

COST REIMBURSEMENT AGREEMENT
Index Code 81748

THIS COST REIMBURSEMENT AGREEMENT (hereinafter “**Agreement**” or “**Contract**”) is made and entered into by and between the **South Florida Workforce Investment Board** (hereinafter the “**SFWIB**”) and **Opa-Locka Community Development Corporation, Inc.** (hereinafter the “**Contractor**” or “**OLCDC**”).

WITNESSETH:

WHEREAS, the SFWIB provides workforce development services in Workforce Area 23 (“**Area**”) of the State of Florida, which is comprised of Miami-Dade and Monroe Counties; and

WHEREAS, The **OLCDC** is a non-profit, community development corporation that provides and transforms under-resourced communities into vibrant, desirable, engaged neighborhoods by improving access to health, education, employment, art, safety and affordable housing; and

WHEREAS, the SFWIB requires the services of a TechHire Center at the Agency’s facility that will assist members of the Opa-Locka community with resources and knowledge to foster their technological, entrepreneurial and creative talents; and

WHEREAS, the SFWIB shall reimburse the Contractor for the cost of equipment and internet connectivity of a TechHire Center not to exceed **\$28,023.00**.

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the SFWIB and the Contractor agree as follows:

ARTICLE 1
EFFECTIVE TERM

The term of this Agreement shall commence upon **February 15, 2018**, irrespective of the date of execution, and terminate at the close of business on **June 30, 2018**.

ARTICLE 2
STATEMENT OF WORK

The Contractor shall perform all of the work set forth below:

- 2.1. The Contractor shall arrange for computer equipment and internet connectivity to support the TechHire Center in the Agency’s facility located at: 780 Fisherman Street, 2nd Floor, Opa-Locka, Florida 33054.
- 2.2. The equipment and internet connectivity costs shall not exceed **\$28,023.00** as set forth in **Exhibit A-Budget**, attached hereto and incorporated by reference.

No changes in the Statement of Work shall be made unless such changes are mutually agreed upon by both of the Parties hereto in writing.

ARTICLE 3
COMPENSATION

The SFWIB agrees to compensate the Contractor for the costs associated with the provision of equipment and internet connectivity services provided in accordance with **Article 2, Statement of Work**.

It is acknowledged and agreed by the Contractor that this amount is the amount payable and constitutes a limitation upon the SFWIB to compensate the Contractor for the costs related to this Agreement. Maximum reimbursement shall not exceed **\$28,023.00** in accordance with the **Payment Provisions** set forth in **Article 4** below.

**ARTICLE 4
PAYMENT PROVISIONS**

The SFWIB shall reimburse the Contractor for budgeted costs incurred, which are allowable under the SFWIB's guidelines, for equipment and internet connectivity services as set forth in **Article 2** of this Agreement.

The SFWIB shall reimburse the Contractor upon satisfactory submission, review and approval of the complete invoice package with the required supporting documentation:

1. The Contractor shall forward to the SFWIB an original invoice for the reimbursement being requested, along with a copy of the applicable vendor's invoice and proof of payment to the vendor (i.e. cancelled check, bank statement, or other attestation).
2. The invoice shall be signed by the Chief Executive Officer/Financial Officer of the Contractor.
3. The Contractor shall mail to the SFWIB the completed **original signed invoice** to the address set forth in **Article 18 (Notices) of the Agreement** and labeled: Attention: Finance Department.
4. The SFWIB must receive the original signed invoice no later than thirty (30) calendar days following the day that services were provided.
5. The Invoice shall reflect only the expenses incurred and paid by the Contractor for equipment and internet connectivity services set forth in this Agreement.
6. Upon satisfactory submission, review and approval of the complete invoice package with the required supporting documentation, the SFWIB shall make payment to the Contractor via Electronic Fund Transfer. The Contractor shall complete an **Authorization Agreement for payments via Direct Deposits (ACH Credits)**.
7. The Contractor agrees to maintain **originals** of cancelled checks or a legal copy of the cancelled checks, itemized invoices, receipts, payroll registers and any evidence of indebtedness as proof of expenditures. These documents shall be maintained by the Contractor in accordance with **Article 20, Audit, Inspection, Access and Retention of Records**.

**ARTICLE 5
PRIOR AGREEMENTS**

- 5.1 This document and its Attachments and Exhibits specified herein incorporate and include 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 and its Attachments and Exhibits. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

The following is a list of Attachments and Exhibits that are incorporated into this Agreement:

<u>Type</u>	<u>Number/Letter</u>	<u>Description</u>
Attachment	1	Assurances and Certifications
Attachment	2	Certification Regarding Environmental Tobacco Smoke
Attachment	3	Trafficking Victims Protection Act of 2000
Attachment	4	Code of Business Ethics Affidavit
Attachment	5	CareerSource Florida State and Local Workforce Development Board Contracting Conflict of Interest Policy
Attachment	6	Disclosure and Certification of Conflict of Interest in a Contract
Exhibit	A	Budget

- 5.2 The Parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the SFWIB under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

ARTICLE 6
CONDITIONS PRECEDENT

The Contractor shall provide to the SFWIB, prior to the execution of this Agreement, the following documentation:

1. Certificate of Corporate Status, if a Corporation. The Contractor shall submit to the SFWIB a certificate of status in the name of the Contractor, which certifies the following: that the Contractor is organized under the laws of the State of Florida or another state; that all fees and all penalties fees, related to filing of registration, re-instatement, renewal, etc., have been paid; that the Contractor's most recent annual report has been filed; that Contractor's status is active; and that the Contractor has not filed Articles of Dissolution with the State of Florida or another state.
2. Articles of Incorporation and Corporate By-Laws (If Applicable).
3. Board of Directors Requirements. The Contractor shall ensure that the Contractor's Board of Directors or governing body is apprised of the fiscal, administrative and contractual obligations of the services funded through the SFWIB by passage of a formal resolution authorizing execution of the Contract with the SFWIB, when required by the Contractor's Articles of Incorporation or Corporate By-Laws (If Applicable).
4. Limited Liability Company (LLC) Affidavit (If Applicable).
5. W-9 – Request for Taxpayer Identification Number and Certification. The Contractor shall ensure that a current form W-9 is provided to the SFWIB prior to the execution of this Agreement.

ARTICLE 7
INSURANCE

- 7.1 The Contractor shall provide to the SFWIB, prior to the execution of this Agreement, Certificates of Insurance or written verification (binders) required under this Section or as determined by the SFWIB. Such insurance policies shall be in the amounts indicated below:
 - 7.1.1 Commercial General Liability Insurance \$1,000,000.00 aggregate; this insurance shall be secured on a comprehensive basis to include contingent liability in an amount that ensures that the Contractor is protected against any suits. The SFWIB shall be the **certificate holder** and also be named as an **additional party insured** with respect to this coverage.
 - 7.1.2 Worker's Compensation Insurance coverage shall be secured for all persons employed by the Contractor in an amount that is consistent with Chapter 440, Florida Statutes.
 - 7.1.3 Workers' Unemployment Compensation/Re-employment Assistance Insurance shall be secured for each person employed by the Contractor in a manner and amount which is in accordance with federal and state laws.
- 7.2 All insurance certificates and policies secured by the Contractor shall be issued by companies authorized to perform such functions under the laws of the State of Florida.
- 7.3 All insurance certificates shall list the SFWIB as "**Certificate Holder**" in the following manner:

South Florida Workforce Investment Board
7300 Corporate Center Drive, Suite 500
Miami, Florida 33126-1234
- 7.4 The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Agreement remain in force for the duration of the effective term of this Agreement. If insurance certificates are scheduled to expire during the effective term, the Contractor shall be responsible for submitting new or renewed insurance certificates to the SFWIB prior to expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the effective term, the SFWIB may suspend the Agreement until such time as the new or renewed certificates are received by the SFWIB in the manner prescribed herein; provided,

however, that this suspended period does not exceed ten (10) calendar days. Thereafter, the SFWIB may, in its sole discretion, terminate this Agreement.

