

VENDOR AGREEMENT

AGREEMENT NO. 2020 – 2023 Vendor - DWG – 409001

BETWEEN

CAREERSOUCÉ BROWARD

AND

WATERFIELD FLORIDA STAFFING, LLC DBA ACTION LABOR

FOR

DISASTER RELATED

TEMPORARY STAFFING SERVICES

DUNS #	099820878
FEDERAL AWARD IDENTIFICATION # (FAIN)	
FEDERAL AWARD DATE	
TOTAL FEDERAL AWARD	
FEDERAL AWARDDING AGENCY	
CFDA NUMBERS	
PASS THROUGH ENTITY	FL. Dept. Economic Opportunity
CONTRACTING OFFICER	Mason C. Jackson, President/CEO
CONTACT INFORMATION	CareerSource Broward 2890 W. Cypress Creek Road Ft. Lauderdale, FL 33309

Pursuant to the Steven's Amendment in the Consolidated Appropriations Act of 2018, Pub. L. No. 115- 141, 132 Stat. 348, div. H, Title V, Sec. 505 (Mar. 23, 2018)

This project is 100% financed by national disaster workforce grants. Federal funds. The dollar amount will be determined by the total number of temporary worker hires.

This is not an agreement for Research and Development

AGREEMENT NO. 2020 – 2023 Vendor-DWG-409003

This Agreement dated April 13, 2020 between CareerSource Broward ("CSBD"), located at, 2890 W. Cypress Creek Road, Fort Lauderdale, FL 33309 and WATERFIELD FLORIDA STAFFING, LLC DBA ACTION LABOR, hereinafter referred to as "Contractor," with offices at 624 Nottingham Blvd., West Palm Beach, FL 33405.

WITNESSTH THAT

WHEREAS CSBD issued a Request for Proposals for Staffing Services on September 17, 2019; and

WHEREAS Contractor responded to the Request for Proposals; and

WHEREAS, at their meeting on February 27th, 2020, the CSBD governing boards approved an award of a contract to Contractor to provide disaster related staffing services to be funded under the Workforce Innovation and Opportunity Act of 2014; (WIOA 29 U.S.C. Sec. 3101, et. seq. Public Law 113-128);

NOW THEREFORE, in consideration of the premises and the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto agree as follows:

I. Contractor's Duties and Responsibilities

Contractor will serve as the employer of record for participants employed in temporary jobs including work experience identified by CSBD and referred to Contractor to place into worksites developed by CSBD. Contractor shall:

A. Refer and place participants at worksites with the entities approved by CSBD.

1. Contractor shall develop a referral form which shall be shared with the worksite and which shall be given to each worker.
2. The referral form shall indicate the worksite name, location, days and hours of work.
3. Contractor shall inform worksites not to accept any temporary worker who does not present the agreed upon referral form.

B. Conduct background checks including but not limited to FDLE Criminal background checks, reference checks, education verification, motor vehicle history checks and drug screenings of all individuals assigned to the disaster relief jobs as required by the job site. Contractor shall require all applicants for

temporary staff positions to provide I-9 verification to assure that such person is not an unauthorized alien as defined in 274A (e) of the Immigration and Nationality Act (8 USC 1324(a).

- C. Maintain paperwork as required by CSBD which shall include participant/temporary worker original signed Standardized CSBD Time Sheets, and all related paperwork connected with the individual's hire.
- D. Coordinate the work schedules, consistent with the Job Order approved by CSBD, and direct and control the performance of the temporary staff.
- E. Be responsible for payment of wages and all statutory payroll taxes; provide unemployment insurance and workers' compensation benefits, and handle unemployment and workers' compensation claims involving the temporary workers.
- F. Pay all temporary worker wages through automatic deposit in the bank of the employee's choice, check or through a payroll bank debit and ATM card ("pay card"). Contractor shall not pay any temporary worker with cash.
- G. Assure no temporary staff assignment exceeds the duration of the assignment as approved by CSBD in the temporary worker referral form/job order.
- H. Shall not authorize any overtime and shall inform participants and the worksite when making the referral that overtime is prohibited.
- I. Shall assure participant compensation meets the following conditions:
  - 1. Participant/temporary workers' compensation shall be at the hourly rate identified on the CSBD referral form/job order, for that position, and in accordance with grant guidelines.
  - 2. Participant/temporary worker pay reimbursement requests may not include overtime pay. Contractor shall notify the host worksite employer that no participant may work overtime. Any wages associated with overtime shall be paid by Contractor, and shall not be charged to CSBD and shall not be reimbursed by CSBD.
  - 3. Participant/temporary worker time sheets shall be examined by Contractor to assure the required signatures are original, and that the participant/temporary worker signature matches the participant signature on file with Contractor prior to authorizing the payment of the participant/temporary worker's wage payment.

- J. Shall assure:
1. Health and safety standards established under Federal and State law otherwise applicable, to working conditions of employees, in similar positions or with similar duties, are being maintained.
  2. That Contractor is providing workers' compensation coverage to all participants.
  3. Compliance with the Occupational Safety and Health Act of 1970 to assure safe working conditions for all temporary job participants.
  4. Contractor shall ensure that temporary job participants receive appropriate safety training as required below.
- K. Assure participants are not working on private property unless agreed to in writing by CSBD.
- L. Make books and records related to this contract accessible to CSBD in Broward County so that CSBD can monitor time worked by temporary staff, their wages, payroll, required withholdings and other benefit payments as appropriate.
- M. Assure that only the standardized uniform approved CSBD Time Sheet is used by all participants, for whom, wage reimbursement and the management fee is requested.
- N. Assure that hours recorded as, "worked" on the CSBD Time Sheet, matches or is less than the hours authorized, on the referral form/job order. Hours worked per "pay period" in excess of those authorized by CSBD or which extend beyond the period authorized on the referral form/job order shall not be reimbursed nor shall the management fee be paid for those hours, and payment of the wages shall be the responsibility of Contractor.
- O. Provide CSBD with wage reports, benefit reports, application for employment forms, including supporting or related documentation created or received by Contractor and related to any term and condition of this agreement. These shall be submitted to CSBD along with the Contractor's invoice. CSBD shall maintain the records as these are public records, within the meaning and intent of chapter 119, Florida Statutes, and shall be subject to public inspection in accordance with chapter 119, Fla. State.
- P. Obtain and maintain insurance coverage as required in this Agreement.

- Q. Coordinate with CSBD to disseminate information to temporary workers regarding program guidelines as applicable.
- R. Assure the temporary workers complete an application for employment form, which at a minimum shall include the name, address and social security number of individuals hired, a copy of which shall be provided to CSBD along with the first wage reimbursement request for that individual.
- S. Assess each individual to determine the appropriateness of a referral to a temporary job, which shall be based upon the skills needed for the job and the person's background and experience.
- T. Provide appropriate Safety Training, in accordance with OSHA guidelines, to all participant/workers who will be assigned to physical type of activities or activities for which OSHA training is required, prior to assigning the individual to a worksite.
- U. Comply with the Assurances and Certifications attached to this Agreement as **Exhibit B** which is hereby incorporated into this Agreement with the same force and effect as if fully set forth herein.

