

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

Meeting Date: July 7, 2009

Consent

Regular

Ordinance

Public Hearing

**Department**

Submitted By: Community Services

Submitted For: Community Services

**I. EXECUTIVE BRIEF**


**Motion and Title: Staff recommends motion to approve:** Agreement with Workforce Alliance, Inc. for the period July 7, 2009, to July 6, 2012, to provide work experience in the Department of Community Services for Alliance participants.

**Summary:** This agreement will facilitate the utilization of youth ages 18-24 in work assignments throughout the Department of Community Services. Youth will be given an opportunity to gain meaningful work experience as well as be compensated through Workforce Alliance, the assigning agency. Youth will be matched with work assignments based on their skills, experience, knowledge and abilities. There is no cost to the County to participate in the program. (DOSS) Countywide (TKF)

**Background and Justification:** Workforce Alliance is a private non-profit organization chartered by the State of Florida which provides employment and community service to residents. This agreement would allow Workforce Alliance to assign youth to meaningful work experience within the Department at no cost to the County.

**Attachments:**

Workforce Alliance Agreement

Recommended By:  6/10/09  
Department Director Date

Approved By:  6/30/09  
Assistant County Administrator Date

**II. FISCAL ANALYSIS IMPACT**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenue	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>0</u>	_____	_____	_____	_____
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	<u>0</u>	_____	_____	_____	_____

Is Item Included in Current Budget: Yes \_\_\_\_\_ No \_\_\_\_\_  
 Budget Account No.: Fund \_\_\_\_\_ Dept. \_\_\_\_\_ Unit. \_\_\_\_\_ Obj. \_\_\_\_\_  
 Program Code \_\_\_\_\_

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

Departmental Fiscal Review: \_\_\_\_\_

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Administration Comments:**

[Signature] 6/24/09  
 6/16/09 OFMB [Signature] 6/12/09  
 6/15

[Signature] 6/29/09  
 Contract Administration  
 Jones 6/25/09

**B. Legal Sufficiency:**

[Signature]  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

This summary is not to be used as a basis for payment.

AGREEMENT NO. \_\_\_\_\_

BETWEEN  
WORKFORCE ALLIANCE, INC.  
AND

Palm Beach County Board of County Commissioners  
Department of Community Services Division of Senior Services  
For the Provision of a Subsidized Work Experience for Workforce Alliance, Inc.,  
American Recovery and Reinvestment Act of 2009, Workforce Investment Act Eligible  
Youth and Adult Participants

This AGREEMENT, entered into this 7 day of July, 2009, by and between Workforce Alliance, Inc., hereinafter referred to as ALLIANCE, having its principal office at 315 South Dixie Highway, Suite 102, West Palm Beach, Florida 33401 AND P.B.C. Board of County Comm. hereinafter referred to as CONTRACTOR existing under and by virtue of the laws of the State of Florida as a Government (Type of Organization) having its principal office at 810 Datura St., Suite 300, West Palm Beach, FL 33401

WHEREAS, ALLIANCE has entered into an agreement for the implementation of workforce development programs and activities; AND

WHEREAS, CONTRACTOR is desirous of providing work experience opportunities for ALLIANCE participants;

NOW THEREFORE, in consideration of the promises and the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the Parties hereto agree and understand as follows.

1. The program to be provided shall be a work experience, wherein a youth, or adult (also referred to as participant(s) is referred to CONTRACTOR by the ALLIANCE Career Center and is given job functions to perform under the supervision of CONTRACTOR's staff in accordance with and for a time period specified in a job order completed for each participant.
  - a. There shall be a job order for each participant.
  - b. The job order shall state maximum number of hours per week the participant shall be engaged in a work experience.
  - c. The job order shall state the total maximum number of weeks or months a participant may be employed in the work experience. Participation in a work experience activity will vary from individual to individual. The length of a youth summer work experience shall be communicated pursuant to the notice provisions in paragraph 13. of this Agreement in addition to being stated in the youth's job order.