- 7.5 Provision of insurance by the Contractor, in no instance, shall be deemed to be a release, limitation, or waiver of any claim, cause of action or assessment that the SFWIB may have against the Contractor for any liability of any nature or of any kind related to performance under this Contract or otherwise.

ARTICLE 8 IMMIGRATION REFORM AND CONTROL ACT

The Contractor shall comply with the requirements of the Immigration Reform and Control Act of 1986, which requires employment verification and retention of verification forms for individuals who are hired and will perform services under the contract.

ARTICLE 9 ASSURANCE OF COMPLIANCE

The Contractor assures that Contractor is currently in compliance with, and shall maintain and ensure its compliance, as applicable, with federal, state, and local laws, which includes, but is not limited to, adherence to IRS rules and regulations requiring timely filing of tax returns and payment of payroll taxes, as applicable, throughout the term of this Agreement.

ARTICLE 10 EMPLOYMENT ELIGIBILITY VERIFICATION

10.1 Pursuant to Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, the Contractor shall:

- 10.1.1 Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the Contract term; and,
- 10.1.2 Include in all subcontracts under this Contract, the requirement that subcontractors performing work or providing services pursuant to this Contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

10.2 **E-Verify** is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. Employers are not charged for using E-Verify.

10.3 The Department of Homeland Security's E-Verify system can be found at:
http://www.dhs.gov/files/programs/gc_1185221678150.shtm

10.4 If the Contractor does not have an E-Verify MOU in effect, the Contractor must **enroll in the E-Verify** system **prior to hiring any new employee** after the effective date of this Contract

ARTICLE 11 CONFLICTS

Neither the Contractor nor its employees shall have or hold any continuing or recurring employment and contractual relationship, or both, that is substantially antagonistic or incompatible with the Contractor's loyal and conscientious exercise of judgment related to the Contractor's performance under this Agreement.

ARTICLE 12 CODES OF CONDUCT

The Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a

conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her domestic partner, or an organization which employs or is about to employ any of the Parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or Parties to sub-agreements. The Contractor agrees to comply with the Miami-Dade County, Conflict of Interest and Code of Ethics Ordinance codified at Section 2-11.1 et al. The Contractor shall set and/or adopt standards of conduct which describe obligations under Section 2-11.1 et al. and provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Contractor. The Contractor shall submit a **Code of Business Ethics Affidavit, Attachment 4**, attached hereto and incorporated herein by reference as if fully set forth herein.

ARTICLE 13 GRATUITIES

The Contractor agrees that the Contractor shall not accept a gift from, offer to give, or give any gift to any **SFWIB member, SFWIB employee, SFWIB approved Vendor**, or to any **family member** of an SFWIB member, SFWIB employee, or SFWIB approved Vendor.

The term "family member" includes, but is not limited to father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandfather, grandmother, grandson, or granddaughter and domestic partner.

The term "gift" shall refer to the transfer of anything of economic value, whether in the form of money, service, loan, travel, food, beverage, entertainment, hospitality, item or promise, or in any other form, without adequate and lawful consideration.

Violation of this provision will constitute a breach of this Contract. In addition to any other remedies available to the SFWIB, any violation of this provision will result in referral of the Contractor's name and description of the violation of this term to the State of Florida, Department of Management Services for the potential inclusion of the Contractor's name on the suspended vendors list for an appropriate period. This provision will survive the Contract for a period of two (2) years.

ARTICLE 14 APPLICABLE LAW AND VENUE

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any legal controversies or legal issues arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state courts of the Eleventh Judicial Circuit of Miami-Dade County, Florida.

ARTICLE 15 TERMINATION

- 15.1 Termination without Cause. The SFWIB may terminate this Contract without cause by providing thirty (30) days' prior written notice to the Contractor. The Contractor shall be entitled to receive compensation for services performed in accordance with the conditions set forth herein through and including the date of termination. However, the SFWIB shall not be liable for any expenses incurred by the Contractor after the effective date of termination of this Contract. The Contractor shall not be entitled to recover any cancellation charges or lost profits incurred as a result of said termination.
- 15.2 Termination for Default and Circumstances Beyond the Contractor's Control. The SFWIB may terminate this Contract for default and circumstances beyond the Contractor's control including, but not limited to, labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the Parties. In the event of termination of this Contract under this provision, neither Party will be responsible for failure or delay in performance of this Contract and the failure or delay in performance will not result in any additional charge or costs, under this Contract to either Party. The Party seeking termination of the Contract under this provision shall provide immediate notice of termination to the other Party. In no event shall notice not be provided later than thirty (30) days' of the occurrence triggering termination.

- 15.3 Termination for Cause. The SFWIB may terminate the Contract if the Contractor fails to: (1) deliver the product within the time specified in the Contract or any extension; (2) maintain adequate progress, thus endangering performance of the Contract; (3) honor any term of the Contract; or (4) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue to perform any work not terminated. The SFWIB's rights and remedies in this clause are in addition to any other rights and remedies provided by law or under the Contract. The Contractor shall not be entitled to recover any cancellation charges or lost profits.
- 15.4 Termination for Convenience. The SFWIB, by written notice to the Contractor, may terminate the Contract in whole or in part when the SFWIB determines in its sole discretion that it is in the SFWIB's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

ARTICLE 16 BREACH OF AGREEMENT

- 16.1. A non-exhaustive list of breaches of this Agreement is as follows:
- 16.1.1 The Contractor fails, in whole or in part, to provide the goods or services set forth in the solicitation, **Article 2, Statement of Work**, or other attachments or Exhibits;
 - 16.1.2 The Contractor refuses to allow the SFWIB full access to records;
 - 16.1.3 The Contractor attempts to meet the Contractor's obligations under this Contract through fraud, misrepresentation or material misstatement;
 - 16.1.4 The Contractor fails to meet the terms and conditions of any obligation under any contract or otherwise or any repayment schedule to the SFWIB or any of its agencies or instrumentalities;
 - 16.1.5 The Contractor fails to fulfill in a timely and proper manner any and all of Contractor's obligations, covenants and agreements set forth in this Agreement; and
 - 16.1.6 The Contractor fails to maintain and ensure its compliance, as applicable, with federal, state, county, and local laws, which includes, but is not limited to, adherence to IRS rules and regulations requiring timely filing of tax returns and payment of payroll taxes, as applicable, throughout the term of this Contract or any other contractual agreement the Contractor has with the SFWIB.
- 16.2. Waiver of breach of any provisions of this Agreement by the SFWIB shall not be deemed to be a waiver of any other breach of any other provision and shall not be construed to be a modification of the terms of this Agreement.

ARTICLE 17 BREACH OF AGREEMENT: SFWIB'S REMEDIES

- 17.1 If the Contractor breaches this Agreement, the SFWIB may pursue any or all of the following remedies:
- 17.1.1. The SFWIB may terminate this Agreement by providing written notice to the Contractor of such termination and specifying the effective date thereof. In the event of termination, the SFWIB may: (a) request the return of all finished or unfinished documents, data studies, surveys and reports prepared or obtained by the Contractor with the SFWIB's funds under this Agreement; (b) seek reimbursement of SFWIB's funds awarded to the Contractor under this Agreement; and (c) terminate or cancel any other contracts entered into between the SFWIB and Contractor. The Contractor shall be responsible for all program and administrative costs associated with such termination, in addition to the SFWIB's attorneys' fees;
 - 17.1.2. The SFWIB may suspend payment, in whole or in part, under this Agreement by providing written notice to the Contractor of such suspension and specifying the effective date thereof. All payments to the Contractor as of the effective date of suspension shall cease. On the effective date of suspension, if requested by the SFWIB, the Contractor shall immediately cease to provide services pursuant to this

Agreement. If payments are suspended, the SFWIB shall specify in writing the actions that shall be taken by the Contractor as a condition precedent to resumption of payments and shall specify a date for compliance;

The SFWIB may also suspend any payments, in whole or in part, under any other contracts entered into between the SFWIB and the Contractor. The Contractor shall be responsible for all program and administrative costs associated with such suspension, in addition to the SFWIB's attorneys' fees;