## II. Nature of Relationship

- A. The services that Contractor will render to CSBD under this Agreement shall be as an independent contractor. Nothing contained in this Agreement shall be construed to create the relationship of principal and agent, or employer and employee, between Contractor and CSBD. Neither party shall have authority to make purchases, incur expenses or incur any obligation on behalf of the other party, beyond what is specifically provided in this Agreement.
- B. The temporary workers shall be the sole and exclusive employees of Contractor. During the term of this Agreement, all temporary workers will receive wages only from Contractor and Contractor will issue an IRS Form W-2 to each temporary employee for wages earned during the calendar year (or part hereof) for work performed as a result of this Agreement
- C. CSBD shall have the right to request the removal and/or termination of assignment of any temporary worker for cause or for any lawful reason and Contractor shall comply with any such request and shall replace the temporary worker if the temporary job is still open, at the earliest practical time.

## III. Compensation

- A. CSBD agrees to pay Contractor, in accordance with Schedule A.

- B. CSBD has developed an Invoice Checklist. Contractor shall complete the invoice checklist and shall affix it to each invoice package. Invoice packages which do not include the Invoice Checklist shall be considered a "partial invoice" and shall not be paid and shall be returned to Contractor for completion.
- C. Contractor shall be responsible for payment of the temporary worker participants' wages. Contractor shall not be reimbursed for any unauthorized hours worked by a temporary worker participant.
- D. Payment to Contractor shall be made on a reimbursement basis.
  - 1. Contractor's invoices shall include supporting documentation consisting of all of the following:
    - a. The Invoice Checklist
    - b. The payroll register detailing the benefits and withholding as well as the cost of all participant/temporary workers' wages.
    - c. Individual participant/temporary worker paystub, or ACH or Direct Deposit Detail.
    - d. The CSBD Standardized Time Sheet detailing the individual participant/temporary worker's name, worksite, last four digits of the participants' social security number, hourly rate, assigned work schedule and actual days and hours worked. The time sheets shall have the original signatures of the supervisor and participant/temporary worker.
      - i. Participant/temporary workers may not be assigned or serve as a supervisor for purposes of certification of time sheets.
      - ii. Time sheets must be completed concurrent with time actually worked during the pay period.
  - 2. Contractor shall submit invoices to CSBD bi-weekly and CSBD shall pay all invoices within 30 days of the invoice date:
    - a. To be reimbursed, no portion of the invoice may be disputed. If a portion of any invoice is disputed, CSBD will notify Contractor of such dispute within ten (10) business days of receipt of the Invoice.
    - b. CSBD shall not reimburse partial or disputed invoices until the invoice issues are resolved.

#### IV. Confidential Information

- A. Both parties have received or will receive information that is proprietary to or confidential to the other party or its affiliated companies or agencies. In addition, CSBD may have access to personal and confidential information (such as Social Security numbers) for temporary staff provided to CSBD by Contractor. Both parties agree to hold all such information and the terms of this Agreement, in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law.
- B. In accordance with state requirements Contractor shall require staff with access to protected information as determined by the state or federal government to sign a confidentiality agreement related to information which they will be able to access. This shall be done upon hire. Contractor agrees to immediately terminate any individual refusing to sign the confidentiality agreement required by the state or federal governments.

#### V. Cooperation

The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve temporary staff. Contractor agrees to cooperate with and provide such information as may be requested by CSBD for purposes of filing reports required by the State of Florida or the CSBD Governing Boards or the United States Department of Labor or the Department of Health and Human Services.

#### VI. Equal Employment Opportunity

The Parties shall comply with the prohibitions against discrimination including but not limited to the prohibitions stated in the following, the Age Discrimination Act of 1975, section 504 of the Rehabilitation Act, Title IX of the Education Amendments of 1972, and Title VI of the Civil Rights Act of 1964 with respect to the performance of their obligations under this Agreement, and shall comply with the physical and programmatic accessibility and reasonable accommodations requirements of section 504 of the Vocational Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990 as amended. The Parties shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, national origin, marital status, political affiliation, or physical or mental disability.

## VII. Liability

CSBD is a state agency or subdivision as defined in Chapter 768.28, Florida Statutes, and agrees to be fully responsible for acts and omissions of its officers, agents, and employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by CSBD to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

## VIII. Indemnification and Limitation of Liability

Contractor shall at all times hereafter indemnify, hold harmless and, at CSBD's option, defend or pay for an attorney selected by the CSBD to defend CSBD, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney's fees, court costs, and expenses, caused by a negligent act or omission of Contractor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by CSBD any sums due Contractor under this Agreement may be retained by CSBD until all of CSBD's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to special fees, markups or interest payments on the part of CSBD.

## IX. Insurance

- A. Contractor agrees to maintain the insurance required by this Agreement in full force and effect throughout the term of the Agreement. Contractor will provide CSBD Certificates of Insurance, including all endorsements required herein and to keep such certificates current during the entire term of this Agreement. If the proposer fails to maintain insurance as specified in paragraph 20 of this Agreement, CSBD may terminate this Agreement upon twenty-four (24) hours written notice, in accordance with this Agreement.
- B. All insurance policies required by this Agreement shall declare any deductible or self-insured retention (SIR) in an amount in excess of \$25,000, which deductible shall be subject to approval by the CSBD. Contractor shall be solely responsible for reimbursement of any deductible to the insurer.



- C. The policy or policies of insurance required by this Agreement must be issued by an insurer licensed to do business in the State of Florida. If the carrier is a non-admitted carrier in the State of Florida, CSBD retains the right to approve or reject the carrier after a review of the company's performance and financial ratings. The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as applicable to this project as set forth below:

Coverage	Minimum Limits
Commercial General Liability to include \$1,000,000 combined single Broad Form Property Damage Endorsement: limit per occurrence. and Contractual Liability	\$2,000,000 Aggregate
Workers' Compensation	Statutory
Coverage	Minimum Limits
Employer Practices Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000
Fidelity /Crime/Honesty Bond	\$2,000,000

- D. CSBD shall retain the right at any time to review the coverage, form and amount of the insurance required hereby (as described above). If, in the opinion of CSBD, the insurance provisions in this Agreement do not provide adequate protection for CSBD, CSBD may, by providing Contractor at least sixty (60) days written notice, require Contractor to obtain insurance sufficient in coverage, form and amount to provide adequate protection. CSBD requirements shall be reasonable and shall be designed to assure protection from and against the kind and extent of risks which actually exist at the time a change in insurance is required. In event CSBD should change its insurance requirements as provided in this paragraph and Contractor shall secure different or additional insurance, the additional cost directly associated with meeting CSBD's new insurance requirements, if any, shall be charged to and paid by CSBD. Each insurance policy required by this Agreement shall be endorsed to provide for the following:

1. Insurance shall not be changed, canceled, limited in scope of coverage or non-renewed until after 30 days written notice has been given to CSBD. If a 30-day notice of cancellation endorsement is not received, the cancellation clause must include language as follows:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED.