- d. The job order shall detail the duties the participant shall be expected to perform and the location or office that the participant must report to each day for the length of his/her work experience.
  - e. The job order must be signed by both a representative of CONTRACTOR that will serve as a work site for the participant during the tenure of his/her work experience and by the assigned ALLIANCE Program Manager/representative.
  - f. The completed job order shall be incorporated by reference into this Agreement as if set forth in its entirety herein.
  - g. CONTRACTOR agrees not to refer participants to worksites outside of their own organization.
2. ALLIANCE shall ensure payment is made to participants for the hours spent in a work experience. Payment to participants by the outside employment servicer shall be reimbursed by ALLIANCE pursuant to a separate agreement between ALLIANCE and the outside employment servicer. Each participant shall be informed by ALLIANCE prior to his/her referral to CONTRACTOR regarding the pay the outside employment servicer is to receive.
- a. CONTRACTOR shall not require participants to work hours in excess of those recorded on the job order.
  - b. ALLIANCE shall be responsible for reimbursement of participants' wages only up to the hours that are set forth in the job order. Participants shall only be paid for time actually worked.
  - c. ALLIANCE will not pay for overtime, holidays, vacation, sick or other leave or time off from the job. CONTRACTOR shall ensure participants do not work overtime or on holidays. There shall be no other benefits or payments due and owing to participants other than those expressly stated herein.
  - d. ALLIANCE shall arrange for the picking up of participant time sheets and distributing participant paychecks.
  - e. CONTRACTOR agrees to use the timesheets provided by ALLIANCE to record each participant's time and shall assure that participant time sheets are accurate and that time worked is recorded in segments of fifteen minutes.
3. ALLIANCE shall arrange for all participants to be covered by Workers Compensation Insurance.
- a. CONTRACTOR shall inform ALLIANCE or their ALLIANCE Career Center contact immediately of any problem concerning participant's performance at a worksite or in the event of an accident or injury to the participant occurring at the work site.

4. CONTRACTOR agrees to supervise all participants placed into a work experience with CONTRACTOR's company.
  - a. CONTRACTOR agrees to identify a direct and alternate supervisor for each participant assigned to a work experience activity in CONTRACTOR's company.
  - b. CONTRACTOR agrees to require the supervisor and his/her alternate to attend Work Site Supervisors Training that will be scheduled by ALLIANCE.
  - c. Each worksite supervisor and his/her alternate shall receive a copy of the Supervisor's Handbook and the job order applicable to each participant under such supervisor's supervision, and shall assign the participant duties in accordance with the job order.
  - d. The supervisor or his/her alternate shall be responsible for monitoring participant time and attendance and for signing the work experience participant(s) time sheets.
  - e. CONTRACTOR agrees not to reassign participant worksites without first obtaining ALLIANCE's written consent.
  - f. CONTRACTOR agrees to assign participants to worksites that are sanitary, safe and comply with OSHA and state and local worksite regulations. Participants may not be employed in the construction, operation, or maintenance of any facility currently used or intended to be used for sectarian instruction or as a place of religious worship, and may not be employed in any sectarian activities.
  - g. CONTRACTOR shall allow ALLIANCE and its funding agency representatives to visit participant work sites for the purpose of monitoring the work experience program.
  - h. CONTRACTOR agrees to maintain records and files pertaining to the work experience program for five (5) years and to allow ALLIANCE, the State of Florida, and the United States Departments of Labor or Health and Human Services to monitor the work experience program.

5. Compliance with Laws

- a. CONTRACTOR shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.
- b. CONTRACTOR shall comply with Federal and State Child Labor Laws as they apply to youth participants.

6. Indemnification

- a. Applicable to Governmental Entities

CONTRACTOR 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 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 or any other contract.

b. Applicable to not-for profit organizations

To the extent not otherwise prohibited or limited by Florida law or Federal law or regulation, and without waiving any defense or immunity, Contractor shall be liable, and agrees to be liable for, and shall indemnify, defend and hold harmless the ALLIANCE and any Director, employee, officer or agent of ALLIANCE, and the Palm Beach County Board of County Commissioners from liability of any nature and kind, including costs, expenses, and attorney's fees, for or on account of any actions, suits or damages of any character whatsoever arising out of any negligent act or omission of the Contractor or any employee, agent, subcontractor, or representative of the Contractor.

Contractor further agrees to indemnify, save harmless and defend the Palm Beach County Board of Commissioners, its agents, servants, and employees harmless from any and all demand or cause of action, suits, judgments, or damages including court costs and attorney's fees of whatsoever kind or nature arising out of any conduct or misconduct, intentional acts, negligence, or omissions by the Contractor, or its employees or agents, in the course of the performance of this Agreement, including any claim or actions brought under Title 42 USC §1983, the Civil Rights Act and for which the Palm Beach County Board of Commissioners, its agents, servant of employees are alleged to be liable.