- 17.1.3. The SFWIB may seek enforcement of this Agreement by any action at law or equity available to the SFWIB, including, but not limited to, filing an action in a court of competent jurisdiction. The venue of any such action shall be in Miami-Dade County, Florida. The Contractor shall be responsible for all program and administrative costs of the SFWIB associated with such enforcement, in addition to the SFWIB's attorneys' fees through final resolution of the matter including appeal;
- 17.1.4. The SFWIB may debar the Contractor from future SFWIB contracting;
- 17.1.5. If, for any reason, the Contractor attempts to meet its obligations under this Agreement through fraud, misrepresentation or material misstatement, the SFWIB shall, whenever the SFWIB deems it to be in the SFWIB's best interest, terminate this Agreement by providing written notice to the Contractor of such termination and specifying the effective date thereof. In such case the SFWIB may terminate or cancel any other contracts the Contractor has with the SFWIB. The Contractor shall be responsible for all of the SFWIB's program and administrative costs associated with any such termination or cancellation, in addition to its attorney's fees. Any contractor who attempts to meet its contractual obligations with the SFWIB through fraud, misrepresentation or material misstatement may be debarred from SFWIB contracting for a period not to exceed five (5) years;
- 17.1.6. Any other remedy available at law or equity or administratively; and
- 17.1.7. All remedies provided herein and otherwise shall be deemed independent and cumulative.

ARTICLE 18 NOTICES

It is understood and agreed between the Parties hereto that written notice shall be mailed or delivered to the addresses set forth below and same shall constitute sufficient written notice hereunder. The Parties designate the following:

For South Florida Workforce Investment Board:

Rick Beasley
Executive Director
South Florida Workforce Investment Board
7300 Corporate Center Drive, Suite 500
Miami, Florida 33126-1234

For Opa-Locka Community Development Corporation, Inc.

Willie Logan, President
Opa-Locka Community Development Corporation, Inc.
490 Opa-Locka Boulevard, Suite 20
Opa-Locka, Florida 33054

ARTICLE 19 FLORIDA PUBLIC RECORDS LAW

19.1 Florida Public Records Law

- 19.1.1 The Contractor shall allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, made or received by the Contractor in connection with this Contract, except that public records which are made exempt and/or confidential from public records

disclosure by law must be protected from disclosure and includes, but is not limited to, criminal history information derived from the U.S. Department of Justice. The Contractor's failure to allow such public access shall result in the immediate termination of this Contract or any renewal. The Contractor shall maintain public records stored in electronic record keeping systems in accordance with Chapter 119, Florida Statutes, and Rule IB-26.003 of the Florida Administrative Code.

19.1.2 Pursuant to section 119.0701, Florida Statutes, the Contractor shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;
- (b) Upon request from the SFWIB's custodian of public records, provide the SFWIB with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the SFWIB; and
- (d) Meet all requirements for retaining public records and transfer to the SFWIB, at no cost to the SFWIB, all public records created, received, maintained and/or directly related to the performance of this Agreement that are in possession of the Contractor upon termination of this Agreement. Upon termination of this Agreement, the Contractor shall destroy any duplicate public records that are exempt and/or confidential from public records disclosure requirements. All records stored electronically must be provided to the SFWIB in a format that is compatible with the SFWIB's information technology systems.

19.1.3 For purposes of this Article, the term "public records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of the SFWIB's official business.

19.1.4 **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Via e-mail: recordsrequest@careersourcesfl.com
Office of the Executive Director. Telephone: 305-929-1500
South Florida Workforce Investment Board
The Landing at MIA
7300 Corporate Center Drive, Suite 500
Miami, Florida 33126-1234**

19.1.5 In the event the Contractor does not comply with the public records disclosure requirement set forth in section 119.0701, Florida Statutes and this **Article 19** of this Agreement, the SFWIB shall avail itself of the remedies set forth in **Articles 15, 16, and 17** of this Agreement.

19.1.6 A Contractor who fails to provide the public records as required by law, within a reasonable time, may be subject to penalties under section 119.10, Florida Statutes.

19.2 Confidentiality of Records

19.2.1 The Contractor shall maintain the confidentiality of any information regarding program participants that identifies or may be used to identify program participants and which may be obtained through proposal

forms, interviews, tests, reports from public agencies or counselors, or any other source. The Contractor shall not divulge such information without the written permission of the participant, or participant's responsible parent or guardian when authorized by law, if applicable, except that such information which is necessary, as determined by the SFWIB, for purposes related to the performance or evaluation of the Contract may be divulged to the SFWIB or such other persons as the SFWIB may designate who have responsibilities for monitoring or evaluating the services and performances under the Contract, or to governmental authorities to the extent necessary for the proper administration of the law and the provision of services. All releases of information shall be in accordance with applicable federal and state laws as well as the policies and procedures of the SFWIB. No release of information by the Contractor, if such release is required by federal or state law, shall be construed as a breach of this Contract.

ARTICLE 20
AUDIT, INSPECTION, ACCESS, AND RETENTION OF RECORDS

20.1 The Contractor shall permit the SFWIB or the SFWIB's designees, the State of Florida and the federal government or any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy or transcribe the Contractor's books, records, and accounts that are related to this Agreement. The Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement where applicable, and includes, but shall not be limited to:

20.1.1 Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

20.1.2 The SFWIB may immediately terminate this Agreement or any renewal in the event that the Contractor refuses to allow public access to all documents, papers, letters, or other material made or received by the Contractor in connection with this Agreement, unless the records are exempt from S.24 (a) of Article I of the Florida Constitution and Chapter 119, Florida Statutes.

20.2 The Contractor shall preserve and make available, at reasonable times for examination and audit by the SFWIB or the SFWIB's designees, the State of Florida and the federal government or any other duly authorized agent of a governmental agency, all financial records, supporting documents, statistical records, and any other documents (including storage media) pertinent to this Agreement for the required retention period of the Florida Public Records Law (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Law is not applicable, for a minimum period of **five (5)** years after termination of this Agreement or any renewal. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or **five (5)** years, whichever is later, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Law is determined by the SFWIB or any court of competent jurisdiction to be applicable to the Contractor's records, the Contractor shall comply with all requirements thereof; however, the Contractor shall not violate confidentiality or non-disclosure requirement of either federal or state law. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the SFWIB's disallowance and recovery of any payment based upon such entry.

ARTICLE 21
NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

21.2 As a condition of the award of financial assistance from the Department of Labor under Title I of the Workforce Innovation and Opportunity Act, and the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, the Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

21.1.1 Section 188 of the Workforce Innovation and Opportunity Act (WIOA), which prohibits discrimination against all individuals in the United States on the bases of race, color, religion, sex, gender identity, gender expression or sex stereotyping (except as otherwise permitted under Title IV of the Education Amendments of 1972), 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 - financially assisted program or activity;

- 21.1.2 Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000d et seq.), as amended, which prohibits discrimination against qualified individuals on the bases of race, color and national origin;
 - 21.1.3 Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794), as amended, which prohibits discrimination against qualified individuals with disabilities;
 - 21.1.4 Title IX of the Education Amendments of 1972, (20 U.S.C. 1681 et seq.), as amended, which prohibits discrimination on the basis of sex in educational programs;
 - 21.1.5 The Age Discrimination Act of 1975, (42 U.S.C. 6101), as amended, which prohibits discrimination on the basis of age;
 - 21.1.6 Section 654 of the Omnibus Budget Reconciliation Act of 1981 (42 U.S.C. 9849), as amended, which prohibits discrimination on the bases of race, creed, color, national origin, sex, handicapping condition, political affiliation or beliefs;
 - 21.1.7 Titles I (42 U.S.C. 12111 et seq.), II (42 U.S.C. 12131 et seq.) and III (42 U.S.C. 12181 et seq.) of the Americans with Disabilities Act of 1990, as amended, which prohibit discrimination on the basis of disability, respectively, by: (a) private employers, state and local governments, employment agencies and labor unions that employ 15 or more employees; (b) state and local government entities (“public entities”) and requires public entities to provide persons with disabilities an equal opportunity to benefit from their programs, services and activities; and (c) places of public accommodations and mandates that places of public accommodations and commercial facilities be designed, constructed, and altered in compliance with specific accessibility standards;
 - 21.1.8 Executive Order (EO) No. 11246, “Equal Employment Opportunity,” as amended by EO No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor”; and in Department of Labor regulation 29 CFR Parts 33 and 37 as well as 45 CFR Part 80; and Part 92, if applicable;
 - 21.1.9 Equal Employment Opportunity in Apprenticeship and Training (29 CFR Part 30); and
 - 21.1.10 Chapter 11A of the Code of Miami-Dade County, Florida which, among other things, prohibits discrimination in employment and places of public accommodations on the bases of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, status as a victim of domestic violence, dating violence and stalking, gender identity, gender expression or sexual orientation.
- 21.2 The Contractor also assures that it will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to the Contractor’s operation of the WIOA Title I and TANF - financially assisted program or activity and to all agreements the Contractor makes to carry out the WIOA Title I and TANF - financially assisted program or activity. The Contractor understands the United States has the right to seek judicial enforcement of this assurance. The Contractor shall provide a completed **Assurances and Certifications, Attachment 1.**