2. With respect to the operations of the named insured performed on behalf of CSBD, CSBD will be added as an additional insured except for Workers' Compensation. (Endorsement must be attached to Certificate of Insurance).
3. It is agreed that any insurance maintained by CSBD will apply in excess of, and not contribute with the insurance provided under this contract.
4. Contractor agrees to maintain Professional Liability Insurance as appropriate, for a period of two years following completion of this Agreement.

#### X. Term of the Agreement

- A. The term of this Contract shall be three years, beginning on the date the contract is executed and terminating on June 30, 2023.
- B. This Contract may be renewed for an additional three year period. Renewal will be at the option of both parties This Agreement may be terminated for the convenience of either party by providing the other party at least ninety (90) days advance notice in writing, except that, if a party becomes bankrupt or insolvent, discontinues operations, or fails to make any payments as required by the Contract, either party may terminate the Contract upon twenty-four (24) hours written notice.
- C. CSBD, reserves unto itself the right to unilaterally de-obligate, or if necessary, to suspend or terminate this Agreement or any amendment hereto instantaneously and as may be necessitated by CSBD's funding levels. Any de-obligation, modification or amendment shall be effective upon notification to the Contractor by CSBD. CSBD shall provide Contractor thirty (30) days' notice or in the event CSBD receives less than thirty (30) days' notice CSBD shall provide such notice as CSBD receives from its funding sources. In such instances, costs will be reimbursed up to the date of cancellation only; thereafter neither CSBD nor Contractor shall have any obligation whatsoever to complete or otherwise continue the Contract.

#### XI. Miscellaneous

- A. The provisions of this Agreement, which by their terms extend beyond the termination or non-renewal of this Agreement will remain effective after termination or non-renewal.
- B. This Agreement and the exhibits attached to it contain the entire understanding between the parties and no provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties. The following are the Exhibits to this Agreement:

EXHIBIT A	The Payment Schedule
EXHIBIT B	The Assurances And Certifications
EXHIBIT C	Debarment and Suspension Certification
EXHIBIT D	Anti-Smoking Certification
EXHIBIT E	Drug Free Work Place Certification
EXHIBIT F	Disclosure of Lobbying Activities
EXHIBIT G	Lobbying Certification
EXHIBIT H	Disaster Relief Worksite Agreement

- C. Each provision of this Agreement will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law (or may not be given full effect because of such law), no other provision that can operate without the conflicting provision or clause will be affected.
- D. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns. Neither CSBD nor Contractor may subcontract transfer or assign this Agreement without the other party's written consent
- E. In the discharge of Contractor's duties, Contractor agrees to adhere to all federal and state equal employment opportunity laws as applicable.
- F. All powers not explicitly vested in the Contractor by this Agreement will remain with CSBD.
- G. By execution of this Contract, Contractor represents that it has not been placed on the discriminatory vendor list (as provided in Section 287.134, Florida Statutes) and certifies that they have not been placed on the Federal Debarment and Suspension List. CSBD hereby materially relies on such representation in entering into this Agreement An untrue representation of the foregoing shall entitle CSBD to terminate this Agreement and recover from Contractor all monies paid by CSBD pursuant to this Agreement, and may result in debarment from CSBD's competitive procurement activities.
- H. The failure of a party to enforce the provisions of this Agreement will not be a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement

- I. Any notice or other communication will be deemed to be properly given only when sent via the U.S. Postal Service or a nationally recognized courier, addressed as shown on the first page of this Agreement
- J. Neither party will be responsible for failure or delay in performance of this Agreement if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the nonperforming party.
- K. To the extent this contract is funded in excess of one hundred thousand dollars (\$100,000.00) of funds made available from the federal government the provider shall comply with all applicable standards, orders, or regulations issued under section 306 of the Clean Air Act, as amended (42 USC 1857(h) et seq.), section 508 of the Clean Water Act, as amended (33 USC 1368 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40CFR Part 15), and the Energy Policy and Conservation Act of 1988 as amended. (Pub. L. 94-163, 89 Stat. 871).[53 FR 8079, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].
- L. Contractor certifies that it is in compliance with the Drug Free Workplace Act of 1988 and all state and federal implementing regulations.
- M. Contractor warrants that it is licensed to do business in the State of Florida as a Florida corporation and has duly filed all appropriate documents with the State of Florida and is licensed to do business in the County in Florida in which Contractor offices are located.
- N. In general Contractor shall keep copies of all records, accounts, and documents pertaining to the operation of this Agreement or any amendment hereto for not less than five (5) years following the expiration of this Agreement. However, if any audit, claim, litigation, negotiation or other action involving this Agreement or amendment hereto has been started before the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later.
- O. Third Party Beneficiaries. Neither CSBD nor Contractor 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 shall be entitled to assert a right or claim against either of them based upon this Agreement.
- P. Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either Party.

- Q. Contractor warrants that he has not employed any person to solicit or secure this agreement through any agreement for a commission, percentage, brokerage, or contingent fee. Contractor agrees and understands that no officer, employee or agent of the Contractor shall tender, or solicit gratuities, favors or anything of monetary value from any actual or potential sub-contractor or employer or from any staff person or elected official connected with CSBD or its governing boards. Breach of this warranty shall give CSBD the right to terminate this Agreement, or, at its discretion to deduct from the Contractor's fee the amount of such commission percentage, brokerage, or contingent fee.
- R. Contractor warrants that no member of, or delegate to the Congress of the United States or Resident Commissioner, or CSBD Official or Employee shall be admitted to any share or part of this Agreement or to any benefit that may arise there from.
- S. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Agreement shall be in Broward County, Florida.
- T. Public Entities Crime
1. The Parties represent that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to CSBD or Contractor, may not submit a bid on a contract with CSBD or Contractor for the construction or repair of a public building or public work, may not submit bids on leases of real property to CSBD or Contractor, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CSBD or Contractor, and may not transact any business with CSBD or Contractor in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of any monies paid by CSBD pursuant to this Agreement, and may result in debarment from CSBD's and Contractor's competitive procurement activities.
  2. In addition to the foregoing, the Parties further represent that there has been no determination, based on an audit, that either party has committed an act defined by Section 287.133, Florida Statutes, as a public entity crime and that the Parties have not been formally charged with committing an act defined as a public entity crime regardless of the amount of money involved or whether Contractor or CSBD have been placed on the convicted vendor list.

U. This Agreement constitutes the entire agreement between the parties.

V. Amendments

1. Any amendment of this Agreement must refer to this Agreement and be attached hereto and made a part of the contract file(s), documents and papers. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the CSBD and Contractor.
2. Either party may, before or during the conduct of services, request changes in the scope of services to be performed under this contract. Such changes, including any increase or decrease in the services to be rendered or in the amount of Contractor's compensation, which are mutually agreed upon, shall be in writing and shall be incorporated by written amendments into this agreement.

