

YOUTH@WORK/SUMMER YOUTH ENRICHMENT PROGRAM
MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“Agreement”) is made this ___ day of _____, 2022 (the “Effective Date”) by and between Prince George’s County, Maryland, a body corporate and politic (the “**County**”) on behalf of the Office of Human Resources Management (“**OHRM**”) and the City of Hyattsville (“**Partner**”).

RECITALS

WHEREAS, the purpose of this Agreement is to provide for a summer work experience for eligible youths participating in the County’s Youth@Work/Summer Youth Enrichment Program (the “**Program**”);

WHEREAS, the County is seeking non-profit organizations to employ eligible Youth Employees in an effort to provide them with a meaningful and rewarding experience in the Program;

WHEREAS, Partner is such an organization with which the County has agreed to participate as an employer under the Program;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1) Definitions: Capitalized terms used herein shall have the meanings specified in this Definitions Section set forth immediately below, unless otherwise specifically defined in this Agreement. With respect to all terms used herein, the singular shall include the plural and the masculine gender shall include the feminine and neuter, and vice versa, as context requires.
 - a) “Partner Handbook” means the SYEP Partner Handbook, as amended from time to time.
 - b) “Worksite” shall mean the physical or virtual location to which the Youth Employee has been assigned.
 - c) “Worksite Supervisor” shall mean the personnel designated by Partner to provide continuous on-site supervision and direction to Youth Employees at the Partner’s Worksite(s).
 - d) “Youth Employee(s)” means an eligible youth referred by the County and participating in the Program.
- 2) Youth@Work/SYEP Program Dates: Each summer, the County shall notify the Partner regarding:
 - a) The date the Program will begin.
 - b) The date the Program will end.
 - c) The dates the County will provide Worksite Supervisor training.

MEMORANDUM OF UNDERSTANDING

- d) The County will notify the Partner if there are any changes to these dates.
- 3) Partner Responsibilities:
- a) Partner agrees to act as a host Worksite and provide a summer work experience to Youth Employees as referred by the County.
 - b) Referral to Partner shall be based upon the following factors:
 - (1) The duties described in the job offerings submitted by Partner.
 - (2) The Youth Employee's career interests.
 - (3) The geographic location of the Worksite and the Youth Employee's ability to get to the job.
 - c) Partner agrees to supervise Youth Employees assigned to their organization.
 - d) Partner shall assign Youth Employees to job sites located within Partner's organization.
 - e) Partner shall ensure that Worksites are safe and sanitary, in accordance with state and federal laws pertaining to job and health safety. Partner shall further ensure that any employee or volunteer that will have direct contact with Youth Employees has not been precluded by law from interacting and/or communicating with minors.
 - f) Partner shall provide a copy of sections of personnel policies pertaining to workplace disturbances and sexual harassment to the County.
 - g) Partner shall not discriminate against any Youth Employee because of race, religion, color, sex, national origin, age (except as required by the State of Maryland or federal law), occupation, familial status, marital status, political opinion, personal appearance, sexual orientation, or physical or mental handicap. Partner shall take affirmative action to ensure that Youth Employees are treated during employment without regard to any of the aforementioned categories.
 - h) Partner shall immediately inform the County and submit an incident report form, which is in the Partner Handbook, should an accident, injury, or other incident occur at the Worksite involving a Youth Employee in the Program. In addition, Partner shall notify the County of any problem concerning a Youth Employee's performance or conduct at a Worksite.
 - i) Partner shall submit the Youth Employee's time worked on a weekly basis to the County and adhere to payroll guidelines in accordance to the procedure set forth in the Partner Handbook.
 - i) Partner shall ensure Youth Employees do not work in excess of the established hours indicated below:

MEMORANDUM OF UNDERSTANDING

<u>Age Range</u>	<u>Hours Per Week</u>
14-15	24
16-17	32
18-22	40

- ii) Partner may not assign or request Youth Employees to work overtime or on federal holidays.
- iii) Youth Employees shall not be paid for absences or federal holidays during their participation in the Program.
- iv) Partner shall not change or reschedule Youth Employee's work hours without prior written approval from the County.
- j) Partner agrees to complete a questionnaire regarding its past practices, staff composition, and current capabilities to manage inherent liability risks associated with providing youth employment opportunities as intended under this Agreement. Upon review of information provided by the Partner in response to the County's questionnaire, the County reserves the sole discretion to determine whether Youth Employees will be assigned to any Partner.
- k) Partner shall develop and maintain a written position description for each position offered in connection with the Program.
 - i) Partner shall ensure work assignments are age appropriate.
 - ii) The position description shall include at a minimum the following information:
 - (1) Educational Requirements;
 - (2) Experience Requirements;
 - (3) Licensing/certification required;
 - (4) Description of duties and responsibilities;
 - (5) Hours of work;
 - (6) Supervisor;
 - (7) Performance evaluation criteria.
 - iii) Partner shall not make material changes to Youth Employee's job duties, Worksite Supervisor, or location without prior written approval from the County.

MEMORANDUM OF UNDERSTANDING

- l) Partner shall send Worksite Supervisor(s) to training and any additional meetings scheduled by the County prior to the start of the Program, or as necessary.
 - i) Partner shall provide Worksite Supervisor(s) a copy of the Partner Handbook and ensure that Worksite Supervisor(s) abide by all policies and procedures set forth in the Partner Handbook.
 - ii) Partner shall provide Worksite Supervisor(s) with a copy of the job description to assure the Worksite Supervisor(s) is knowledgeable regarding the duties to be assigned to the Youth Employee.
 - m) Partner agrees to comply with all applicable federal, state and local employment laws, rules and regulations, including but not limited to child labor laws.
 - n) Partner shall allow representatives from the County to visit Worksites for the purpose of monitoring the Program, case management, and data collection, including taking photographs of Youth Employees in work related activities. The County will give advance notice to the Partner before conducting a site visit.
 - o) Partner agrees to fully cooperate in any workplace investigation that the County is required to commence involving a Youth Employee.
 - p) Partner shall maintain the records and files, including, but not limited to time sheets, attendance records, position descriptions, and Worksite assignments for a minimum of four (4) years and shall make them available to the County upon request.
 - q) Partner shall complete and submit a final Program report, which will be provided by the County. The final report will be due fifteen (15) days after completion of the Program.
- 4) County Responsibilities:
- a) The County will use its best effort to refer all Youth Employees to Partner no later than May 31st of each year.
 - b) The County shall assign OHRM staff who will case manage the Youth Employees and/or address issues identified by Worksite Supervisor(s). The County shall serve as employer of record.
 - i) The County shall pay Youth Employees through the County's payroll system and provide workers' compensation for all youth assigned to Partner.
 - ii) The County will inform Youth Employees that they will not be paid for absences from work or on federal holidays.
 - c) The County shall provide Partner with the Partner Handbook and all necessary forms and reports as required by the Program.
- 5) Term: This Agreement shall commence as of the Effective Date and shall continue in effect through October 31, 2026. This Agreement may be renewed upon written mutual agreement

MEMORANDUM OF UNDERSTANDING

of the parties. The continuation of this Agreement beyond the end of the fiscal year in which it is executed, and any subsequent fiscal years during which this Agreement is in effect, shall be contingent upon the availability of funding for the applicable fiscal year.

6) Termination for Convenience:

- a) The performance of work under this Agreement, in whole or in part, may be terminated by either party upon fifteen (15) days prior written notice, or such time as mutually agreeable to the parties.
- b) The County may transfer or terminate Youth Employees at any time and shall make best efforts to provide notice to the Partner.
- c) The County may terminate this Agreement upon twenty-four (24) hours written notice to the Partner in the event that funding for this Program is terminated.

7) Termination for Default: If Partner fails to fulfill its obligations under this Agreement properly and on time, or otherwise violates any provision of this Agreement, the County may terminate this Agreement by providing written notice to the Partner. The written notice shall specify the acts or omissions relied on as cause for termination.

