

Virginia Beach Summer Youth Employment Program
Employer Participation Agreement

- I. This Agreement made and entered into this _____ day of _____ 2021 by and between the City of Virginia Beach through its Department of Parks and Recreation Youth Opportunities Office (hereinafter referred to as Youth Opportunities Office) and _____ having a principal place of business at _____.
(Hereinafter referred to as Worksite Host).

- II. The purpose of this Agreement is to set forth the relationship between the Youth Opportunities Office and the Worksite Host in order to provide a valuable summer work experience for youth participants in the Virginia Beach Summer Youth Employment Program (hereinafter referred to as SYEP) to support career exploration and strengthen potential for occupational training and employment goals.

- III. WORKSITE HOST RESPONSIBILITIES
 - A. Provide youth participants with work experiences that are valuable and meaningful for the participant and Worksite Host.
 - B. Host one or more youth or young adult participants for a minimum of eight (8) weeks during the term of this agreement set forth in paragraph V.
 - C. Ensure participants have the opportunity to work a minimum of twenty-seven (27) hours per week and a maximum of forty (40) hours per week if the youth participant is 14 or 15 years old. Ensure youth participants age 14 or 15 do not work before 7:00 a.m. or after 9:00 p.m. in non-school weeks.
 - D. Provide all participants with a worksite specific orientation and/or training necessary for them to be successful in the SYEP including but not limited to training regarding work station duties, safety procedures, and worksite policies and rules.
 - E. Assign worksite tasks according to the participant's ability to perform, and in conjunction with the job responsibilities.
 - F. Follow all guidelines for meal/break policies as outlined by Federal and State Youth and other Labor laws, in addition to providing at least one half hour break when a participant is working five (5) or more continuous hours in a shift.
 - G. Accurately track time worked and performance.
 - H. Regularly communicate with the Youth Opportunities Office regarding participant progress. If there are any problems with a youth participant the Worksite Host shall inform the Youth Opportunities Office in attempt to resolve the issue(s).
 - I. Immediately notify the Youth Opportunities Office at (757) 385-0432 or (757) 385-0464 regarding any worksite related problems, issues and/or

accidents and send a copy of the company Incident or Accident Report via facsimile to (757) 453-6395 or via email to SYEP@vbgov.com

- J. The Worksite Host shall provide participant with sufficient equipment, tools and material to perform assigned worksite tasks.
- K. Permit pre-scheduled worksite visits by Youth Opportunities Office staff to observe and meet with participants and supervisors.
- L. To pay wages in accordance with applicable federal, state and local wage and hour laws. Youth Workers must be paid at least applicable minimum wage standards.
- M. Provide youth participants with the option to utilize direct deposit as their form of payment.
- N. The Worksite Host shall complete all evaluations and performance feedback forms presented by the Youth Opportunities Office throughout the duration of the SYEP.

IV. CONTACT INFORMATION.

A. _____

B. Youth Opportunities Office
2154 Landstown Road
Virginia Beach, Virginia 23456
757.385.0464

V. TERM. The term of the SYEP shall be from May 1, 2021 through August 31, 2021.

VI. INSURANCE. The Worksite Host shall secure and maintain during the term of this Agreement insurance to protect the participant and Worksite Host from claims of bodily injury, including death, property damage or as such other claims arising under this Agreement as follows:

- A. Worker's Compensation Insurance of not less than \$500,000 if the Provider is required by state law to maintain this coverage.
- B. Comprehensive General Liability Insurance, in an amount not less than one million dollars (\$1,000,000) combined single limits (CSL).
- C. Automobile Liability Insurance for owned vehicles in an amount not less than one million dollars (\$1,000,000) combined single limits (CSL).

VII. NON-ASSIGNMENT. Neither this Agreement nor any interest therein, or claim there under, shall be assigned or transferred by the Worksite Host without the prior written consent of the Youth Opportunities Office.

VIII. ENTIRE AGREEMENT. This Agreement and any Appendices attached hereto constitute the entire agreement of the parties and supersedes all prior agreements, understandings and negotiations, whether written or oral,

between the parties. This Agreement may not be modified, except in a writing signed by both parties that is expressly stated to be an amendment hereto.