W. Execution

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

EXECUTION PAGE

IN WITNESS THEREOF, the parties hereto have made and executed this document on the respective dates under each signature: WATERFIELD FLORIDA STAFFING, LLC DBA ACTION LABOR through its Executive (Board, Commission, Executive, as applicable) signing by and through its CEO (Title of Signatory) following Executive (Board or other authorizing entity) action on the 17 day of April, 2020, and CareerSource Broward signing by and through its President/CEO, following Board Action on the 27th day of February, 2020.

AS TO: CAREERSOURCE BROWARD:

ATTEST:

Amy Winer

Moya Brathwaite

BY: Mason C Jackson Jr.  
(Signature)

Mason Jackson  
TITLE: President / CEO  
DATE: 04-24-2020

AS TO: WATERFIELD FLORIDA STAFFING, LLC DBA ACTION LABOR

ATTEST:

Paul Chase

BY: Paul Chase  
(Signature)

PAUL Chase  
Printed Name  
TITLE: 4/17/19 CEO  
DATE: 4/17/19 CEO

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

BY: Rochelle J. Daniels  
Rochelle J. Daniels  
General Counsel

**EXHIBIT A**  
**MANAGEMENT FEE**

CSBD shall pay Contractor a management fee based on a percentage of the total cost of the employees' wages and benefits as described in the chart(s) below. The management fee per employee shall be dependent upon the employee's O\*Net Code classification as listed in Exhibit A. The total management fee to be charged to CSBD per temporary employee is inclusive of the burden which consists of: Unemployment Insurance, Federal Insurance Contributions Act (FICA), Medicare, Workers' Compensation, required background checks, drug testing and the management fee.

**BURDEN + MANAGEMENT FEE**

<b>O*NET Code: 11301100</b>	<b>Job Title: Administrative Services Manager</b>
Workers Compensation Code	8810
Taxes+ Insurance+ Benefits + Management Fee = Burden + Management Fee	Burden 1.09 + Management Fee over direct costs .30 = 1.39
Management Fee (Employee hourly pay times this rate) this is the billing rate.	1.39

<b>O*NET Code: 13119904</b>	<b>Job Title: Business Continuity Planners</b>
Workers Compensation Code	8810
Taxes+ Insurance+ Benefits + Management Fee = Burden + Management Fee	Burden 1.09 + Management Fee over direct costs 0.30 = 1.39
Management Fee (Employee hourly pay times this rate) this is the billing rate.	1.39

<b>O*NET Code: 21109300</b>	<b>Job Title: Social and Human Service Assistants</b>
Workers Compensation Code	8810
Taxes+ Insurance+ Benefits + Management Fee = Burden + Management Fee	Burden 1.09 + Management Fee over direct costs 0.30 = 1.39
Management Fee (Employee hourly pay times this rate) this is the billing rate.	1.39



<b>O*NET Code: 37301900</b>	<b>Job Title: Grounds Maintenance Workers, All Other</b>
Workers Compensation Code	5613
Taxes+ Insurance+ Benefits + Management Fee = Burden + Management Fee	Burden 1.23 + Management Fee over direct costs 0.35 = 1.57
Management Fee (Employee hourly pay times this rate) this is the billing rate.	1.57

<b>O*NET Code: 43405100</b>	<b>Job Title: Customer Service Representatives</b>
Workers Compensation Code:	8810
Taxes+ Insurance+ Benefits + Management Fee = Burden + Management Fee	Burden 1.09 + Management Fee over direct costs 0.30 = 1.39
Management Fee (Employee hourly pay times this rate) this is the billing rate	1.39

<b>O*NET Code: 43601100</b>	<b>Job Title: Secretaries and Administrative Assistants</b>
Workers Compensation Code	8810
Taxes+ Insurance+ Benefits + Management Fee = Burden + Management Fee	Burden 1.09 + Management Fee over direct costs 0.30 = 1.39
Management Fee (Employee hourly pay times this rate) this is the billing rate.	1.39

<b>O*NET Code: 47101100</b>	<b>Job Title: First-Line Supervisors of Construction Trades and Extraction Workers</b>
Workers Compensation Code	5606
Taxes+ Insurance+ Benefits + Management Fee = Burden + Management Fee	Burden 1.10 + Management Fee over direct costs 0.40 = 1.50
Management Fee (Employee hourly pay times this rate) this is the billing rate.	1.50

<b>O*NET Code: 47203102</b>	<b>Job Title: Rough Carpenters</b>
Workers Compensation Code	5403
Taxes+ Insurance+ Benefits + Management Fee = Burden + Management Fee	Burden 1.18 + Management Fee over direct costs 0.40 = 1.58
Management Fee (Employee hourly pay times this rate) this is the billing rate.	1.58

<b>O*NET Code: 47206100</b>	<b>Job Title: Construction Laborers</b>
Workers Compensation Code	5613
Taxes+ Insurance+ Benefits + Management Fee = Burden + Management Fee	Burden 1.23 + Management Fee over direct costs 0.37 = 1.60
Management Fee (Employee hourly pay times this rate) this is the billing rate.	1.60

<b>O*NET Code: None Provided</b>	<b>Job Title: Hurricane Recovery Labor</b>
Workers Compensation Code	5613
Taxes+ Insurance+ Benefits + Management Fee = Burden + Management Fee	Burden 1.23 + Management Fee over direct costs 0.37 = 1.60
Management Fee (Employee hourly pay times this rate) this is the billing rate.	1.60

<b>O*NET Code: 47301200</b>	<b>Job Title: Help-Carpenters</b>
Workers Compensation Code	5403
Taxes+ Insurance+ Benefits + Management Fee = Burden + Management Fee	Burden 1.18 + Management Fee over direct costs 0.37 = 1.55
Management Fee (Employee hourly pay times this rate) this is the billing rate.	1.55

<b>O*NET Code: 49907100</b>	<b>Job Title: General Maintenance and Repair Workers</b>
Workers Compensation Code	9014
Taxes+ Insurance+ Benefits + Management Fee = Burden + Management Fee	Burden 1.13 + Management Fee over direct costs 0.37 = 1.50
Management Fee (Employee hourly pay times this rate) this is the billing rate.	1.50

<b>O*NET Code: 49909800</b>	<b>Job Title: Helpers – Installation, Maintenance and Repair Workers</b>
Workers Compensation Code	9014
Taxes+ Insurance+ Benefits + Management Fee = Burden + Management Fee	Burden 1.13 + Management Fee over direct costs 0.37 = 1.50
Management Fee (Employee hourly pay times this rate) this is the billing rate.	1.50

<b>O*NET Code: 53102100</b>	<b>Job Title: First-Line Supervisors of Helpers, Laborers, and Material Movers, Hand</b>
Workers Compensation Code	5606
Taxes+ Insurance+ Benefits + Management Fee = Burden + Management Fee	Burden 1.10 + Management Fee over direct costs 0.40 = 1.50
Management Fee (Employee hourly pay times this rate) this is the billing rate.	1.50

