

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SOUTH FLORIDA WORKFORCE INVESTMENT BOARD  
AND  
MIAMI-DADE COUNTY, FLORIDA**

This Memorandum of Understanding (hereinafter “MOU” or “Agreement”) is made and entered into by and between the South Florida Workforce Investment Board d/b/a CareerSource South Florida (“SFWIB” or “CareerSource”), and Miami-Dade County, Florida. Individually referred to as the “Party” or collectively referred to as the Parties.

**WITNESSETH:**

**WHEREAS**, the Workforce Innovation and Opportunity Act of 2014 (“WIOA” or the “Act”) establishes a One-Stop Service Delivery System (“One-Stop System”) assuring coordination between the activities authorized in and linked to the Act.

**WHEREAS**, SFWIB provides workforce development services in Workforce Area 23 of the state of Florida (“Area”), which is comprised of Miami-Dade County.

**WHEREAS**, SFWIB’s services and resources are available through a network of CareerSource centers and access points which comprise the Area’s One-Stop System to provide a seamless and comprehensive array of education, job training, economic development efforts, and other workforce development services to persons within the Area.

**WHEREAS**, the CareerSource Florida Board has approved a recommendation from the Florida Department of Commerce, that CareerSource South Florida be authorized to serve as the One-Stop Operator for Local Workforce Area 23.

**WHEREAS**, CareerSource South Florida is a sub recipient of federal funding to provide workforce services for Local Workforce Area 23.

**WHEREAS**, CareerSource South Florida shall provide space for One-Stop Operator staff to provide oversight of the Local Workforce Development Board’s One-Stop system.

**WHEREAS**, the Parties desire to build a workforce development system, which will dramatically upgrade all Floridians’ workplace skills and economically benefit the workforce, employers, and State.

**WHEREAS**, the Parties desire to ensure compliance and that coordinated efforts are consistent with all federal, state and local requirements to establish and maintain an effective and successful “One-Stop delivery system” (20 CFR Section 678.300).

**NOW THEREFORE**, in consideration of the mutual terms, conditions, promises, and covenants herein set forth, the Parties agree as follows:

**I. SCOPE OF WORK**

**SFWIB** agrees to provide services in accordance with **Exhibit A, Scope of Work**, attached hereto and incorporated by reference as if fully set forth herein. Any modifications to the Scope of Work shall only be valid when they have been reduced to writing, duly approved and signed by both parties.

## II. RESOURCE SHARING AGREEMENT

The applicable cost sharing provisions are set forth in the **Exhibit B, Resource Sharing Agreement**, attached hereto and incorporated by reference as if fully set forth herein. Any modifications to the Cost Sharing Agreement shall only be valid when they have been reduced to writing, duly approved and signed by both parties

## III. PERIOD OF PERFORMANCE

This MOU shall commence upon **March 1, 2024**, irrespective of the date of execution, and terminate at the close of business on **June 30, 2027**, unless earlier terminated as provided below.

## IV. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

As a condition of the award of financial assistance from the Department of Labor under Title I of the WIOA, and the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, the

Contractor assures that it shall comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- A. Section 188 of the WIOA, which prohibits discrimination against all individuals in the United States on the basis 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;
- B. 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 basis of race, color and national origin;
- C. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, which prohibits discrimination against qualified individuals with disabilities;
- D. 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;
- E. The Age Discrimination Act of 1975 (42 U.S.C. 6101), as amended, which prohibits discrimination on the basis of age;
- F. Section 654 of the Omnibus Budget Reconciliation Act of 1981 (42 U.S.C. 9849), as amended, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs;
- G. The Americans with Disabilities Act of 1990, (42 U.S.C. 12101 et seq.), as amended, which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, state and local government services and telecommunications;
- H. Executive Order (“EO”) No. 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), 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;

- I. Equal Employment Opportunity in Apprenticeship and Training (29 CFR Part 30); and
- J. 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 basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, actual or perceived status as a victim of domestic violence, dating violence and stalking, gender identity, gender expression, or sexual orientation.

The Contractor also assures that it shall comply with 29 CFR Part 37 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.

