

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SOUTH FLORIDA WORKFORCE INVESTMENT BOARD
AND
CITY OF MIAMI GARDENS**

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"), the City of Miami Gardens hereinafter referred to as "Partner" (SFWIB and the Partner are 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, the SFWIB provides workforce development services in Workforce Area 23 of the state of Florida ("Area"), which is comprised of Miami-Dade County;

WHEREAS, the 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 SFWIB's delivery of services is enhanced by integration of available resources and collaboration through partnerships that establish guidelines to facilitate joint planning and evaluation of services, to develop more efficient management of limited financial and human resources and to reduce administrative costs;

WHEREAS, the Partner desires to create a partnership whereby a web portal will be customized and maintained for the delivery of specialized recruitment/referral, job placement and training services to fill full-time and part-time jobs created by vendor/bidder businesses, contractors and subcontractors on Partner Contracts for the City of Miami Gardens Business and Residential Economic Growth Plan (CMG-BREP).

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 recognize that information sharing and referrals may lead to greater opportunities for successful employment and self-sufficiency for clients and enhance participation and performance of customers served through the system;

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 Code of Federal Regulations (CFR) Section 678.300); and

WHEREAS, the Parties desire to ensure that the following principles of the Title I of the WIOA are implemented: (a) Increasing access and opportunities for employment, education, training and support services of individuals, particularly those with barriers to employment; (b) Improving the quality and labor market relevance of workforce innovation, education, and economic development; (c) Promoting improvement in the structure and delivery of services; (d) Increasing the prosperity of workers and employers; and (e) Providing workforce development activities that increase employment, retention and earnings of participants and as a result, improve

the quality of the workforce, reduce welfare dependency, increase economic self-sufficiency, meet skill requirements of employers, and enhance productivity and competitiveness of the nation.

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

I. SCOPE OF WORK

The Partner agrees to provide services in accordance with **Exhibit A, Scope of Work**, attached hereto and incorporated by reference as if fully set forth herein. Methods for referring individuals to the CareerSource center Operators, Youth Programs and/or CareerSource center Partner for the appropriate services shall be set forth in the Scope of Work. 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. PERIOD OF PERFORMANCE

This MOU shall commence upon **July 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.

III. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

As a condition for the award of financial assistance from the Department of Labor under Title I of WIOA, and the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, the Contractor assures that it has the ability to comply fully with the nondiscrimination and equal opportunity provisions of the following laws, as may be applicable, and will remain in compliance for the duration of the award of federal financial assistance:

- 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. 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 bases 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;

- H. 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;
- 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 Partner 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 Partners' operation of the WIOA Title I and Temporary Assistance to Needy Families (TANF) -- financially assisted program or activity and to all agreements the Partner makes to carry out the WIOA Title I and TANF -- financially assisted program or activity. The Partner understands the United States has the right to seek judicial enforcement of this assurance.

IV. IMMIGRATION REFORM AND CONTROL ACT

The Partner 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.

V. CONFIDENTIALITY

- A. The Partner shall maintain the confidentiality of any information, which is exempt or confidential pursuant to state or federal law, 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 Partner 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 Partner shall provide a completed **Confidentiality Agreement, Attachment 1**, prior to the execution of the MOU.

- B. **Confidentiality Forms.** The Partner, 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 employees, 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 Partner 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.

VI. 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.

VII. TERMINATION

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

VIII. NOTICE

It is understood and agreed between the Parties that written notice shall be mailed or delivered to the addresses set forth below and 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

For The City of Miami Gardens
Cameron Benson, City Manager
The City of Miami Gardens
18605 N.W. 27th Ave
Miami Gardens, Florida 33056

IX. 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.

X. PRIOR AGREEMENTS

This Agreement, and the 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 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
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
Attachment	7	Special Addendum

XI. AUTONOMY

The Parties agree that this MOU does not create or recognize any partnership, joint venture, or any other kind of organizational relationship other than herein set forth. The Parties acknowledge the independence and autonomy of each of the other Parties. The Parties remain, at all times, independent contractors, and not partners, under state law. It is expressly understood, agreed and intended that the Partner is not a partner, joint venture participant, agency or instrumentality of any kind of the SFWIB. Furthermore, the Partner's officers, agents, servants, employees, contractors and sub-contractors are not officers, agents, servants or employees, agencies or instrumentalities of the SFWIB.