<b>O*NET Code: 53303200</b>	<b>Job Title: Heavy and Tractor-Trailer Truck Drivers</b>
Workers Compensation Code	7219
Taxes+ Insurance+ Benefits + Management Fee = Burden + Management Fee	Burden 1.16 + Management Fee over direct costs 0.40 = 1.56
Management Fee (Employee hourly pay times this rate) this is the billing rate.	1.56

## **EXHIBIT B ASSURANCES AND CERTIFICATIONS**

By executing the foregoing contract, contractor also assures compliance with the following federal requirements:

a. Buy American Notice

Pursuant to PL 115-31, Division E, Title VI, Section 606, Contractor agrees that it will comply with sections 8301 through 8303 of title 41, United States Code (commonly known as the "Buy American Act").

b. Health Benefits Coverage for Contraceptives

Pursuant to PL 115-31, Division E, Title VII, Section 726, Contractor will not use any Federal funds to enter into or renew a contract which includes a provision providing drug coverage unless the contract includes a provision for contraceptive coverage. Exemptions to this requirement apply to contracts with 1) the religious plans of Personal Care's HMO and OSF Health Plans, Inc. and 2) any existing or future plan if the carrier for the plan objects to such coverage on the basis of religious beliefs.

In implementing this section, any plan that enters into or renews a contract may not subject any individual to discrimination on the basis that the individual refuses to prescribe or otherwise provide for contraceptives because such activities would be contrary to the individuals' religious beliefs or moral convictions. Nothing in this term shall be construed to require coverage of abortion or abortion related services.

c. Privacy Act

Pursuant to PL 115-31, Division E, Title VII, Section 732, no funds can be used in contravention of the 5 USC 552a (Privacy Act) or implementing regulations implementing of the Privacy Act

d. Prohibition on Contracting with Corporations with Felony Criminal Convictions

Pursuant to PL 115-31, Division E, Title VII, Section 746, Contractor may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months.

e. Prohibition on Contracting with Corporations with Unpaid Tax Liabilities

Pursuant to PL 115-31, Division E, Title VII, Section 745, the recipient may not knowingly enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

f. Prohibition on Procuring Goods Obtained Through Child Labor

Pursuant to PL 115-31, Division H, Title I, Section 103, no funds may be obligated or expended for the procurement of goods mined, produced, manufactured, or harvested or services rendered, in whole or in part, by forced or indentured child labor in industries and host countries identified by OOL prior to December 18, 2015. DOL has identified these goods and services here <http://www.dol.gov/ilab/reports/child-labor/list-of-products/index-country.htm>

g. Prohibition on Providing Federal Funds to ACORN

Pursuant to PL 115-31, Division H, Title V, Section 522, these funds may not be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations or successors.

h. Reporting of Waste, Fraud and Abuse

Pursuant to PL 115-31, Division E, Title VII, Section 743, no entity receiving federal funds may require employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

i. Requirement for Blocking Pornography

Pursuant to PL 115-31, Division H, Title V, Section 521, no Federal funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

j. Requirement to Provide Certain Information in Public Communications

Pursuant to PL 115-31, Division H, Title V, Section 505, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all non-Federal entities receiving Federal funds shall clearly state:

1. The percentage of the total costs of the program or project which will be financed with Federal money;
2. The dollar amount of Federal funds for the project or program; and
3. The percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources

The requirements of this part are separate from those in the 2 CFR 200 and, when appropriate, both must be complied with.

#### k. Restriction on Health Benefits Coverage for Abortions

Pursuant to PL. 115-31, Division H, Title V, Sections 506 and 507, Federal funds may not be expended for health benefits coverage that includes coverage of abortions, except when the abortion due to a pregnancy that is the result of rape or incest, or in the case where a woman suffers from a physical disorder, physical injury, including life-endangering physical conditions caused by or arising from the pregnancy itself that would, as certified by a physician, place the woman in danger of death unless an abortion is performed. This restriction does not prohibit any non-Federal entity from providing health benefits coverage for abortions when all funds for that specific benefit do not come from a Federal source. Additionally, no funds made available through this award may be provided to a State or local government if such government subjects any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.

#### l. Restriction on the Promotion of Drug Legalization

Pursuant to PL. 115-31, Division H, Title V, Section 509, no Federal funds shall be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal recognized executive-congressional communications or where the grant agreement provides for such use because there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance.

#### m. Restriction on Purchase of Sterile Needles or Syringes

Pursuant to PL. 115-31, Division H, Title V, Section 520, no Federal funds shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug.

#### n. Salary and Bonus Limitations

Pursuant to P L. 115-31, Division H, Title I, Section 105 no funds shall be used to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. The salary and bonus limitation does not apply to contractors (vendors) providing goods and services as defined in 2 CFR 200.330.

#### o. Coordination with Federal Agencies

Federal Emergency Management Agency (FEMA) - In accordance with WIOA Section 170 (d)(1)(A), funds made available for Disaster NDWGs "shall be used in coordination with FEMA, as applicable. As a result in order to ensure non-duplication and maintenance of effort, recipients of NDWG funding must coordinate the activities funded under this grant with those funded by and/or performed under the auspices of FEMA if FEMA has issued an appropriate declaration.

Other Federal Agencies -If another federal agency (outside of FEMA) with authority or jurisdiction over the federal response declares or otherwise recognizes an emergency or disaster that meets the definition at WIOA 170(A)(1)(B), NDWG funds made available for that

disaster must be used in coordination with that agency, as applicable in order to ensure non duplication and maintenance of effort.

The grantee must have in place a plan to recover WIOA funds which have been expended for activities or services for which other funds are available. This includes, but is not limited to FEMA, other federal agencies, public or private insurance, donated time and construction workers employed by private for profit firms where resources are available to provide for such employment.

p. Fish and Wildlife Service (FWS)

To ensure compliance with the National Environmental Policy Act (NEPA) and the Endangered Species Act (ESA) and to protect valuable habitats and endangered species, all disaster projects where participants will be entering or impacting natural areas must ensure that activities are not negatively affecting endangered species or their habitats. In accordance with NEPA and ESA Contractor agrees that for this NDWG projects they will either affirm to FWS that there are no endangered species or habitats within the project area, or will consult with FWS to mitigate negative impacts where there are endangered species or protected habitats before beginning any work in those areas. Contact may be made with a local FWS field office ([www.fvvs.Rov/officesl](http://www.fvvs.Rov/officesl)).

q. Architectural Barriers

Contractor shall comply with the Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq., as amended, the Property Management Regulations (see 41CFR102-76), and the Uniform Federal Accessibility Standards issued by GSA (see 36 CFR 1191, Appendixes C and D) which set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.

r. Drug-Free Workplace

Contractor shall comply with the Drug-Free Workplace Act of 1988, 41 U S C. 702 et seq., and 2 CFR 182 requiring that all organizations receiving grants from any Federal agency maintain a drug-free workplace.

s. Executive Orders

Contractor shall take note of the following Executive Orders and comply as appropriate:

12928: Pursuant to Executive Order 12928, the recipient is strongly encouraged to provide subcontracting/sub-granting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.