## V. 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 any individuals hired who will perform any services under this Agreement.

## VI. CONFIDENTIALITY

- A. 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 custodial 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 this MOU may be divulged to the SFWIB or such other persons as the SFWIB may designate, who are responsible for monitoring or evaluating the services and performances under the MOU, 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. The Contractor shall provide a completed **Confidentiality Agreement, Attachment 1**, prior to the execution of the MOU.

- B. **Confidentiality Forms.** The Contractor, in the course of receiving and utilizing confidential workforce program information for the purpose of performing its duties under this MOU, shall ensure that all staff, security officers, contractors, and subcontractors, and their employees complete the following certification and acknowledgement forms prior to permitting those individuals to perform any work under or relating to this MOU:
  - a. **Individual Non-Disclosure and Confidentiality Certification Form, Attachment 2**, attached hereto and incorporated herein. The Contractor shall maintain the completed confidentiality forms in each employee's personnel file.
  - b. A universal **Authorization to Obtain Confidential Information Form, Attachment 3**, attached hereto and incorporated herein, for use within the CareerSource center system, shall be filled out and maintained for every job seeker who is referred to employment and/or training opportunities.

- c. A universal **Authorization to Obtain Confidential Employment Information Form, Attachment 4**, attached hereto and incorporated by reference herein, for use within the CareerSource center system, shall be filled out and maintained for every job seeker who is referred to employment and/or training opportunities.
- d. A universal **Authorization to Release Confidential Information Form, Attachment 5**, attached hereto and incorporated herein, for use within the CareerSource center system, shall be filled out and maintained for every job seeker who is referred to employment and/or training opportunities.

## VII. INDEMNIFICATION

The Parties shall be fully responsible for their own acts of negligence, or their respective agent's acts of negligence when acting within the scope of their employment, and shall be liable for all attorneys' fees and damages proximately caused thereby; provided, however, that the Parties' liability is subject to the limitations of section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the Parties, nor shall anything herein be construed as consent by the parties to be sued by any third party for any cause or matter arising out of or related to this Agreement.

Term of Indemnification. The provisions of this indemnification shall survive the expiration or termination of this MOU.

## VIII. TERMINATION

This MOU may be terminated without cause by any party hereto upon providing thirty (30) days' prior written notice to the other Parties.

## IX. NOTICE

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

**For South Florida Workforce Investment Board:**

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

**Miami-Dade County, Florida:**

Daniella Levine Cava, Mayor  
Office of the Mayor, Miami Dade County  
111 NW 1 Street, 29<sup>th</sup> Floor  
Miami, Florida 33128

## X. AMENDMENTS

Any alteration, amendment, variation, modification, extension or waiver of provisions of this MOU shall only be valid when it has been reduced to writing, duly approved and signed by the authorized agent of each of the Parties.

**XI. PRIOR AGREEMENTS**

This Agreement, and its attachments and exhibits specified below 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 other commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this Agreement or in 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>Letter/Number</u>	<u>Description</u>
Exhibit	A	Scope of Work
Exhibit	B	Cost Sharing Agreement
Attachment	1	Confidentiality Agreement
Attachment	2	Individual Non-Disclosure and Confidentiality Certification Form
Attachment	3	Authorization to Obtain Confidential Information
Attachment	4	Authorization to Obtain Confidential Employment Information
Attachment	5	Authorization to Release Confidential Information
Attachment	6	Certification Regarding Environmental Tobacco Smoke

**XII. GRIEVANCE PROCEDURES**

The Contractor shall comply with all of the SFWIB’s applicable Grievance and Complaint Procedures and as required by state and federal law.

**XIII. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE**

As a condition of this Agreement, 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.

**XIV. COMPLIANCE WITH SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT, AS AMENDED BY THE RESOURCE CONSERVATION AND RECOVERY ACT (“RCRA”) 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 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; 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.

## XV. 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 United States Department of Health and Human Services 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.

## XVI. 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 6.**

## XVII. PUBLIC ANNOUNCEMENTS AND ADVERTISING

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 funds, the Contractor shall clearly state (1) the percentage of the total costs of the program or project which will be financed with federal funds, (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 nongovernmental sources.

