



CAREERSOURCE BROWARD DISASTER RELIEF WORKSITE AGREEMENT

This Agreement is made between CAREERSOURCE BROWARD hereafter referred to as CSBD, and _____ (ORGANIZATION NAME), hereinafter referred to as CONTRACTOR (collectively referred to as the “Parties”). The Parties agree that CONTRACTOR will serve as a host worksite and will provide work assignments to participants referred to as temporary workers or “Disaster Relief Workers.” The participants are eligible individuals as described in paragraph 1 below and will be assigned by CSBD to the host worksite(s) made available CONTRACTOR. The funds to support this initiative are made available through CSBD under a federal U.S. Department of Labor National Disaster Dislocated Worker Grant awarded to the State of Florida Department of Economic Opportunity. CSBD is mandated to use the grant funds to assist with disaster recovery efforts (“Program”). The number and type of Temporary Disaster Relief Workers requested by CONTRACTOR shall be specified at the time of implementation of disaster relief programs through the electronic “Job Order Portal” made available electronically to CONTRACTOR by CSBD upon execution of this Agreement. The Job Order Portal is opened and maintained by CSBD during times of disasters and CONTRACTOR will be able to submit their “Job Order” or work assignment requests for the various temporary positions needed to address the disaster. The job order shall outline the worker’s duties, work hours, schedule, and worksite location. Temporary Disaster Relief Workers shall be referred through CSBD to the CONTRACTOR by a staffing company under contract with CSBD. The staffing company shall serve as the employer of record for the temporary workers.

Authorized Representative Signature Must be an authorized signatory	Type/Print Name	Title	Date
Organization Address			
CSBD Authorized Representative Signature	Type/Print Name	Title	Date
	Mason C. Jackson	President/CEO	

Worksite Agreement – General Requirements

1. **ELIGIBILITY OF TEMPORARY DISASTER RELIEF WORKERS:** CSBD shall be responsible for determining participant eligibility as defined in WIOA Sec. 170(d)(2). In addition to WIOA eligibility requirements the participants in this program shall be residents of BROWARD COUNTY or have been forced to relocate to BROWARD COUNTY due to the disaster or emergency event and
 - (1) are temporarily or permanently laid off as a consequence of the disaster, or
 - (2) Are other eligible dislocated workers as defined in WIOA Section 3(15), or
 - (3) Are long-term unemployed workers, as defined by the statute; or
 - (4) Are Self-employed individuals who become unemployed or significantly underemployed as a result of the emergency or disaster.

Program participants shall be referred to as Temporary Disaster Relief Workers or Temporary Workers in this Worksite Agreement.
2. **AUTHORITY:** This Agreement is executed pursuant to the Workforce Innovation and Opportunity Act, 29 U.S.C. § 3101, *et seq.*, as amended (“WIOA”).
3. **WORK DESCRIPTION:** Upon notification that the Job Portal is open, following execution of this Agreement, CONTRACTOR shall submit job orders listing the duties for each Temporary Disaster Relief Worker requested. Temporary Disaster Relief Workers may not begin work until this Agreement is signed. CSBD shall provide a standardized timesheet for use by the Temporary Workers and shall coordinate with CONTRACTOR for pick-up or electronic delivery of the timesheets.
4. CONTRACTOR agrees that each Temporary Disaster Relief Worker:
 - (1) Shall not work in excess of forty (40) hours a week and 6 months.
 - (2) Shall be paid in accordance with the standardized wages established for same or similar positions to be funded through the disaster grants throughout Broward County.
5. Supervisors of Temporary Disaster Relief Workers shall be provided a Supervisor Orientation by CSBD.
6. CONTRACTOR shall provide the Temporary Disaster Relief Workers an orientation regarding the requirements of the job, work rules, expectations, hours of work, and any other special requirements of CONTRACTOR.
7. CONTRACTOR will provide sufficient hours of work to fully occupy the Temporary Disaster Relief Workers.
8. There shall be a CSBD contact to coordinate with the staffing company and CONTRACTOR regarding the Temporary Workers.
9. CONTRACTOR agrees to provide instruction, supervision, equipment, tools, and other items that are necessary for the Temporary Disaster Relief Workers to perform their job duties.
10. CONTRACTOR agrees to absorb all financial liability for any costs resulting from damage caused by the Temporary Employees in the performance of their duties.
11. CONTRACTOR shall ensure that accurate time and attendance records are completed on a daily basis and that the hours recorded only reflect the hours the Temporary Disaster Relief Workers actually worked.
12. CONTRACTOR shall ensure that the tasks assigned to the Temporary Disaster Relief Workers are for the purposes of disaster relief as a result of the disaster and are performed within the Broward County.
13. CONTRACTOR shall notify CSBD when the Temporary Disaster Relief Worker assignments are ended if the assignment is for less time than anticipated in the Job Order or if the Temporary Disaster Relief Worker is reassigned to a different location than that identified in the Job Order.
14. CONTRACTOR shall ensure that the Temporary Disaster Relief Workers are not involved in any sectarian or political activities.
15. The STAFFING COMPANY and CSBD shall retain an “Emergency Contact” form for each Temporary Disaster Relief Worker. In the event of an emergency CONTRACTOR shall contact their CSBD contact.
16. If CSBD purchases tools or equipment for the Program, they shall be returned to CSBD when the Program ends