13043: Pursuant to Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, recipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

13166: As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, recipients must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it Affects Persons with Limited English Proficiency [05/29/2003] Volume 68, Number 103, Page 32289-32305. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Recipients are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>.

13513: Pursuant to Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, dated October 1, 2009, recipients and sub-recipients are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or GOV, or while driving POV when on official Government business or when performing any work for or on behalf of the Government. Recipients and sub-recipients are also encouraged to conduct initiatives of the type described in section 3(a) of this order.

t. Flood Insurance

The Flood Disaster Protection Act of 1973, as amended, 42 U S C. 4001 et seq., provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within 1 year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DOL support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.

u. Hotel-Motel Fire Safety

Pursuant to 15 U.S.C. 2225a, all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended) and as listed in the Hotel Motel National Master List at <https://apps.usfa.fema.eov/hotel/>

v. Prohibition on Trafficking in Persons

1) Trafficking in persons.

a. Provisions applicable to a private entity

1. Contractor's employees, may not

- i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- ii. Procure a commercial sex act during the period of time that the award is in effect; or



- iii. Use forced labor in the performance of this contract.
2. This Agreement may be unilaterally terminated this award, without penalty, if you or a sub-recipient that is a private entity
    - i. Is determined to have violated a prohibition in paragraph a. 1 of this award term: or
    - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a. 1 of this award term through conduct that is either
      - A. Associated with performance under this award; or
      - B. Imputed to you or the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that is provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension
  - b. Provision applicable to other than private entities. Any This Agreement may unilaterally terminated if Contractor
    1. Is determined to have violated an applicable prohibition in paragraph a. 1 of this award term; or
    2. Has an employee who is determined to have violated an applicable prohibition in paragraph a.1 of this paragraph through conduct that is either
      - i. Associated with performance under this award; or
      - ii. Imputed to Contractor using the standards and due process for imputing the conduct of an individual to an organization that is provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension.
  - c. Contractor agrees to inform CSBD immediately of any information received from any source alleging a violation of a prohibition in this sub section. The right to terminate unilaterally implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and is in addition to all other remedies for noncompliance that are available to us under this award.
  - d. Definitions: For purposes of this award term:
    1. "Employee" means either:
      - i. An individual employed by you who is engaged in the performance of the project or program under this award; or
      - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not

limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity": means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25. including a nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b), and a for-profit organization
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102)

aa. Veteran's Priority Provisions

Pursuant to The Jobs for Veterans Act (Public Law 107-288) Contractor shall enforce a priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by DOL 20 CFR part 1010. In circumstances where a grant recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans priority of service provisions require that the grant recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements (Ref. Training and Employment Guidance Letter (TEGL) No. 10-09

bb. Davis Bacon

Contractor shall comply as applicable with the provisions of the Davis-Bacon Act, as amended (40 U.S.C, 276a to 276a7

cc. Copeland 'Anti-Kickback" ft. ct (40 U.S.C. 3145)

Contractor shall comply with the Copeland Anti-Kickback Act (40 U.S.C. 276c and 18 U.S.C. 874,

dd. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 - 3708).

Contractor shall comply with the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction sub-agreements.

ee. Rights to Inventions Made Under a Contract or Agreement.

If the Federal award meets the definition of 'funding agreement" under 37 CFR §

401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties. assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

ff. Clean Air Act

Contractor shall comply with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

gg. Debarment and Suspension

Contractor certifies that they are not on the Federal Debarment and Suspension (Executive Orders 12549 and 12689)

hh. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract grant or any other award covered by 31 U.S.C. 1352.

ii. Hatch Act

Contractor will comply with the provisions of the Hatch Act (U.S.C. 1501-1508 and 7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

jj. Equal Employment Opportunity

Contractor will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of handicaps; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd.3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights act of 1968 (42 U.S.C 3601 et seq.) as amended,

relating to nondiscrimination in the sale, rental or financing of housing; (I) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and U) the requirements of any other non-discrimination statute(s) which may apply to the application.

As a condition to the Grantee the Grantee assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- 1) Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA) which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex national origin, age disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I B financially assisted program or activity
- 2) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin:
- 3) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- 4) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age: and
- 5) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

The Grantee also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIOA Title I - financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIOA Title I - financially assisted program or activity. The Grantee understands that DEO and the United States have the right to seek judicial enforcement of the assurance.

kk. Environmental Standards

Contractor shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U S C. 1451 et. seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P. L. 93-205).

Contractor Sub Recipients

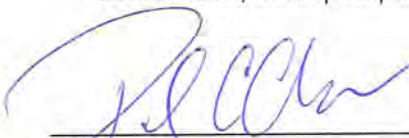
- a. Contractors which are sub recipients will cause to be performed the required financial and compliance audits in accordance with the single Audit Act Amendments of 1996 and 2 CFR 200 Part F "Audits of States, Local Governments, and Non-Profit Organizations," and
- b. Will comply with all applicable requirements of all other Federal laws, executive order, regulations and policies governing this program.

## Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension 20 CFR Part 98, Section 98.510 Participants' responsibilities

NOTE PLEASE READ INSTRUCTIONS BEFORE SIGNING CERTIFICATION

1. The prospective primary participant certifies to the best of its knowledge and belief. that it and its principals
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
  
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

  
\_\_\_\_\_  
Signature

4/14/20  
Date

PAUL Chase CEO  
\_\_\_\_\_  
Print Name and Title of Authorized Representative

## CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity by signing and submitting this application the applicant/grantee certifies that it will comply with the requirements of the Act. The applicant/grantee further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for the children's services and that all sub-grantees shall certify accordingly.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

## **CERTIFICATION REGARDING DRUG-FREE WORKPLACE**

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 98, Subpart F.1, Tom Gallagher, the undersigned, in representation of the Department of Education, the Contractor, attests and certifies that the Contractor will provide a drug-free workplace by the following actions.

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B. Establishing an ongoing drug-free awareness program to inform Employees concerning:
  - 1. The dangers of drug abuse in the workplace.
  - 2. The policy of maintaining a drug-free workplace.
  - 3. Any available drug counseling, rehabilitation and employees assistance programs.
  - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph A
- D. Notifying the employee in the statement required by paragraph A that, as a condition of employment under the contract, the employee will:
  - 1. Abide by the terms of the statement.
  - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.
- E. Notifying the agency in writing ten (10) calendar days after receiving notice under subparagraph D.2. from an employee or otherwise receiving actual notice of such conviction. We will provide such notice of convicted employees, including position title, to every Grant officer on whose Grant activity the convicted employee was working. The notice shall include the identification number (s) of each affected contract/Grant.
- F. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph D.2., with respect to any employee who is convicted.
  - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 as amended.



