official work period. Also, we will partner with a banking institution to provide the parents and students the opportunity to enroll in a direct deposit program. This will be the beginning of the financial literacy training which will include the benefits of saving and using money wisely. By the second pay period, each participant must have an individual bank account for direct deposits. Staff will assist participants in opening a bank account. Student bank accounts may be opened free of charge. The program will be utilizing Wells Fargo and Bank of America and the banking officials will be present during the mandatory parent orientation. Also, as needed and requested other banking institutions will be utilized for direct deposits.

Pay, Work Hours and Training:

1. The students will work sixteen hours per week and earn \$10.00 per hour. The program is scheduled to start on **June 17th thru July 28, 2022**. All students will work at their assigned work site from Tuesday through Thursday for four hours and attend a mandatory training session each Monday for several hours. The participants in this program are not City of Pompano Beach employees and will not be entitled to any city benefits including, but not limited to, overtime, sick or vacation time retirement benefits or workers' compensation. Each participant will be responsible for completing a timesheet that will be signed by the worker and the supervisor. The training sessions will be interactive and will include group activities and the opportunity for individual expression regarding their work experiences. Role play activities will include demonstration of job interview techniques; appropriate job and social etiquette. Also, training will be provided to teach budgeting and fiscal responsibility wherein each student will be assisted in developing a budget.
2. Students will participate in presentations relevant to various career options. All efforts are made to include professionals from a variety of professions. Each student is required to participate in the development of an Individual Service strategy (ISS) plan to meet their needs. Also, information regarding secondary and postsecondary education will be provided for the students and their parents. Additionally, health education training topics will include physical, sexual and mental health.
3. The students will participate in field trips to understand the importance of an appreciation of healthy, wholesome fun and cultural enrichment. Also, we have scheduled field trips to the Ali Cultural Arts center, the new Pompano Beach Cultural center and Teen Summit sponsored by the Fort Lauderdale Police department which will reinforce the topics of personal responsibility, positive communication with law enforcement and bullying.

Required Surveys and Feedback:

At the beginning of the program each student is required to complete a pre-test survey assessing their knowledge of the world of work. Employers will be required to complete a satisfaction survey at the end of the program. Students are required to make presentations regarding their respective work site and share the benefits of their participation in the program. Also, students will complete a post test at the end of the program. Also, feedback will be solicited from the parents regarding their child's overall participation in the program.

A celebration and recognition program are the culminating activity for the program. During this time partners and parents will be afforded the opportunity to share their reflections and impressions of the overall work experience and the impact upon the student. Also, students share their work experiences, show case their talents and knowledge gained during the program. Certificates of completion are provided to each student who successfully completes the program.

EXHIBIT B

INSURANCE REQUIREMENTS

CONTRACTOR shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager. If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

CONTRACTOR is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440. CONTRACTOR further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as CITY's interests may appear, on General Liability Insurance only, relative to claims which arise from CONTRACTOR's negligent acts or omissions in connection with CONTRACTOR's performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance**Limits of Liability****GENERAL LIABILITY:**

Minimum 1,000,000 Per Occurrence and
\$2,000,000 Per Aggregate

* Policy to be written on a claims incurred basis

XX	comprehensive form	bodily injury and property damage
XX	premises - operations	bodily injury and property damage
—	explosion & collapse hazard	
—	underground hazard	
XX	products/completed operations hazard	bodily injury and property damage combined
XX	contractual insurance	bodily injury and property damage combined
XX	broad form property damage	bodily injury and property damage combined
XX	independent CONTRACTORS	personal injury
XX	personal injury	

— sexual abuse/molestation Minimum \$1,000,000 Per Occurrence and Aggregate

— liquor legal liability Minimum \$1,000,000 Per Occurrence and Aggregate

AUTOMOBILE LIABILITY:

Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

—	comprehensive form	<input type="checkbox"/> Minimum \$10,000/\$20,000/\$10,000 (Florida's Minimum Coverage)
—	owned	
—	hired	
—	non-owned	

REAL & PERSONAL PROPERTY

— comprehensive form Agent must show proof they have this coverage.

EXCESS LIABILITY

Per Occurrence Aggregate

—	other than umbrella	bodily injury and property damage combined	\$2,000,000	\$2,000,000
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PROFESSIONAL LIABILITY

Per Occurrence Aggregate

—	* Policy to be written on a claims made basis	\$1,000,000	\$1,000,000
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(3) If Professional Liability insurance is required, CONTRACTOR agrees the indemnification and hold harmless provisions set forth in the Agreement shall survive the

termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

C. Employer's Liability. If required by law, CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and
- (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

**New Horizon Community Development Corporation, Inc.
Summer Youth Employment Training Program (SYETP)**

Exhibit C

Program Budget 2022

SALARIES

Employees (50-55)	\$10.00 per hr. (6 wks.)	\$52,800.00
Staff (4)	\$15 per hr. (6 wks.)	\$ 8,640.00
Director/Asst.	\$20 per hr. (5 mos.)	\$16,000.00
FICA	7.65%	<u>\$5,924.00</u>
TOTAL		\$83,364.00

CONTRACTUAL SERVICE

Concentra	Drug Screening	\$2,600.00
Parcel	Finger Printing	<u>1,000.00</u>
TOTAL		\$3,600.00

PERSONNEL

Rent	6 mos @ 750.	\$4,500.00
Photo Copies/Supplies		\$2,000.00
Travel	.60 per mile	\$300.00
Hot Meals	(6 wks) Nutritious meals @\$8.50	\$3,060.00
Others		<u>\$4,360.00</u>
TOTAL		\$14,220.00

PROJECT TOTAL

\$101,184.00

Pricing Formula

A. The City agrees to advance funds to the Contractor on not more than once a month and in accordance with the following installments:

1. Monday, May 16, 2022 - \$33,390.72 (33% of total funding)
2. Monday, June 20, 2022 - \$30,355.20 (30% of total funding)
3. Monday, July 11, 2022 - \$27,319.68 (27% of total funding)

B. Prior to the third (3rd) payment, Contractor shall be required to provide properly documented receipts reflecting amounts spent or encumbered for services rendered from the commencement of this Agreement to the date prior to the 3rd payment. Acceptable documentation shall include, but not be limited to, cancelled checks (front and back on online bank activity for back of check), signed timesheets (employees and contractor staff), purchase receipts, paid invoices, and any other documents requested by City.

C. The Contractor shall also certify that all labor, employees, students and vendors and other agents have been fully paid and compensated for services provided under this Agreement.

D. Any changes in the above referenced Program Budget, which would affect expenditure of funds provided under the terms of this contract, must be approved in writing by the City Manager or their designee prior to the expenditure of such funds; provided, nothing in this Agreement authorizes or allows any expenditure or obligation of funds in excess of the maximum contract amount.

E. Final Payment. Final payment by the City shall be made after all services have been provided. Final payment will be invoiced between August 22, 2022 and September 1, 2022 and shall include acceptable documentation for program expenses and shall be submitted to City for payment approval. Payment will be issued within forty-five (45) days of submittal. No reimbursement will be made for any undocumented expenses. Contractor will be responsible for returning any funds advanced for which there are undocumented expenditures.

F. Any failure to comply with this Exhibit's requirements may result in the denial of any payment requests.