- IX. COMPLIANCE WITH APPLICABLE LAWS. The Worksite Host shall comply with all applicable federal, state and local statutes, ordinances, regulations and guidelines now in effect or hereafter adopted.
- X. GOVERNING LAW AND VENUE. This Agreement shall be deemed to be a Virginia contract and shall be governed as to all matters whether of validity, interpretations, obligations, performance or otherwise exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Any and all suits for any claims or for any and every breach or dispute arising out of this contract shall be maintained in the appropriate court of competent jurisdiction in the City of Virginia Beach.
- XI. NONDISCRIMINATION. During the performance of this Agreement the Worksite Host will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification/consideration reasonably necessary to the normal operation of the Worksite Host. The Worksite Host agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Worksite Host, in all solicitations or advertisements for employees placed by or on behalf of Provider, will state that the Worksite Host is an equal opportunity employer.
- XII. DRUG FREE WORKPLACE. The Worksite Host will provide a drug-free workplace for the Worksite Host's employees.
- XIII. TERMINATION. The Youth Opportunities Office and the Worksite Host reserve the right to terminate the agreement upon fifteen (15) days written notice to the other party.
- XIV. IMMIGRATION LAW COMPLIANCE. Pursuant to Section 2.2 -443 11.1 of the Code of Virginia, Worksite Host agrees that he/she does not currently, and shall not during the performance of this contract; knowingly employ an unauthorized alien, as defined in the federal Immigration and Control Act of 1986.
- XV. The City of Virginia Beach does not discriminate against Faith-Based Organizations.
- XVI. BUSINESS ENTITY REGISTRATION. Worksite Host, if it is a corporation, limited liability company, professional limited liability company or any other entity required to register with the Virginia State Corporation Commission shall be registered and authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Provider shall submit proof of such registration to the City upon request. Additionally, Worksite Host shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth of Virginia, if so required by Title 13.1 or Title 50 of the Code of Virginia, to be revoked or canceled at any time during the term of the contract.

- XVII. **BUSINESS LICENSE REQUIREMENT.** If Worksite Host is a business, located in the City of Virginia Beach or at any time during the performance of this Agreement obtains situs for purposes of business license taxes, it shall be unlawful for such business to conduct or engage in such business, trade or occupation without having first obtained the proper license from the Commissioner of Revenue of the City of Virginia Beach, and the Worksite Host covenants that it has a business license where one is required to perform this Agreement.
- XVIII. **REPRESENTATION REGARDING CITY EMPLOYMENT.** Worksite Host represents at the time of contracting and throughout the pendency of this agreement that no one with ownership interest in the Worksite Host or the Worksite Host's corporate entity, if applicable, or other employee of the Worksite Host is also an employee of the City of Virginia Beach, Department of Parks and Recreation. Provider further represents that no individual with ownership interest in the Worksite Host or the Worksite Host's corporate entity, if applicable, or other employee has a spouse, other relative or person who resides with the individual that is currently an employee of the City of Virginia Beach, Department of Parks and Recreation.
- XIX. **COMPLIANCE WITH THE VIRGINIA HUMAN RIGHTS ACT.** The Virginia Human Rights Act, as amended, includes protections against discrimination based on an individual's race, color, religion, sex, sexual orientation, gender identity, marital status, pregnancy, childbirth or related medical conditions, age, status as a veteran, or national origin. During the performance of this Agreement Contractor shall comply with the Virginia Human Rights Act, as amended.
- XX. **FORCE MAJEURE.** In the event of a local or national emergency, pandemic, riot, act of terrorism, war, fire, government measure or regulation, embargo, natural disaster, mob, or other emergency that makes it impossible or impractical for the services contemplated in the Agreement 1) to be provided by the Contractor; or 2) to be received, accepted or acquired by the City, either party may terminate this Agreement. Notice shall be given by the terminating party to the non-terminating party by certified mail/return receipt requested at the address set forth in this Agreement. In such a case, the Contractor shall return to the City any deposit or payment made by the City, less any mutually agreed upon reimbursable costs. Thereafter, the Contractor and the City waive any and all claims for damage or loss of profits or other compensation should this Agreement be so terminated. If by reason of the fact that the government, either federal, state or local, shall find it necessary to curtail, suspend or forbid public assembly, thereby rendering it is impossible or impractical for the services contemplated in the Agreement to either be provided by the Contractor or to be received, accepted or acquired by the City, either party may cancel this Agreement upon receipt of such governmental notice without penalty or liability to the other party.

WITNESS the following signature

WORKSITE HOST:

Printed Name of Worksite Host

Signature of Worksite Host

Title

Approved as to Content:

Department of Parks and Recreation

Approved as to Risk Management:

Risk Management Administrator

CITY OF VIRGINIA BEACH:

City Manager/Authorized Designee

Approved as to Legal Sufficiency:

Office of City Attorney

*Form revised 01/05/2021