The Contractor shall incorporate "**a proud partner of the American Job Center network**" on all primary electronic resources, including websites, used by the one-stop delivery system (20 CFR section 662.100), and on any newly-printed, purchased, or created materials pursuant to 20 CFR 678.900. Each one-stop delivery system must include "**a proud partner of the American Job Center network**" identifier on all:

- Primary electronic resources used by the one-stop delivery system, and on any newly printed, purchased, or created materials.
- Products, programs, activities, services, facilities, and related property and new materials used in the one-stop delivery system.

## XVIII. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

The Contractor shall comply with 2 CFR Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (superseded OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, A-133 – see, 78 FR 78590-01 (Dec. 26, 2013).

**XIX. 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.

**XX. 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.

**XXI. 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 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 veterans' priority statute.

**XXII. INTERGOVERNMENTAL PERSONNEL ACT**

The Contractor shall comply with the requirements of the Intergovernmental Personnel Act (42 U.S.C. Chapter 62 Sec. §4701).

**XXIII. 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 WIOA Administrative Rules, Costs and Limitations (20 CFR Part 683, Subpart B).

**XXIV. CERTIFICATION**

By signing this Agreement, the Parties agree that the provisions contained herein are subject to all applicable, federal, state and local laws, regulations and guidelines relating to nondiscrimination, equal opportunity, displacement, privacy rights of participants, and maintenance of records and other confidential information relating to access point customers.

**XXV. GOVERNING LAW AND VENUE**

This MOU 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 and resolved

under the jurisdiction of the state courts of the Eleventh Judicial Circuit of Florida, to the exclusion of all others, with venue for such dispute(s) to lie in Miami-Dade County, Florida

## **XXVI. FLORIDA PUBLIC RECORDS LAW**

The Parties understand the broad nature of Florida's public records laws and shall comply with same and other laws relating to records retention. The Parties shall keep and maintain public records as required by law for performance of services encompassed in this Agreement. The Parties shall keep records to show their compliance with program requirements in accordance with this Agreement. The Parties and their subcontractors must make available, upon request of a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records in their possession that are directly pertinent to this Agreement for the purpose audits, examinations, excerpts, and transcriptions. Upon request from the any of the Parties' custodian of public records, the Parties must provide 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 in Chapter 119, Florida Statutes, or as otherwise provided by law. The Parties shall ensure that public records that are exempt and/or confidential from public records disclosure requirements are not disclosed except as authorized by law. The Parties shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). Exempt or confidential information should not be disclosed unless authorized by law. Upon completion of the Agreement, the Parties shall transfer, at no cost, all public records in their possession that belong to another party or keep and maintain public records required by the Parties. If the Parties transfer public records to another party during the term of this Agreement or upon completion of the term, the Parties 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 any of the Parties, upon request from the Parties' custodian of public records, in a format that is compatible with the information technology systems of the requesting party.

**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](mailto:recordsrequest@careersourcesfl.com)  
Telephone: 305-929-1500  
South Florida Workforce Investment Board  
The Landing at MIA  
7300 Corporate Center Drive, Suite 500  
Miami, Florida 33126-1234**

## **XXVII. SEVERABILITY**

If any portion of this MOU is determined by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.

## **XXVIII. 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.

**INTENTIONALLY LEFT BLANK**

**THE PARTIES ARE DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE RESPECTIVE PARTIES:**

AUTHORIZED SIGNATURES FOR: **Miami-Dade County, Florida**  
AGREEMENT NUMBER: **MOU-SP-PY'24-01-00**

1a. *Daniella Levine Cava*  
Signature of Authorized Representative

\_\_\_\_\_  
Date

2a. **Daniella Levine Cava**  
Typed Name of Authorized Representative

3a. **Mayor**  
Full Title of Authorized Representative

**South Florida Workforce Investment Board**

BY: Signed by:  
*Rick Beasley*  
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Rick Beasley  
Executive Director  
South Florida Workforce Investment Board

8/28/2024  
Date