8) Notices: All notices, requests, reports, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given: (i) immediately upon receipt if hand-delivered in accordance with the notice provisions of this Agreement; (ii) on the day after delivery to a nationally recognized overnight courier service, or (iii) on the fifth day after mailing, if mailed to the party to whom such notice is to be given, by registered or certified U.S. mail, return receipt requested, and, in all cases, if prepaid and properly addressed as follows:

To County:

Director
Office of Human Resources Management
1400 McCormick Drive
Suite 159
Largo, Maryland 20774

With Copies to:

County Attorney
Office of Law, Room 4100
1301 McCormick Drive
Largo, Maryland 20774

To City of Hyattsville:

Tracey Douglas, City Administrator
4310 Gallatin Street
Hyattsville, MD 20781

9) Insurance: The parties, pursuant to applicable federal, state, and local law, may self-insure or self-assume, in any amount(s), any contracted liability arising under this Agreement, under a

MEMORANDUM OF UNDERSTANDING

funded program or self-insurance, which will respond to liability of the party imposed by and in accordance with the procedures established by the applicable Torts Claims Act.

- 10) Indemnification: Subject to any limitations imposed by law, the parties agree that each party shall be responsible for its own actions and omissions, pursuant to the performance of this Agreement, and neither party shall hold the other liable with respect to any matter not arising from the other party's actions or omissions. Furthermore, the liability of the parties shall be governed by the terms and provisions of the applicable Tort Claims Acts and relating provisions.
- 11) No Waivers: No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
- 12) Non-Assignability: This Agreement shall be deemed personal to the parties hereto and shall not be assigned, delegated or subcontracted without the prior written consent of the County.
- 13) Status of Parties: The relationship of the parties to this Agreement is one of independent Partners and no partnership or joint venture is intended to be created. No party shall represent itself as the agent or employee of any other party.
- 14) Compliance with Law: The Partner shall comply with all applicable laws, orders and codes of the federal, state and local governments as they pertain to this Agreement.
- 15) Findings Confidential: Unless otherwise required by law, all of the reports, information, data, materials, etc., prepared or assembled under this Agreement are owned by the County, confidential, and the same shall not be made available to any individual or organization without the prior written approval of the County.
- 16) Governing Law\Venue\Severability: This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of Prince George's County and the State of Maryland, without regard to its conflicts of law principles. Any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of, or in connection with, this Agreement shall be brought in any federal or state court located in the County, and each of the parties hereby consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum.
- 17) Construction: This Agreement shall not be construed against the party preparing it but shall be construed as if the parties jointly prepared it and any uncertainty or ambiguity shall not be interpreted against any party. If any term or other provision herein is found to be unenforceable, invalid or illegal, such term or provision shall be deemed deleted from this Agreement, and the remainder of this Agreement shall not be affected or impaired thereby.

MEMORANDUM OF UNDERSTANDING

- 18) Authority: Each party represents and warrants that it is fully authorized to enter into the terms and conditions of, and to execute and be bound by, this Agreement. The parties agree to use their best efforts promptly to execute and to effectuate the terms provided for herein. In addition, each person whose signature appears hereon warrants and guarantees that he/she has been duly authorized and has full authority to execute this Agreement.
- 19) Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
- 20) Recitals: The Recitals are expressly incorporated herein by reference.
- 21) Entire Agreement: This Agreement incorporates the entire understanding of the parties hereto and supersedes any and all prior agreements or understandings (written or oral) relating to the subject matter hereof. This Agreement can only be modified in a writing signed by duly authorized representatives of both parties hereto.
- 22) Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

[SIGNATURE PAGE FOLLOWS]

MEMORANDUM OF UNDERSTANDING

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed on the Effective Date first indicated above.

CITY OF HYATTSVILLE

By: _____
Tracey Douglas
City Administrator

**PRINCE GEORGE’S COUNTY,
MARYLAND**

By: _____
Jared M. McCarthy
Deputy Chief Administrative Officer for
Government Operations