7. Maintenance of Effort

- a. Participants may not be placed in positions previously filled by an individual who is laid off from the same or a substantially equivalent job.
- b. Participants may not be placed into a position created when CONTRACTOR has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy created by hiring a participant or employee whose wages are subsidized by the ALLIANCE or paid for with ALLIANCE funds.
- c. If a collective bargaining agreement is in force in CONTRACTOR's organization for training positions which will be filled by work experience participants, CONTRACTOR agrees to obtain written concurrence from the bargaining agent.

- d. CONTRACTOR shall not permit participants to displace currently employed workers including partial displacement such as a reduction in the hours of non-overtime work, wages or employment benefits.
- e. CONTRACTOR may not impair current contracts for services or collective bargaining agreements or substitute federal funds made available by this Agreement to subsidize work that would otherwise be performed by the CONTRACTOR.
- f. CONTRACTOR shall not create a job for a participant or an individual employed to carry out the obligations under this Agreement, which will infringe in any way upon the promotional opportunities of a currently employed individual.

8. Employment Opportunity and Americans With Disabilities Act

- a. CONTRACTOR shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations, in performing its duties, responsibilities and obligations pursuant to this Agreement.
- b. CONTRACTOR shall comply with the prohibitions against discrimination in, the Age Discrimination Act of 1975, Section 504 of the Rehabilitation Act, in Title IX of the Education Amendments of 1972, and under 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.
- c. CONTRACTOR understands and agrees that no qualified disabled individual shall, on the basis of disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination.
- d. CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by ALLIANCE, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.
- e. CONTRACTOR's decisions regarding delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color,

9. Insurance

a. Applicable to not-for profit organizations and for profit organizations.

- i. To ensure the indemnification obligation contained in paragraph 6 above, Contractor shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement, the insurance coverage's set forth in subsections iii, iv, and v, below in accordance with the terms and conditions required by this Article. Each insurance policy shall clearly identify the foregoing indemnification as insured.
- ii. Such policy or policies shall be without any deductible amount unless otherwise agreed to by the Parties and shall be issued by approved companies authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Palm Beach County, Florida. CONTRACTOR shall specifically protect ALLIANCE by naming ALLIANCE and the outside employment service as additional insureds under the Comprehensive General or Commercial Liability Policy only.
- iii. Comprehensive General or Commercial Liability Insurance.

A Comprehensive General or Commercial Liability Insurance Policy shall be provided which shall contain minimum limits of One Million Dollars (\$1,000,000) per occurrence combined single limit for bodily injury liability and property damage liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General or Commercial Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

- Premises and/or operations.
- Independent contractors.
- Products and/or Completed Operations for contracts.
- Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.
- Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.



iv. Business Automobile Liability.

If participants will be required to drive as a part of their work experience CONTRACTOR shall maintain Business Automobile Liability with minimum limits of One Million Dollars (\$1,000,000) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Owned Vehicles.
- Hired and Non-Owned Vehicles.
- Employers' Non-Ownership.

v. CONTRACTOR shall furnish ALLIANCE in accordance with the Notice Provisions under this Agreement with certified copies of Certificates of Insurance or endorsements evidencing the insurance coverage's specified by this Article prior to the placement of participants at CONTRACTOR worksites.

vi. Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of CONTRACTOR is completed. All policies must be endorsed to provide ALLIANCE with at least thirty (30) days notice of cancellation and/or restriction. If any of the insurance coverage's will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.

b. Applicable to Governmental Entities.

Contractor state or municipal agencies or subdivisions defined by Section 768.28, Florida Statutes, shall furnish to ALLIANCE upon request, written verification of liability protection in accordance with State law.

## 10. Amendment

This Agreement may be amended by either party by submitting the proposed changes to the other party in accordance with paragraph 13., Notice, under this Agreement. No such change shall become effective until a formal amendment to this Agreement is executed by both Parties.

## 11. Agreement Term

This Agreement is effective upon execution by both ALLIANCE and CONTRACTOR, for a term of three (3) years ("Initial Term"); provided however, the Parties may terminate this Agreement earlier as provided for under Section 15., entitled "Termination." This Agreement may be renewed for an additional term of up to three (3) years prior to the expiration of the Initial Term through a formal amendment executed by the Parties.