**ARTICLE 22
THIRD PARTY BENEFICIARIES**

Neither the Contractor nor the SFWIB intend to directly or indirectly benefit any third party by entering into this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert any claim against either of the Parties hereto based upon this Agreement. The Parties expressly acknowledge that it is not their intent to create any rights or obligations as to any third person or entity.

**ARTICLE 23
MATERIALITY**

The SFWIB and the Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

**ARTICLE 24
CONTINGENCY FEE**

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, the SFWIB shall have the right to terminate this Agreement immediately without liability, at its discretion, or to deduct from the cost of this Agreement or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

**ARTICLE 25
COMPLIANCE WITH LAWS**

The Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing the Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

**ARTICLE 26
SEVERABILITY**

In the event any portion of this Agreement is determined by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless the SFWIB or the Contractor elect to terminate this Agreement without cause.

**ARTICLE 27
JOINT PREPARATION**

The Parties hereto 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 their joint effort. The language agreed to expresses the Parties' 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.

**ARTICLE 28
PRIORITY OF PROVISIONS**

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any Exhibit attached hereto or documents or events or incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in **Articles 1 through 51** of this Agreement shall prevail and be given effect.

**ARTICLE 29
MODIFICATIONS**

Any alterations, variations, modifications, extensions or waivers of provisions of this Contract shall only be valid when they have been reduced to writing, duly approved and signed by both Parties hereto.

**ARTICLE 30
AUTONOMY**

Both Parties agree that this Contract recognizes their independence and autonomy and implies no affiliation of any kind between the contracting Parties. The Contractor is an independent contractor in all respects under this Contract. It is expressly understood, agreed and intended that the Contractor is only a recipient of funding from the SFWIB and is not an agency or instrumentality of any kind of the SFWIB. Furthermore, the Contractor's, officers, agents, servants, and

employees are not officers, agents, servants, or employees of the SFWIB or any of the SFWIB's agencies or instrumentalities.

ARTICLE 31 INDEMNIFICATION

- 31.1 All Entities Which are Not Florida Governmental Entities. The Contractor shall indemnify and hold harmless the SFWIB, and its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the SFWIB and its officers, employees, agents, servants, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or the Contractor's officers, employees, agents, servants, partners, principals or subcontractors or any other individual performing work on the Contractor's behalf under this Contract. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the SFWIB, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The Contractor expressly understands and agrees that any insurance policies required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the SFWIB and its officers, employees, agents, servants, agencies and instrumentalities as herein provided.
- 31.2 Term of Indemnification. The provisions of this indemnification shall survive the expiration of this Agreement and shall terminate upon the expiration of the applicable statute of limitation.

ARTICLE 32 PUBLIC ANNOUNCEMENTS AND ADVERTISING

The Contractor may not undertake any publicity or publish for public consumption information about Contractor's programs or program participants without prior review and written approval by the SFWIB.

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, Contractor shall clearly state (1) the percentage of the total costs of the program or project that will be financed with the federal money; (2) the dollar amount of federal funds for the project or program; and (3) percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

ARTICLE 33 DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

A contract award (see 2 CFR 180.220) must not be made to Parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of Parties debarred, suspended, or otherwise excluded by agencies, as well as Parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor shall provide a completed **Assurances and Certifications, Attachment 1**.

ARTICLE 34 GOVERNMENT-WIDE REQUIREMENTS FOR DRUG-FREE WORKPLACE

The Contractor shall comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 29 CFR part 94. The Contractor shall provide a completed **Assurances and Certifications, Attachment 1**.

ARTICLE 35 CERTIFICATION REGARDING FLORIDA CLEAN INDOOR AIR ACT

The purpose of the Florida Clean Indoor Air Act is to protect people from the health hazards of second hand tobacco smoke and to implement the Florida Health initiative in Section 20, Article X of the State Constitution. However, the intent of this legislation is not to inhibit, or otherwise obstruct, medical or scientific research or smoking-cessation programs approved by the Department of Health. The Contractor shall provide a completed **Certification Regarding the Florida Clean Indoor Air Act, Attachment 2**.

**ARTICLE 36
ENVIRONMENTAL TOBACCO SMOKE**

In accordance with Part C of P.L. 103-227, the "Pro-Children Act of 1994", smoking is prohibited in any portion of any indoor facility owned or leased or contracted by an entity and used regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs whether directly or through state or local governments. Federal programs include grants, cooperative agreements, loans, and loan guarantees, and contracts. 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 and alcohol treatment. The Contractor shall provide a completed **Certification Regarding Environmental Tobacco Smoke, Attachment 2**.

**ARTICLE 37
PUBLIC ENTITY CRIMES (SECTION 287.133, FLORIDA STATUTES)**

The Contractor shall comply with the Public Entity Crimes Act (section 287.133, Florida Statutes) and the Contractor certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, Florida Statutes, nor placed on the convicted vendor list. The Contractor understands and agrees that the Contractor is required to immediately inform the SFWIB upon any change of circumstances regarding this status. The Contractor shall provide a completed **Assurances and Certifications, Attachment 1**.

**ARTICLE 38
SARBANES-OXLEY ACT 2002**

38.1 The Contractor assures that it shall comply with the two provisions of the Sarbanes-Oxley Act (SOX) that apply to all corporate entities, including non-profit organizations. These two provisions are as follows:

38.1.1 It is a crime to alter, cover up, falsify, or destroy any document that may be relevant to an official investigation (SOX, section 1102, section 1512 of Title 18, USC).

38.1.2 It is illegal for any corporate entity to punish whistleblowers or retaliate against any employee who reports suspected cases of fraud or abuse (SOX, section 1107, section 1513 of Title 18, USC).

38.2 The Contractor shall provide a completed **Assurances and Certifications, Attachment 1**.

**ARTICLE 39
COMPLIANCE WITH ENERGY EFFICIENCY PROVISION**

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

**ARTICLE 40
COMPLIANCE WITH SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT, AS AMENDED BY THE
RESOURCE CONSERVATION AND RECOVERY ACT FOR THE PROCUREMENT OF
RECOVERED MATERIALS**

The requirements of section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000.00 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.00; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. The Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the RCRA.

ARTICLE 41
ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING
RESTRICTIONS ASSURANCE (PUB. L. 111-117)

As a condition of the Contract, the Contractor assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act of 2010, Division E, section 511 (Pub. L. 111-117). The Continuing Appropriation Act, 2011, section 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117. The Contractor shall provide a completed **Assurances and Certifications, Attachment 1**.

ARTICLE 42
DISCRIMINATORY VENDORS

42.1 The Contractor shall disclose to the SFWIB if the Contractor appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, Florida Statutes may not:

- 42.1.1 Submit a bid on a contract to provide any goods or services to a public entity;
- 42.1.2 Submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- 42.1.3 Submit bids on leases of real property to a public entity; or
- 42.1.4 Be awarded or perform as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or transact business with any public entity.

42.2 The Contractor shall provide a completed **Assurances and Certifications, Attachment 1**.

ARTICLE 43
TRAFFICKING VICTIMS PROTECTION ACT OF 2000

The Contractor shall comply with the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g)). The full text of **2 CFR 175.15, Award Term**, is provided as **Trafficking Victims Protection Act of 2000, Attachment 3**.