17. MONITORING: CONTRACTOR agrees to allow CSBD, the Florida Department of Economic Opportunity, and the U.S. Department of Labor, to monitor the worksite to ensure compliance with the Program rules and regulations as expressed herein.
18. EMPLOYEE DISPLACEMENT/REPLACEMENT: Temporary Disaster Relief Workers 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 of CONTRACTOR,
19. For purposes of this assignment. Temporary Disaster Relief Workers may not be employed in or assigned to a job if:
 - (1) Any of CONTRACTOR's employees are on layoff from the same or any substantially equivalent job; or
 - (2) CONTRACTOR has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy created with CSBD-funded Temporary Disaster Relief Workers; or
 - (3) The job is created in a promotional line that infringes in any way on the
 - (4) Part 667. promotional opportunities of current CONTRACTOR employees.
 - (5) Regular employees of CONTRACTOR alleging displacement per 20 C.F.R. 600. (WIOA §181) 29 U.S.C. § 3241 may file a complaint as described therein.
20. WORKERS COMPENSATION: Temporary Disaster Relief Worker/participants shall be assigned to CONTRACTOR by one of the staffing companies contracted by CSBD to serve as the employer of record for the Temporary Disaster Relief Worker/participants. As the Employer of Record the staffing company shall be responsible for providing and maintaining workers compensation coverage for any job-related injury to the Temporary Disaster Relief Workers.
21. HEALTH AND SAFETY: Temporary Disaster Relief Workers/participants employed or trained in inherently dangerous occupations shall be assigned to work in accordance with reasonable safety practices. CSBD shall arrange for workers to receive OSHA training.
22. CONTRACTOR agrees to maintain sanitary facilities, safe working conditions, a drug-free workplace, comply with Child Labor Laws and age laws of the Fair Labor Standards Act (FLSA).
23. INAPPROPRIATE ACTIVITIES: Temporary Disaster Relief Workers shall only be placed in the assignments described in the Job Order submitted to CSBD. Non-compliance with the section may result in the removal of the Temporary Disaster Relief Workers from the worksite.
24. NEPOTISM: No Temporary Disaster Relief Worker may be supervised by a member of their immediate family.
25. UNION COMPLIANCE: CONTRACTOR shall not impair existing contracts for services or collective bargaining agreements through the provision of worksites for the Temporary Workers. When a program or activity authorized under Title 1 of WIOA would be inconsistent with a collective bargaining agreement, the appropriate labor organization should provide CSBD with written concurrence before the program or activity begins. (29 C.F.R. Part 667.270(b))
26. DISCLOSURE OF CONFIDENTIAL INFORMATION: CONTRACTOR agrees to maintain the confidentiality of any information relating to the Temporary Disaster Relief Worker participants in accordance with Federal Privacy Laws applicable to participants in a federal grant program.
27. EQUAL OPPORTUNITY: CONTRACTOR shall not discriminate against Temporary Disaster Relief Workers because of age, race, creed, color, religion, political belief or affiliation, sex, national origin, ancestry or disability. CONTRACTOR further agrees that it will take affirmative action to ensure that Temporary Disaster Relief Workers are treated without discrimination during their assignment as it may apply to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. (WIOA § 188).
28. AMERICANS WITH DISABILITIES ACT: CONTRACTOR shall comply with the Americans with Disabilities Act of 1991, Public Law 101-336, as amended, and the applicable regulations promulgated thereunder.