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## 12. Incorporation By Reference

The following are incorporated into and made a part of this Agreement:

- a. Child Labor Laws (29 USC 203): Occupations Particularly Hazardous for the Employment of Minors Between Sixteen (16) and Eighteen (18) Years of Age or Detrimental to Their Health or Well-being (subpart E), and
- b. The Assurances and Certifications Exhibit A.

## 13. Notice

- a. Whenever any party wishes to give notice to the other party, such notice shall be in writing, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place specified, and the place for giving of the notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, ALLIANCE and CONTRACTOR designate the following as the respective places for giving of notice, to-wit:

Notice to ALLIANCE shall be addressed to:

ATTN: President/CEO  
Workforce Alliance, Inc.  
315 South Dixie Highway, Suite 102, West Palm Beach, Florida 33401

Notice to CONTRACTOR shall be addressed to:  
Faith Martin/Dorothy Little

810 Datura St, Suite 300

West Palm Beach, Fl 33401

- b. The name and address of the ALLIANCE, Career Center Contact, or the youth monitor, or the career consultant contact shall be the ALLIANCE representative named on the job order. In the event that different representatives are designated by either party notice of the name and address of the new representative shall be provided in writing to the other party.

## 14. Assignment

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by CONTRACTOR.

## 15. Termination

This Agreement may be terminated by either party for convenience by giving the other party not less than fifteen (15) days written notice as provided for in paragraph 13.

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herein. This Agreement may also be terminated by the ALLIANCE President/CEO immediately upon notice in the event the ALLIANCE President/CEO determines that termination is necessary to protect the health, safety, or the welfare of any participant or participants placed within CONTRACTOR's company.

#### 16. Materiality and Waiver of Breach

ALLIANCE and CONTRACTOR agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof. ALLIANCE's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

#### 17. Severance

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless ALLIANCE or CONTRACTOR elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within thirty (30) days after the finding by the court becomes final.

#### 18. Joint Preparation

The parties hereto (the "Parties") acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been a joint effort of the Parties, the language has been agreed to by Parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

#### 19. Priority of Provisions

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given effect.

#### 20. Applicable Law And Venue

This Agreement shall be interpreted and construed in accordance with and governed by 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 Palm Beach County, Florida, and venue for litigation arising out of this Agreement shall be

exclusively in Palm Beach County, Florida forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, ALLIANCE AND CONTRACTOR HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

#### 21. Prior Agreements

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document utilizing the same formalities as this Agreement.

#### 22. Third Party Beneficiaries

The Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

#### 23. Contract Administrator/Designated Representative

For CONTRACTOR, the Contract Administrator is Faith Martin/Dorothy Little or such other designee as shall have been communicated to ALLIANCE in writing and accepted by ALLIANCE in writing. For ALLIANCE, the Designated Representative is the ALLIANCE President/CEO. In the administration of this Agreement, as contrasted with matters of policy, the Parties may rely upon instructions or determinations made by CONTRACTOR'S Contract Administrator and ALLIANCE's President/CEO provided, however, that such instructions and determinations do not change the terms of this Agreement.

#### 24. Independent Contractor

CONTRACTOR understands and agrees that it is an independent contractor within the scope of this Agreement and no provision of this Agreement shall be construed as creating any other agency or any employment relationship between ALLIANCE and CONTRACTOR or CONTRACTOR's employees.

## 25. Representation of Authority

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.

## 26. Monitoring

At any time and as often as Alliance, the State of Florida, United States Department of Labor, Comptroller General of the United States, the Inspector General of the United States and the State of Florida, or their designated agency or representative may deem necessary, Contractor shall make available all appropriate personnel for interviews and all financial, applicant, or participant books, documents, papers and records or other data relating to matters covered by this Agreement, for examination and/or audit, and/or for the making of excerpts or copies of such records for the purpose of auditing and monitoring activities and determining compliance with all applicable rules and regulations, and the provisions of this Agreement. The above referenced records shall be made available at the Contractor's expense, at reasonable locations as determined by ALLIANCE.

## 27. Multiple Originals

This Agreement may be executed in two (2) copies, each of which shall be deemed to be an original.