ARTICLE 44
EQUAL TREATMENT FOR FAITH-BASED ORGANIZATIONS

Equal Treatment For Faith Based Organizations, 45 CFR 87 prohibits any state or local government receiving funds under any Department program, or any intermediate organization with the same duties as a governmental entity, from discriminating for or against an organization on the basis of the organization's religious character or affiliation.

Equal Treatment For Faith Based Organizations, 45 CFR 87 prohibits religious organizations from engaging in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance.

Equal Treatment For Faith Based Organizations, 45 CFR 87 prohibits an organization that participates in programs funded by direct financial assistance from the Department, in providing services, from discriminating against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

Any restrictions on the use of grant funds shall apply equally to religious and non-religious organizations.

ARTICLE 45
CHARITABLE CHOICE (45 CFR § 260.34)

A State or local government in its use of federal TANF or State Maintenance of Effort (MOE) funds shall not, in the selection of service providers, discriminate for or against an organization that applies to provide, or provides TANF services or benefits on the basis of the organization's religious character or affiliation.

No federal TANF or State MOE funds provided directly to participating organizations may be expended for inherently religious activities, such as worship, religious instruction, or proselytization.

A religious organization that receives federal TANF or State MOE funds shall not, in providing program services or benefits, discriminate against a TANF applicant or recipient on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to actively participate in a religious practice.

If an otherwise eligible TANF applicant or recipient objects to the religious character of a TANF service provider, the recipient is entitled to receive services from an alternative provider to which the individual has no religious objection. If a non-governmental intermediate organization, acting under a contract or other agreement with a state or local government, is given the authority under the contract or agreement to select non-governmental organizations to provide federal TANF or MOE funded services, the intermediate organization must ensure that there is compliance with the Charitable Choice statutory provisions and these regulations (45 CFR §260.34).

ARTICLE 46 VETERAN'S PRIORITY PROVISIONS

Federal grants for qualified job training programs funded, in whole or in part, by the U.S. Department of Labor are subject to the provisions of the "Jobs for Veterans Act" (JVA), P.L. 107-288. The JVA provides priority of services to veterans and spouses of certain veterans for the receipt of employment, training, and placement services. To obtain priority service, a person must meet the program's eligibility requirements. 20 CFR Part 1010 provides general guidance on the scope of the veteran's priority statute.

ARTICLE 47 INTERGOVERNMENTAL PERSONNEL ACT

The Contractor shall comply with the requirements of the Intergovernmental Personnel Act (42 USC §4701).

ARTICLE 48 ADMINISTRATIVE PROVISIONS UNDER TITLE I OF THE WORKFORCE INNOVATION AND OPPORTUNITY ACT ADMINISTRATIVE RULES, COSTS AND LIMITATIONS

The Contractor shall comply with the requirements of the Administrative Provisions under Title I of the Workforce Innovation and Opportunity Act Administrative Rules, Costs and Limitations (20 CFR Part 683, Subpart B).

ARTICLE 49 UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND AGREEMENTS WITH INSTITUTIONS OF HIGHER EDUCATION, HOSPITALS, AND OTHER NON-PROFIT ORGANIZATIONS

The Contractor shall comply with the Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (2 CFR §215.48).

ARTICLE 50 AUTHORITY TO EXECUTE AGREEMENT

Each person executing this Agreement represents and warrants that he or she is duly authorized and has full legal authority to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the other Party and enforceable in accordance with its terms.

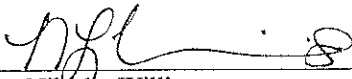
ARTICLE 51 INCORPORATION OF COMPLIANCE WITH SPECIFIC APPROPRIATION 2006 OF THE 2011 GENERAL APPROPRIATIONS ACT PROVISIO AND 2011 APPROPRIATIONS IMPLEMENTING BILL REQUIREMENTS BY REFERENCE

The requirements of "the Specific Appropriation 2006, and associated proviso, of the 2011 General Appropriation Act, section 445.007, Florida Statutes" set forth in **Attachment 5 (CareerSource Florida State and Local Workforce Development Board Contracting Conflict of Interest Policy)** attached hereto are incorporated herein by reference and Contractor agrees to comply with same. The Contractor shall provide a completed **Disclosure and Certification of Conflict of Interest in a Contract, Attachment 6 (Applicable for contracts exceeding \$25,000.00)**.

SIGNATORY FORM

IN WITNESS HEREOF THE PARTIES HERETO HAVE CAUSED TO BE EXECUTED BELOW THE SIGNATURES OF THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO WHO ARE FULLY AND DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE RESPECTIVE PARTIES HERETO:

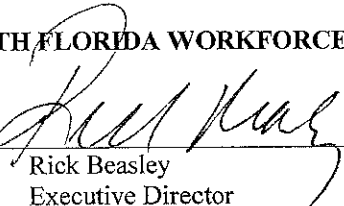
AUTHORIZED SIGNATURE FOR: **Opa-Locka Community Development Corporation, Inc.**
PROGRAM ENTITLED: **Equipment and Internet Connectivity for TechHire Center**
INDEX CODE: **81748**
CFDA: **WIOA AD 17.258; WIOA DW 17.278; WIOA RR: 17.278; TANF 93.558; FSET: 10.561; UC/REA/RESEA 17.225; RET 93.584; VET DVOP 17.801; VET LVER 17.801; TAA 17.245; Wagner Peyser 17.207; Wagner Peyser Incentives 17.207; Military Family Employment Program 17.207; WIA Incentives 17.258, 17.259, 17.278**

BY: 

Nikisha Williams
COO
Opa-Locka Community Development Corporation, Inc.

06/27/2018
Date

SOUTH FLORIDA WORKFORCE INVESTMENT BOARD

BY: 

Rick Beasley
Executive Director
South Florida Workforce Investment Board

6/29/18
Date

ASSURANCES AND CERTIFICATIONS

The South Florida Workforce Investment Board (SFWIB) will not award funds where the Contractor has failed to accept the **ASSURANCES AND CERTIFICATIONS** contained in this section. In performing its responsibilities under this agreement, the Contractor hereby certifies and assures that it will fully comply with the following:

- A. Certification Regarding Debarment, Suspension and Other Responsibility Matters (29 CFR Part 98)
- B. Certification Regarding Lobbying (29 CFR Part 93)
- C. Certification Regarding Drug-Free Workplace Requirements (29 CFR Part 94)
- D. Non-discrimination and Equal Opportunity Assurances (29 CFR Part 38)
- E. Certification Regarding Public Entity Crimes (section 287.133, Florida Statutes)
- F. Sarbanes-Oxley Act of 2002
- G. Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)
- H. Scrutinized Companies Lists Certification (section 287.135, Florida Statutes)
- I. Discriminatory Vendors (section 287.134, Florida Statutes)

By signing the agreement, the Contractor is providing the above assurances and certifications as detailed below:

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

As required by the regulation implementing Executive Orders No. 12549 and 12689, Debarment and Suspension, 29 CFR 98, the Contractor certifies to the best of the Contractor's knowledge and belief, to the following:

1. The Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department, agency or subcontractor;
2. The Contractor has not, within a three-year period preceding this application/proposal/contract, 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 Agreement 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. The Contractor is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph A.2 of this certification; and
4. The Contractor has not, within three-year period preceding this application/proposal/contract, had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall comply with the language of the certification with regards to the Contractor's subcontractors. The Contractor shall ensure and require the same certification from its subcontractor(s), which shall be forwarded to the SFWIB along with the request to subcontract as required by this solicitation/Contract.

Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall submit an explanation to the SFWIB attached to this form.

B. CERTIFICATION REGARDING LOBBYING

The Contractor certifies, to the best of the Contractor's 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 a Contractor, a Member of Congress, 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.
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 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 Contractor shall require that the language of this certification be included in the award documents for "all" sub-awards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose the same accordingly.

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 the Byrd Anti-Lobbying Amendment 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.

C. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor assures and guarantees that the Contractor shall comply with the federal Drug Free Workplace Act of 1988, its implementing regulations codified at 29 CFR 94, subpart F, and the Drug-Free Workplace Rules established by the Florida Worker's Compensation Commission.

D. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY ASSURANCES

As a condition of the award of financial assistance from the Department of Labor under Title I of the Workforce Innovation and Opportunity Act, and the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, the Contractor 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 (WIOA), which prohibits discrimination against all individuals in the United States on the bases of race, color, religion, sex, gender identity, gender expression or sex stereotyping (except as otherwise permitted under Title IV of the Education Amendments of 1972), 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 - financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000d et seq.), as amended, which prohibits discrimination against qualified individuals on the bases of race, color and national origin;
3. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794), as amended, which prohibits discrimination against qualified individuals with disabilities;
4. Title IX of the Education Amendments of 1972, (20 U.S.C. 1681 et seq.), as amended, which prohibits discrimination on the basis of sex in educational programs;
5. The Age Discrimination Act of 1975, (42 U.S.C. 6101), as amended, which prohibits discrimination on the basis of age;

Attachment 1

6. Section 654 of the Omnibus Budget Reconciliation Act of 1981 (42 U.S.C. 9849), as amended, which prohibits discrimination on the bases of race, creed, color, national origin, sex, handicapping condition, political affiliation or beliefs;
7. Titles I (42 U.S.C. 12111 et seq.), II (42 U.S.C. 12131 et seq.) and III (42 U.S.C. 12181 et seq.) of the Americans with Disabilities Act of 1990, as amended, which prohibit discrimination on the basis of disability, respectively, by: (a) private employers, state and local governments, employment agencies and labor unions that employ 15 or more employees; (b) state and local government entities ("public entities") and requires public entities to provide persons with disabilities an equal opportunity to benefit from their programs, services and activities; and (3) places of public accommodations and mandates that places of public accommodations and commercial facilities be designed, constructed, and altered in compliance with specific accessibility standards;
8. Executive Order (EO) No. 11246, "Equal Employment Opportunity," as amended by EO No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor"; and in Department of Labor regulation 29 CFR Parts 33 and 37 as well as 45 CFR Part 80; and Part 92, if applicable;
9. Equal Employment Opportunity in Apprenticeship and Training (29 CFR Part 30); and
10. Chapter 11A of the Code of Miami-Dade County, Florida which, among other things, prohibits discrimination in employment and places of public accommodations on the bases of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, status as a victim of domestic violence, dating violence and stalking, gender identity, gender expression or sexual orientation.

The Contractor also assures that it will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to the Contractor's operation of the WIOA Title I and TANF - financially assisted program or activity and to all agreements the Contractor makes to carry out the WIOA Title I and TANF - financially assisted program or activity. The Contractor understands the United States has the right to seek judicial enforcement of this assurance.

E. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, FLORIDA STATUTES

The Contractor hereby certifies that neither the Contractor, nor any person or affiliate of the Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, Florida Statutes, nor placed on the convicted vendor list.

The Contractor understands and agrees that the Contractor is required to inform the SFWIB immediately upon any change in circumstances regarding this status.

F. SARBANES-OXLEY ACT OF 2002

It is the policy of the SFWIB to comply with the requirements of the Sarbanes-Oxley Act of 2002, sections 1102 and 1107, set forth by the Act, the United States Code Title 18, sections 1512 and 1513, as amended, and the requirements of the Workforce Board. By signing below, the Contractor assures that the Contractor will comply with the Sarbanes-Oxley Act provisions as set forth below:

Provisions of the Act – Title XI – Corporate Fraud Accountability

Section 1102 – Tampering with a record or otherwise impeding an official proceeding – "Whoever corruptly: 1) alters, destroys, mutilates, or conceals a record, document or other object, or attempts to do so, with the intent to impair the object's integrity or availability for use in an official proceeding 2) otherwise obstructs, influences, or impedes any official proceeding, or attempts to do so, shall be fined under this title or imprisoned not more than 20 years, or both".

Section 1107 – Retaliation against Informants – "Whoever knowingly, with the intent to retaliate, takes any action harmful to any person, including interference with the lawful employment or livelihood of any person, for providing to a law enforcement officer any truthful information relating to the commission or possible commission of any federal offense, shall be fined under this title or imprisoned not more than 10 years, or both".

G. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (PUB. L. 111-117)

As a condition of a contract, the Contractor assures that the Contractor will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, section 511 (Pub. L. 111-117). The Continuing Appropriation Act, 2011, section 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

H. SCRUTINIZED COMPANIES LISTS CERTIFICATION, SECTION 287.135, FLORIDA STATUTES

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified in the section entitled "Contractor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

I. DISCRIMINATORY VENDORS, SECTION 287.134, FLORIDA STATUTES

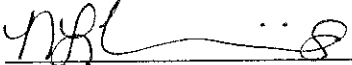
The Contractor shall disclose to the SFWIB if the Contractor appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to section 287.134, Florida Statutes may not:

- (a) Submit a bid on a contract to provide any goods or services to a public entity;
- (b) Submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
- (c) Submit bids on leases of real property to a public entity; or
- (d) Be awarded or perform as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or transact business with any public entity.

BY SIGNING BELOW, THE CONTRACTOR CERTIFIES AND ASSURES THAT THE CONTRACTOR WILL FULLY COMPLY WITH THE APPLICABLE ASSURANCE OUTLINED IN PARTS A THROUGH I, ABOVE.

Opd-locka CDC
Contractor Name

Nikisha Williams, COO
*Name and Title of Authorized Representative


Signature of Authorized Representative


06/27/2018
Date

*The signatory should be fully and duly authorized to execute agreements on behalf of the Contractor named above.

**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE
FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS**

Public Law 103-227, 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 facility owned or leased or contracted for by an entity and used routinely or regularly for the 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 \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.


Signature

06/27/2018
Date

Nikisha Williams, COO
Name and Title of Authorized Representative

opa-locka Community Dev. Corp.
Name of Organization

Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104(g))
2 CFR § 175.15, Award Term

I. Trafficking in persons.

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, sub-recipients under this award, and sub-recipients' 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 the award or sub-awards under the award.
2. The Department of Labor, Federal awarding agency, may unilaterally terminate 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 are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR part 376.

b. Provisions applicable to a recipient other than a private entity. The Department of Labor may unilaterally terminate this award, without penalty, if a sub-recipient that is a private entity--

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 by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either--
 - i. Associated with performance under this award; or
 - ii. Imputed to the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR part 376.

c. Provisions applicable to any recipient.

1. You must inform the Department of Labor immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally, which is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to the Department of Labor under this award.
3. You must include the requirements of paragraph a.1 of this award term in any sub-award you make to a private entity.

d. Definitions. For purposes of this award term:

1. "Employee" means either:
 - i. An individual employed by you or a sub-recipient 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":
 - i. 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.
 - ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than on included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - B. 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).

CODE OF BUSINESS ETHICS AFFIDAVIT

Code of Miami-Dade County Section 2-8.1(i)

I, being duly sworn, hereby state and certify that this firm has adopted a Code of Business Ethics that is fully compliant with the requirements of Section 2-8.1(i) of the Code of Miami-Dade County as amended. I further acknowledge that failure to comply with the adopted Code of Business Ethics shall render any contract with Miami-Dade County voidable, and subject this firm to debarment from County work pursuant to Section 10-38(h)(2) of the Code of Miami-Dade County as amended. I further acknowledge that failure to submit this affidavit shall render this firm ineligible for contract award.