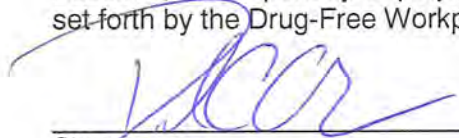
- 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local, health, law enforcement or other appropriate agency.
  - 3. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.
- G. Notwithstanding, it is not required to provide the workplace address under the contract. As of today, the specific sites are known and we have decided to provide the specific addresses with the understanding that if any of the identified places change during the performance of the contract, we will inform the agency of the changes. The following are the sites for the performance of work done in connection with the specific contract including street address, city, county, state and zip code:

Check ( ) if there are workplaces on file that are not identified here.

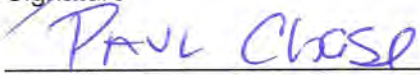
Check ( ) if an additional page was required for the listing of the workplaces.

CERTIFICATION

I declare, under penalty of perjury under the laws of the United States and under the penalties set forth by the Drug-Free Workplace Act of 1988, that this certification is true and correct.

  
\_\_\_\_\_  
Signature

4/17/22  
Date

  
\_\_\_\_\_  
Print Name

## **Instructions for Completion of SF-LLL Disclosure of Lobbying Activities**

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C., section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report refer to the implementing guidance published by the Office of Management and Budget for additional information

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Include but are not limited to subcontracts, sub grants. and contract awards under grants
5. If the organization filing the report in item 4 checker "Sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name. if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number Invitation for

Page 1

Waterfield-Action Labor Disaster Relief Contract  
Agreement 2020 – 2023 Vendor-DWG-409003

Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes. e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
  - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered federal action
  - (b) Enter the full names of the individual(s) performing services, and include full address if different from. 10 (a). Enter Last Name, First Name and Middle Initial (MI).
10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
11. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment
12. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
15. The certifying official shall sign and date the form print his/her name, title, and telephone number.

Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient Identify

the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier  
Sub awards

1. Type of Federal Action

2. Status of Federal Action:

3. Report Type: Contract Grant Cooperative Agreement Loan  
Loan Guarantee Loan Insurance Bid/Offer/Application Initial Award  
Post award  
Initial Filing Material Change: Year \_\_\_\_\_ Qtr \_\_\_\_\_ Date of last report

Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1<sup>st</sup> tier. Sub awards<sup>1</sup>. Type of Federal Action: \_\_\_\_\_ 2. Status of Federal Action: \_\_\_\_\_ 3. Report Type: \_\_\_\_\_

a. contract	a. bid/offer/application	a. initial filing
b. grant	b. initial award	b. material change
c. cooperative agreement	c. post-award	For Material Change Only
d. loan		year _____ quarter _____
e. loan guarantee		date of last report _____
f. loan insurance		

4. Name and Address of Reporting Entity: \_\_\_\_\_ Prime \_\_\_\_\_ 5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Sub-awardee Tier \_\_\_\_\_ if known: Address of Prime:

Congressional District, if known: \_\_\_\_\_ Congressional District, if known: \_\_\_\_\_

6. Federal Department/ Agency: \_\_\_\_\_ 7. Federal Program Name/Description: \_\_\_\_\_

CFDA Number, if applicable: \_\_\_\_\_

8. Federal Action Number, if known:	9. Award Amount, if known:
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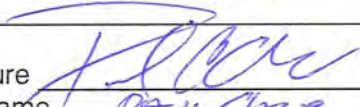
10. a. Name and Address of Lobbying Entity  (If individual, last name, first name, MI)	b. Individuals Performing Services (including address if different from No. 10a.)  (Last name, first name, MI)
(Attach Continuation Sheet(s) SF-LLL-A, if necessary) (Attach Continuation Sheet(s) SF-LLL-A, if necessary)	
11. Amount of Payment (check all that apply): _____ actual _____ planned _____	
12. Form of Payment (check all that apply):  a. cash b. In-kind, specify: nature _____ value _____	13. Types of Payment (check all that apply):  a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other, specify: _____

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, Including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in item 11.
(Attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: _____ YES _____ NO
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Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Information requested through this form is authorized by title 31 U.S.C. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.<sup>2</sup>

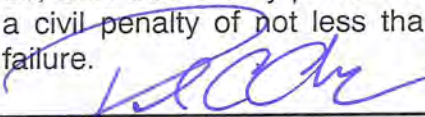
Signature   
Print Name PAUL CHARE  
Title SISO  
Telephone Number 5616881211 Date 4/17/20

CERTIFICATION REGARDING LOBBYING  
 CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE  
 AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an Officer or Employee of the Agency, a Member of Congress, an Officer or Employee of Congress, or an Employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of the Congress, an Officer or Employee of Congress, or an Employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL. "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that sub recipients shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

	<i>CEO</i>
Grantee/Contractor/Organization	Program/Title

<i>Mason C Jackson Jr.</i>	04-24-2020
Name of Certifying Official Print Name and Sign	Date

\*Note: In these instances, "all", in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB). Lobbying Certification (29 CFR Part 93)

# Disaster Relief Worksite Agreement

This Agreement is made between CAREERSOURCE BROWARD hereafter referred to as CSBD, and Waterfield Florida Staffing, LLC DBA Action Labor hereafter called **EMPLOYER/HOST WORKSITE**. The parties agree that the **EMPLOYER** shall supervise and provide work assignments to Temporary Employees made available through a federal U.S. Department of Labor Disaster Relief grant to CSBD to assist with Disaster Recovery efforts. The number and type of Disaster Relief workers have been specified by **EMPLOYER**. Disaster Relief Workers shall be referred by Waterfield Florida Staffing, LLC DBA Action Labor a staffing company under contract with CSBD to serve as the Employer of Record for the Temporary Disaster Relief employees.

<b>EMPLOYER/ HOST WORKSITE ENTITY INFORMATION</b>	Name:	Waterfield Florida Staffing, LLC DBA Action Labor
	Federal Employer ID Number (FEIN)	82-4558588
	Address	624 Nottingham Blvd,
	City, State, Zip Code	West Palm Beach, FL 33405
	Telephone Number	
	Contact Person	
	Collective Bargaining Agent (If Applicable)	
	Worksite is: <input type="checkbox"/> Government <input type="checkbox"/> Private Nonprofit	

	WORKSITE POSITION TITLES	NUMBER OF POSITIONS	SUPERVISOR'S NAME
<b>WORKSITE INFORMATION</b>			
		Attach Additional Sheets if Necessary	

Employer Authorized Representative	Type/Print Name	Title	Date
Organization Authorized Representative	Type/Print Name	Title	Date