29. CONTRACTOR shall comply with the Workforce Innovation and Opportunity Act, as amended, and the regulations, procedures, and standards promulgated there under and in accordance with the Notice of Fund Availability awarded to CSBD and as described in this Worksite Agreement.
30. RELATIONSHIP OF PARTIES: CONTRACTOR is not the agent of CSBD for any purpose pursuant to this Agreement and makes no representation of any such agency in agreeing to serve as a host worksite for the Temporary Disaster Relief Workers. .
31. TERMINATION OF AGREEMENT: CSBD may terminate this Agreement, effective immediately, 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 CONTRACTOR has failed to comply with any of the provisions contained in the Agreement or any other Program requirement. Either party may terminate this Agreement for convenience upon fifteen (15) days prior written notice to the other.
32. 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.
33. NO JOINT EMPLOYMENT OF TEMPORARY PERSONNEL: The Parties acknowledge and agree that Temporary Disaster Relief Workers are participants under a federal Disaster Work Relief Grant and are not employees of CONTRACTOR or CSBD and nothing in this Agreement is intended to nor does it create an employer/employee or joint employer/employee relationship between CONTRACTOR and any Temporary Disaster Relief Workers.
34. INDEMNIFICATION: If CONTRACTOR is a state agency or subdivision as defined in Chapter 768.28, Florida Statutes, CONTRACTOR 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 CONTRACTOR 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.
35. INDEMNIFICATION: 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 CSBD to be sued by third parties in any matter arising out of this Agreement.
36. INDEMNIFICATION NON PUBLIC ENTITIES: CONTRACTOR shall indemnify, hold harmless and, at CSBD's option, defend or pay for an attorney selected by CSBD to defend CSBD, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorneys fees, court costs, and expenses, caused by a negligent act or omission of Sub-grantee, its employees, agents, servants, or officers, or accruing, resulting from, or related to 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 Sub-grant Agreement.
37. NOTICE: Notice to CSBD shall be given by delivery in person, by a nationally recognized next day courier service, or by first-class, registered or certified mail, postage prepaid, Attention: Legal Department, 2890 W Cypress Creek Road, Fort Lauderdale, FL 33309. Notices to CONTRACTOR shall be given in the same manner by delivery to its offices as noted on page 1 of this Agreement.
38. APPLICABILITY OF GOVERNING LAW, VENUE, JURY TRIAL WAIVER: This Agreement shall be interpreted, governed and construed in accordance with the laws of the State of Florida. All Parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which CONTRACTOR may claim by virtue of its residency or other jurisdictional devices. BY ENTERING INTO THIS AGREEMENT, CSBD AND CONTRACTOR HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.
39. AMENDMENT: 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 CONTRACTOR and CSBD or others delegated authority or otherwise authorized to execute same on their behalf.
40. 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.
41. JOINT PREPARATION: This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.
42. INCORPORATION BY REFERENCE: The attached Exhibits are incorporated into and made a part of this Agreement.
43. COUNTERPARTS AND MULTIPLE ORIGINALS: This Agreement may be executed in multiple originals, and 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.