By: [Signature] 06/27 20 18
Signature of Affiant Date

Nikisha Williams, COO 59-2110616351
Printed Name of Affiant and Title Federal Employer Identification Number

opa-locka Community Development Corporation
Printed Name of Firm

490 opa-locka Blvd, St 20, opa-locka, FL 33054
Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this 27 day of June, 2018

He/She is personally known to me or has presented FLDL W452632827530 as identification.
Type of identification

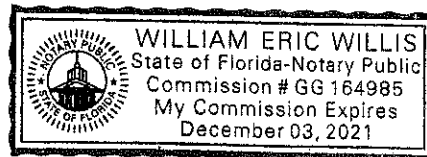
[Signature]
Signature of Notary

GG164985
Serial Number

William Eric Willis
Print or Stamp Name of Notary

Dec 3, 2021
Expiration Date

Notary Public -- State of Florida



Notary Seal



**STATE AND LOCAL WORKFORCE DEVELOPMENT BOARD
CONTRACTING CONFLICT OF INTEREST POLICY**

BACKGROUND

The following policy was established in accordance with proviso language for Specific Appropriation 2214 of the 2010 General Appropriations Act and the 2010 Appropriations Implementation Bill and continued in accordance with Specific Appropriation 2006 of the 2011 General Appropriations Act.

The proviso language for Specific Appropriation 2006 prohibited the use of state or federal funds by a regional workforce board "for any contract exceeding \$25,000 between a regional workforce board] and a member of that board that has any relationship with the contracting vendor, unless the contract has been reviewed by the Agency for Workforce Innovation and [CareerSource Florida, Inc. (CSF)]" The proviso language was incorporated into and made a part of this policy.

This policy was modified in 2011 to prohibit a contract between local workforce development boards (local) and their board members or other persons or entities that may benefit financially from a contract (as defined in paragraph I(g) below), providing four exemptions to the prohibition to allow the workforce boards to provide statutorily-mandated services.

This policy was again modified in 2012 to comply with the Legislature's adoption of Chapter 201229, Laws of Florida, requiring contracts under \$25,000 to be reported to CSF and requiring that contracts with relatives of workforce board employees be approved by a two-thirds vote and go through the review and approval process.

The policy currently complies with section 445.007(1) and (11), Florida Statutes.

POLICY

I) Definitions

For the purposes of this policy, the following definitions apply:

- a) "Board" means one of Florida's 24 local boards or CSF.
- b) "Contract" means a written agreement funded by state or federal funds, to which a local board or CSF is one of the parties. It includes the initial contract and all amendments, renewals or extensions. For the purposes of this policy, "contract" includes the proposed contract. This term does not include:

- i) Retail purchases for which no written contract is executed;
 - ii) The purchase of utility services for use by a board;
 - iii) Staff employment contracts (other than contracts with members of a board or relatives of board members); and,
 - iv) Membership fees and sponsorships to professional organizations.
- c) "Entire board" means the complete membership of the board at the time a contract is submitted to a vote. It includes board members who have a relationship with the contracting vendor and who therefore must abstain on the vote on the contract. Membership of the board includes non-voting members.
- d) "Quorum" means that minimum number of members of the board required to be present for the board to transact business as established by the board's bylaws (or, in the absence of bylaws, as has otherwise been established by the board.)
- e) "When a quorum has been established" means the contemporaneous meeting of a sufficient number of members to constitute a quorum, in person and/or through accepted electronic means.
- f) "has any relationship with the contracting vendor" means the member is an owner or a principal of the vendor, or a principal of the vendor has retained the member, or the parent organization or subsidiary of a corporate principal of the vendor has retained the member or a member's known relative or member's business associate is an owner of the vendor. For purposes of this policy, vendor, contractor and sub recipient are the same.
- g) "benefit financially from a contract" means the special private financial gain to a member, a special private financial gain to any principal who retains the member, the special private financial gain of the parent organization or subsidiary of a corporate principal who retains the member or the special private financial gain to any member's relative or business associate or to a board employee or a board employee's relative and such benefit is not remote or speculative. "Personally benefit financially" means a special private financial gain to a member only.
- h) "Owner" means any ownership interest in a privately owned contracting entity or a majority interest in a publicly held contracting entity.
- i) "Principal of a contractor" means an owner or high-level management employee with decision-making authority.

- j) "Employee" means a person employed full-time by a local board working in a managerial or supervisory capacity or who has direct contract management or direct fiscal involvement with the contract being voted on by a board.
- k) "Relative" is defined as "father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law." Section 12.3143(1)(c), Florida Statutes.
- l) "Utility services" include telephone, cable, electricity, water, gas, waste and sewage services, and other similar services.
- m) "Federal, state or other governmental workforce programs" means Incumbent Worker Training (section.445.003(3)(a)(3), F.S.), Quick Response Training (Section 288.047, Florida Statutes), Employed Worker Training, On the Job Training, customized training and other career center training provider services.

II) Prohibition Against a Board Contracting with its Board Members

No board (CSF or a local board) shall enter into a contract with its board members, with organizations represented by its board members or with entities in which its board members have a relationship with the contracting vendor.

At a board's discretion, the following may be exempted from the above paragraph:

- a) A contract with an agency (as defined in section 112.312(2), Florida Statutes, including, but not limited to, those statutorily required to be board members) when said agency is represented by a board member and said member does not personally benefit financially from such contracts.
- b) A contract with a board member or a vendor (when a board member has any relationship with the contracting vendor) in which the contract relates to that member's appointment to the board under section 107(a)(2), Public Law 113-128, Workforce Innovation and Opportunity Act of 2014 (WIOA).
- c) A contract with a board member receiving a grant for workforce services under federal, state or other governmental workforce programs.
- d) A contract between a board and a board member which is not exempted under paragraphs II(a), II(b) or II(c) in which the board documents exceptional circumstances and/or need and the board member does not personally benefit financially from the contract. Based upon criteria developed by CSF, DEO shall review the board's documentation and assure compliance.
- e) Each contract that is exempted from the general prohibition in paragraph II must meet the requirements set forth in paragraph III below, including, but not limited to, the

requirements of the criteria established in the "conflict of interest" provisions under section 101(f), Workforce Innovation and Opportunity Act of 2014. However, since section 445.007(11), FS requires CSF to perform the review and approval process pertaining to local board contracts, CSF contracts shall not be subject those provisions of this policy pertaining to review and approval processes.

III) Requirements of Section 445.007, Florida Statutes

A board must comply with all requirements of section 445.007, Florida Statutes, prior to contracting with a board member or other person or entity who could benefit financially from a contract (as defined in paragraph I(g) above). These requirements are:

- a) All contracts between a board and a board member or other person or entity who may benefit financially from a contract (as defined in paragraph I(g) above) must be approved by a two-thirds vote of the board when a quorum has been established and the approval of such contracts shall not be delegated to staff or committees.
- b) The fact that a board member or other person or entity could benefit financially from a contract (as defined in paragraph I(g) above) must be disclosed in a board meeting and must be recorded in the minutes of said meeting before a vote is taken. The board member's absence from the meeting does not relieve the board from the disclosure and two-thirds vote requirements. All other known conflicts must be disclosed before a vote can take place. If a board member or employee discovers a conflict of interest after the vote, then the conflict must be disclosed in a procedure consistent with section 112.3143(4)(b), Florida Statutes. Board members who could benefit financially from the contract or who have any relationship with the contracting vendor (as defined in paragraph I(f) above) must abstain from voting on the contract. A board member's designee cannot vote in the place of a board member who is required to abstain.
- c) Board contracts equal to or greater than \$25,000 shall not be executed prior to the written approval of CSF.
- d) A board must submit all contracts equal to or greater than \$25,000 with board members or other persons or entities who could benefit financially from the contract to DEO along with documentation, as specified by this policy, demonstrating compliance with section 445.007, Florida Statutes.
- e) A contract of less than \$25,000 between a local board and a member of that board or between a relative of a board member or of an employee of the board is not required to have the prior approval of CSF, but must be approved by a two-thirds vote of the board, once a quorum is established and after full disclosure, with the member's abstention and must be reported to DEO and CSF within 30 days after approval.