## Worksite Agreement – General Assurances

1. **AUTHORITY:** This Agreement is executed pursuant to the Workforce Innovation and Opportunity Act, 29 U.S.C. 2801, *et seq.*, as amended ("WIOA"), and Final Regulations, 20 C.F.R. Part 652, *et al.*
2. **WORK DESCRIPTION:** An individual served under this Agreement will be referred to as a Temporary Worker. A Job Order listing the duties for each Temporary Employee assigned to Employer under this Agreement. Temporary Employee may not begin work until this Agreement is signed. CSBD and EMPLOYER shall agree on the process for collection of timesheets and submission to the staffing company serving as the Employer of Record.
3. The EMPLOYER agrees that the Temporary Worker:
  - (1) Shall not work in excess of 6 months.
  - (2) Wages which are determined by the EMPLOYER shall be paid by the Employer of Record. Wages shall be comparable to wages paid to other employees with commensurate skills and experience.
4. Each EMPLOYER Worksite supervisor shall be provided a Supervisor Orientation for the program.
5. The EMPLOYER shall provide the DREP participant with an orientation to the requirements of the job, work rules, expectations, hours of work, and any other special requirements of the EMPLOYER.
6. The EMPLOYER will provide a sufficient quantity of work to fully occupy the Temporary Worker.
7. The EMPLOYER Worksite shall notify CSBD and the Employer of Record Contact provided to EMPLOYER of Temporary Employee terminations.
8. The EMPLOYER agrees to provide the instruction, supervision of employees, equipment tools, etc. that are necessary for the Temporary Employees to perform their job duties.
9. The EMPLOYER will agree to absorb all financial liability for any costs that may result from damage caused by the Temporary Employees in the performance of their duties.
10. The EMPLOYER will ensure that accurate time and attendance records are completed on a daily basis and that the hours recorded will only reflect the hours the Temporary Employees worked.
11. The EMPLOYER will treat the Temporary Employees in the same manner as other employees in regards to workplace requirements including disciplinary actions.
12. The EMPLOYER will ensure that the tasks assigned to the Temporary Workers are for the purposes of repair as a result of the disaster and are performed within the disaster area.
13. The EMPLOYER will notify the CSBD and the staffing company contact provided to EMPLOYER when all tasks have been completed at the Worksite.
14. The EMPLOYER will ensure that the Temporary Employees will not be involved in any sectarian or political activities.
15. The EMPLOYER will retain an "Emergency Contact" form for each Temporary Employee.
16. The EMPLOYER will retain all tools purchased for the program through the end of the project.
17. **MONITORING:** The employer agrees to allow CSBD, the Florida Department of Economic Opportunity, the U.S. Department of Labor, to monitor the Worksite to ensure compliance with rules and regulations.
18. **EMPLOYEE DISPLACEMENT/REPLACEMENT:** Temporary Employees shall not displace (including a partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits) any currently employed employee(as of date of participation). Temporary Workers may not be employed in or assigned to a job if:
  - (1) Any other individual is on layoff from the same or any substantially equivalent job;
  - (2) The employer has terminated the employment of any regular, unsubsidized employee or otherwise caused an involuntary reduction in its workforce with the intention of filling the vacancy so created with CSBD funded Temporary Employees; or
  - (3) The job is created in a promotional line that infringes in any way on the promotional opportunities of current employed workers.
- 4) Regular employees and Temporary Employees alleging displacement may file a complaint under the applicable grievance procedures found at 20 C.F.R. Part 667.600. (WIOA Section 181)
19. **WORKERS COMPENSATION:** The Staffing Company, engaged by CSBD to serve as the Employer of Record, for the Temporary Employees is responsible for job related injuries to the Temporary Employees and will provide insurance through Workers Compensation. The EMPLOYER/Worksite supervisor MUST contact CSBD and the Staffing Company contact provided to EMPLOYER immediately upon the occurrence of a workplace injury to a Temporary Employees and shall also complete the necessary forms.
20. **HEALTH AND SAFETY:** Temporary Employees employed or trained in inherently dangerous occupations shall be assigned to work in accordance with reasonable safety practices.
21. The EMPLOYER agrees to maintain sanitary facilities, safe working conditions, within a drug-free workplace and compliance with the OSHA and Child Labor Laws and age laws of the Fair Labor Standards Act (FLSA) provided to the training site by the program staff.
22. **INAPPROPRIATE ACTIVITIES:** The EMPLOYER will not place Temporary Employees in unapproved activities. If Temporary Employees are assigned to unapproved activities, they shall be subject to immediate removal from the worksite.
23. **NEPOTISM:** No Temporary Employee may be placed in an employment activity of a member of that person's immediate family is directly supervised by or directly supervises that individual.
24. **UNION COMPLIANCE:** The EMPLOYER ensures this Temporary Employment will not impair existing contracts for services or collective bargaining agreements. When a program or activity authorized under Title 1 of WIOA would be inconsistent with a collective bargaining agreement, the appropriate labor organization and employer must provide written concurrence before the program or activity begins. (29 C.F.R. Part 667.270(b))
25. **DISCLOSURE OF CONFIDENTIAL INFORMATION:** The EMPLOYER agrees to maintain the confidentiality of any information regarding applicants and trainees, or their families, which may be obtained through application forms, interviews, tests, and reports from public agencies, counselors or any other sources.
26. **EQUAL OPPORTUNITY:** The EMPLOYER agrees not to discriminate against any Temporary Employees because of age, race, creed, color, religion, political belief or affiliation, sex, national origin, ancestry or disability. The EMPLOYER further agrees that it will take affirmative action to ensure that Temporary Employees are treated without discrimination during employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or terminations; rates of pay or other forms of compensation and selection for training, including apprenticeship. (WIOA Section 188)
27. **AMERICAN WITH DISABILITIES ACT:** The EMPLOYER shall comply with the Americans with Disabilities Act of 1991, Public Law 101-336, or as amended and associated code of federal regulations published in the Federal Register as applicable to the EMPLOYER directly or indirectly as recipients of grant funds from the State of Iowa.
28. The EMPLOYER will perform its duties in accordance with the Workforce Innovation and Opportunity Act and the regulations, procedures and standards promulgated there under, as well as any subsequent legislation, regulations, procedures and standards enacted in substitution or in addition thereto.
29. **RELATIONSHIP OF PARTIES:** The EMPLOYER is not the agent of CSBD for any purpose pursuant to this Agreement and will make no representation of any such agency. In agreeing to employ and provide training for Temporary Employees, the EMPLOYER understands that this does not make the Temporary Employees an employee or agent of the CSBD.
30. **TERMINATION OF AGREEMENT:** CSBD may terminate, effective immediately, performance of work under this Agreement if, for any reason, CSBD determines that such termination is in the best interest of the program. CSBD may also cancel this Agreement if it determines that the EMPLOYER has failed to comply with any of the other provisions contained in the Agreement or any other program requirement.
31. **AVAILABILITY OF FUNDS:** This Agreement is predicated on the continuing availability of funds from the Florida Department of Economic Opportunity through the United States Department of Labor.

Acknowledgement: I have received the above information. Employer's Initials: \_\_\_\_\_ Date: \_\_\_\_\_