REMAINDER OF PAGE INTENTIONALLY BLANK

**IN WITNESS WHEREOF**, the Parties have made and executed this Agreement For the Provision of a Subsidized Work Experience to ALLIANCE, American Recovery and Reinvestment Act of 2009 , Workforce Investment Act Eligible Youth and Adult Program Participants on the respective dates under each signature:

APPROVED BY:  
WORKFORCE ALLIANCE, INC.  
(Alliance)

APPROVED BY:  
Palm Beach County  
~~Board of County Commissioners~~  
(Contractor)

BY: \_\_\_\_\_  
Signed Alliance President/CEO,  
Kathryn Schmidt

BY: \_\_\_\_\_  
Signed Authorized Contractor  
Representative

John F. Koons, Chairman  
Name Printed Authorized  
Contractor Representative

WITNESS: \_\_\_\_\_

WITNESS: \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

APPROVED AS TO FUNDS AVAILABILITY

Sharon R. Brock,  
Clerk and Comptroller

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Alliance Chief Financial Officer, Erica Scarpati

By: \_\_\_\_\_

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

**APPROVED AS TO TERMS  
AND CONDITIONS**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Alliance General Counsel, David H. Baker

BY:  \_\_\_\_\_  
**DEPARTMENT HEAD**

## EXHIBIT A ASSURANCES AND CERTIFICATIONS

CONTRACTOR in performing their responsibilities under this Agreement hereby certifies and assures, by their signature to the Agreement that they will fully comply with the following:

- A. Assurances – Non-Construction Programs (SF 424 B)
- B. Debarment and Suspension Certification (29 CFR Part 98)
- C. Certification Regarding Lobbying (29 CFR Part 93)
- D. Drug Free Workplace Certification (29 CFR Part 98)
- E. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37)

A. **ASSURANCES – NON-CONSTRUCTION PROGRAMS.** NOTE: Certain of these Assurances may not be applicable to the project or program.

CONTRACTOR agrees to:

1. Give the U.S. Departments of Agriculture, Health and Human Services and the Labor, the Comptroller General of the United States, and if appropriate, the State of Florida, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Agreement; and will establish a proper accounting system in accordance with generally accepted accounting standards or state directives.
2. 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 (j) the

requirements of any other non-discrimination statute(s) which may apply to the application.

3. 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.
4. Comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act (40.327-333), regarding labor standards for federally assisted construction subagreements.
5. 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).
6. Perform annual financial and compliance audits in accordance with the single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
7. Comply with all applicable requirements of all other Federal laws, executive order, regulations and policies governing this program.

**B. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTION.**

The Parties certify to the best of their knowledge and belief, that each party and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Within a three-year period preceding this proposal, have not been convicted nor have 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;

3. Are not presently indicted or 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,
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

**C. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.**

The Parties certify, to the best of their knowledge and belief, that:

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 Congress, or an employee of 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 of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federally 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 Congress, an officer or employees of Congress, or employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Parties shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. This certification is a material representation 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.C. 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.

**D. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS.**

Pursuant to the Drug-Free Workplace Act of 1988 and its implementing regulations codified at 29 C.F.R Section 98, Subpart F. I, the Parties, attest and certify that they will provide a drug-free workplace by taking the following actions.

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees concerning:

- a. The dangers of drug abuse in the workplace.
  - b. The policy of maintaining a drug-free workplace.
  - c. Any available drug counseling, rehabilitation and employee assistance programs.
  - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. 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 1.
  4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the contract, the employee shall:
    - a. Abide by the terms of the statement.
    - b. 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.
  5. Notifying the State Agency for Workforce Innovation in writing ten (10) calendar days after receiving notice under subparagraph 4.b. from an employee or otherwise receiving actual notice of such conviction.
  6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4.b., with respect to any employee who is so convicted.
    - a. 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.
    - b. 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.
  7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this entire certification.

Although it is not required that either party provide the workplace address under the contract, as of the date of final execution of the Agreement into which this document is incorporated the specific sites are known and the Parties shall provide the specific addresses of such sites. Provided, however, if any of the identified places change during the performance of the contract, ALLIANCE shall be informed of such 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: \_\_\_

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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.

**E. NONDISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE:**

The Parties agree they will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- 1) Section 188 of the Workforce Investment Act of 1998 (WIA) 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 WIA 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 Parties also assure that they will comply with 29 C.F.R. Part 37 and all other regulations implementing the laws listed above. This assurance applies to operation of the WIA Title I – financially assisted program or activity, and to all agreements the made to carry out the WIA Title I – financially assisted program or activity. It is understood that the Agency for Workforce Innovation and the United States have the right to seek judicial enforcement of such assurances.