- f) Contracts with a board member or other persons or entities who could benefit financially from the contract (as defined in paragraph l(g) above) in which the board will receive monies or other compensation (such as a board member paying rent to the board or paying for board services) are exempt from this policy.
- g) The term "contract" includes the initial contract and all amendments, renewals, or extensions. Renewals or extensions of contracts with a board member or persons or entities who could benefit financially from said contract must be approved under the same procedure as original contracts. Any amendments to a contract that could benefit financially a board member or another person or entity (as defined in paragraph l(g) above) must be approved under the same procedure as if the amendment were an original contract. Any amendments that do not benefit financially a board member or other person or entity (as defined in paragraph l(g) above) may be approved by a regular majority vote when there is a quorum according to board rules and/or bylaws.
- h) All other requirements of section 445.007, Florida Statutes, must be met. For example, a board member must continue to disclose any conflict of interest in a manner that is consistent with the procedures outlined in section 112.3143, Florida Statutes.
- i) To comply with the requirements of section 445.007, Florida Statutes, a board's policy shall advise and require board employees to disclose known conflicts of interest and notify the board of any contracts which may benefit them personally or their relatives. To comply with the requirements of section 445.007, Florida Statutes, a board's policy shall advise and require all parties to a contract to disclose all known conflicts of interest and notify the board of all board members or other persons or entities known to benefit financially from the contract (as defined in paragraph l(g) above).
- j) A contract that is initially subject to the requirements of section 445.007, Florida Statutes, due to a board member's, an employee's, an employee's relative's, or another person's or an entity's conflicts of interest at the time of approving the contract is not subject to these procedures after the departure of the member from the board membership, the departure of the employee from the board's employment or other actions have removed the conflicts of interest.
- k) The above requirements do not eliminate or diminish a board's obligations to comply with the "conflict of interest" provisions under section 101(f), Public Law 113-128, (WIOA).

IV) Review Criteria

Contracts equal to or greater than \$25,000 with a board member or other person or entity who could benefit financially from the contract (as defined in paragraph l(g) above) must be reviewed by DEO to ensure that these requirements have been met:

- a) The contract met one or more of the exemptions to the prohibition under paragraph II;
- b) The board approved the contract with a two-thirds vote when a quorum was established;
- c) Board members who could benefit financially from the contract or board members who have any relationship with the contracting vendor disclosed any such conflicts prior to the board vote on the contract; and,
- d) Board members who could benefit financially from the contract or board members who have any relationship with the contracting vendor abstained from voting.

V) Required Documentation

For each contract equal to or greater than \$25,000, a board must electronically submit, after the board's approval of the contract, a completed contract information form certified by the board chair or vice chair as correct and true to WorkforceContract.Review@deo.myflorida.com containing the following information:

- a) Identification of all parties to the contract;
- b) Description of goods and services to be procured;
- c) Value of the contract, contract renewal or contract extension;
- d) Contract term including starting date and ending date;
- e) Contract number or identifying information, if any;
- f) Identification of board member or employee whose conflict of interest required the board's approval of the contract by a two-thirds vote;
- g) The nature of the conflict of interest in the contract;
- h) A certified board membership roster listing all members on the board at the time of the vote on the approval of the contract with a vote tally indicating attendance or absence at the meeting and, for those in attendance, the affirmative and negative votes and abstentions for each member;
- i) Dated and executed conflict of interest forms, which are consistent with the procedures outlined in section 112.3143, Florida Statutes, submitted at or before the board meeting in which the vote took place, for board members who have any relationship with the contracting vendor (as defined in paragraph I(f) above); and,

- j) Other information as specified on the contract information form.

DEO and CSF will review this documentation to ensure compliance with the statutory requirements listed in paragraph III above. Failure to timely provide all required documentation or failure to complete the form shall result in immediate disapproval of the contract and require resubmission of documentation and form. DEO will electronically submit in writing to CSF, within five (5) business days of receiving all of the required documentation, its recommendation of whether the statutory requirements were met. CSF will then electronically transmit in writing within three (3) business days after receipt of DEO's written recommendation its approval or disapproval.

The board may not execute the contract until CSF approves the contract. However, the contract must be executed and performance begun within a reasonable time following approval. Seeking "blanket" approval for potential future contracts with board members is not within the spirit of the policy and all such attempts shall be denied.

VI) Request for Review When Contract Approval Is Denied

A party to the contract may request a review of CSF's disapproval of a contract. Strict compliance with the following procedures is required:

- a) The request for review must be in writing, must state specific grounds for review and must provide all information required for review of the stated grounds. Failure to state specific grounds may be cause for denial of the request without further review.
- b) The request for review must be received by CSF not later than ten (10) calendar days from the date of CSF's denial. The request may be submitted electronically to CSF's administrative entity for contract review, the Department of Economic Opportunity (DEO), through the email address WorkforceContract.Review@deo.myflorida.com or directly to CSF by any other means of delivery, i.e. mail service, hand delivery, facsimile. etc.. Any request for review that is not received by CSF or DEO within this timeframe will be rejected without further consideration.
- c) Within seven (7) calendar days of receipt, the CSF President or designee will issue a final decision on the request for review. The Chair of the CSF Board of Directors or its Board of Directors may direct the President to present such reviews to the Executive Committee. No review under this policy will be presented to the CSF Board of Directors unless, at the discretion of the Chair, such full board review is deemed to be necessary.

VII) Effective Dates of Policy

- a) These modifications shall be in effect upon CSF's adoption at its May 17, 2017, Board of Directors meeting.



DISCLOSURE AND CERTIFICATION OF CONFLICT OF INTEREST IN A CONTRACT

I, _____, a board member / an employee of the board (circle one) hereby disclose that:

I, myself / my employer / my business / my organization/ OR "Other" (describe) _____ (circle one or more) could benefit financially from the contract described below:

Local Workforce Development Board: CareerSource South Florida

Contractor Name & Address: opa-locka pbc, 490 opa-locka Blvd, St 20, opa-locka, FL 33054

Contractor Contact Phone Number: 305-687-3545

Description or Nature of Contract: cost reimbursement agreement

Description of Financial Benefit*: N/A

For purposes of the above contract the following disclosures are made:

The contractor's principals**/owners***: (check one)

have no relative who is a member of the board; OR have a relative who is a member of the board, whose name is: _____

The contractor's principals**/owners*** is is not (check one) a member of the board. If applicable, the principal's/owner's name is: _____

[Signature]
Signature of Board Member/Employee

Nikisha Williams
Print Name

06/27/2018
Date

* "Benefit financially from a contract" means the special private financial gain to a member, a special private financial gain to any principal which retains the member, the special private financial gain of the parent organization or subsidiary of a corporate principal which retains the member or the special private financial gain to any member's relatives or business associate or to a board employee and such benefit is not remote or speculative.

** "Principal" means an owner or high-level management employee with decision-making authority.
*** "Owner" means a person having any ownership interest in the contractor.

NOTICE: CONFLICTS OF INTEREST REGARDING BOARD MEMBERS AND BOARD EMPLOYEES MUST BE DISCLOSED PRIOR TO THE BOARD'S VOTING TO APPROVE THE CONTRACT; BOARD MEMBERS WHO BENEFIT FINANCIALLY OR WHO HAVE A RELATIONSHIP WITH THE CONTRACTING VENDOR MUST ABSTAIN FROM THE VOTE, AND THE CONTRACT MUST BE APPROVED BY A TWO-THIRDS VOTE OF THE BOARD WHEN A QUORUM HAS BEEN ESTABLISHED. COMPLETION OF THIS FORM DOES NOT IN ANY WAY SUPERCEDE OR SUBSTITUTE FOR COMPLIANCE WITH CONFLICT OF INTEREST DISCLOSURE REQUIREMENTS OF SECTION 112.3143, F.S. OR SECTION 101(f), WIOA.

BUDGET

Item	Description	QTY	Cost	Total
Information Technology Implementation	Setup & Installation of Computer Equipment, Networking equipment, to include low-voltage cabling and network setup	N/A	\$ 22,000.00	\$ 21,613.00
Broadband Internet Access	Internet service	1	\$ 1,000.00	\$ 1,000.00
WiFi Router	Industrial class (Networking Device that forwards data packets)	1	\$ 600.00	\$ 600.00
Firewall	Network Equipment to prevent unauthorized traffic.	1	\$ 1,390.00	\$ 1,390.00
Access point	Network Equipment utilized for Wi-Fi Access to wired network	1	\$ 300.00	\$ 300.00
IT equipment storage	4 racks to mount network equipment (switches, routers, firewall, etc)	4	\$ 780.00	\$ 3,120.00
TOTAL				\$ 28,023.00