XII. GRIEVANCE PROCEDURES

The Partner 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 Partner 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 (Public Law (P. L.) 111-117). The Continuing Appropriation Act, 2011, Section

101 and 103 (P. L. 111-242), provides that appropriations made under P. L. 111-117 are available under the conditions provided by P. 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 Partner 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 of Health and Human Services, 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 Partner shall provide a completed **Certification Regarding Environmental Tobacco Smoke, Attachment 6.**

XVII. PUBLIC ANNOUNCEMENTS AND ADVERTISING

In accordance with Public Law 101-166, section 511, Steven's Amendment; as renewed in the Consolidated Appropriations Act of 2018, Pub. L. No. 115-141, 132 Stat. 348, div H, Title V, section 505 and Department of Defense and Labor, Health and Human Services, and Education Appropriations Act, 2019, and Continuing Appropriations Act, 2019, Pub. L. No. 115-245, div. B, tit. V, section 505, 132 Stat. 2981 (Sept. 28, 2018), 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 Partner 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) The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

The Partner 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 Partner shall comply with 2 CFR Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

XIX. CODES OF CONDUCT

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

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

The Partner 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 governed by, and construed in accordance with the laws of the state of Florida. In the event of litigation, venue for any claim shall lie exclusively in a court of competent jurisdiction in Miami-Dade County. The Parties shall be responsible for their own attorneys' fees and litigation costs, up and through final appeal.

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 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 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 no less than five (5) years after final payment is made or received and all pending matters are completed, unless other applicable state or federal law requires a lengthier retention period. 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 PARTNER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PARTNERS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Via e-mail: 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.

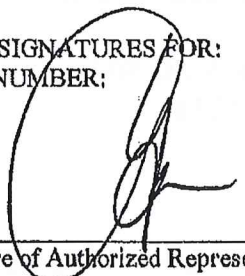
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THE PARTIES ARE DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE RESPECTIVE PARTIES:

AUTHORIZED SIGNATURES FOR:
AGREEMENT NUMBER:

City of Miami Gardens
MOU-SP-PY'24-27-00

1a.


Signature of Authorized Representative

11/18/24
Date

2a.

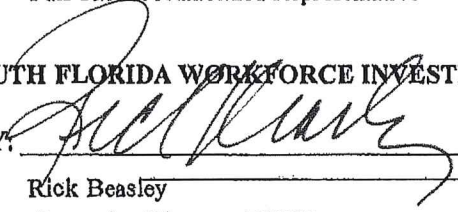
Cameron Benson
Typed Name of Authorized Representative

3a.

City Manager
Full Title of Authorized Representative

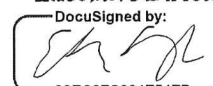
SOUTH FLORIDA WORKFORCE INVESTMENT BOARD

BY:


Rick Beasley
Executive Director, SFWIB

2/27/25
Date

BY:


DocuSigned by:
83E62FC004E64ED...
Charles Gibson, Chairman
South Florida Workforce Investment Board

5/14/2025

Date

OFFICE OF THE MAYOR

BY:


Daniella Levine Cava
Mayor

8/20/2025
Date

Exhibit A

PY' 2024-27
SCOPE OF WORK
City of Miami Gardens (CMG)
Business and Residential Economic Growth Plan (BREP)

- I.** The collaboration between the South Florida Workforce Investment Board ("SFWIB") and the City of Miami Gardens ("Partner") is to create a partnership whereby a web portal will be customized and maintained for the delivery of specialized recruitment/referral, job placement and training services to fill full-time and part-time jobs created by vendors/bidders businesses, contractors and subcontractors on Partner contracts for the City of Miami Gardens Business and Residential Economic Growth Plan (CMG-BREP).

II. Targeted Population:

The recruitment/referral and job training services authorized by this MOU will be provided to residents within the Miami Gardens community.

III. Roles and Responsibilities:

A. The SFWIB shall:

- Assign a point of contact to serve as liaison between the SFWIB and the Partner.
- Act as the designated Workforce Development Organization ("WDO") and Workforce Recruitment/Referral Organization ("WRO") to accomplish the Partner's objective of the CMG-BREP to utilize dollars spent to procure goods to increase employment and workforce training opportunities for Partner residents.
- Provide a link from the SFWIB's webpage to a customized application (web portal) for the Partner's projects, First Source Ordinance, businesses, contractors and subcontractors.
- Provide the Partner with real-time online access through the designated web portal to the Partner's registered CMG-BREP vendors, bidders, businesses, contractors and sub-contractors detailed status reports. Reports shall include at a minimum the number of: (1) registered vendors/bidders, businesses, contractors, sub-contractors, sub-contractors and job seekers; (2) number of resumes submitted to business; and (3) number of hires, and workforce participation.
- Market the newly created partnership and promote job creation outcomes that result from the partnership as defined by the SFWIB and the Partner.
- Work with the Partner to identify demand occupations and provide training to fill full-time jobs created in connection with the CMG-BREP.
- Provide the Partner, vendors/bidders, businesses, contractors, and subcontractors with information that would assist in the successful completion of registration, reports, job creation and postings, resumes, and development (training) opportunities related to the CMG-BREP.
- Seek to ensure that the SFWIB's CareerSource centers:
 - Recruit and refer qualified CMG residents to fill jobs created through the CMG-BREP;
 - Provide outreach to the Miami Garden's job seeker community utilizing various recruitment methods;
 - Assess job seekers to determine level of skills and training;
 - Utilize CareerSource center (s) closest to the job seekers to register and recruit qualified residents interested in jobs to create a pool of candidates;

Exhibit A

- Determine whether candidates meet the requirements of the businesses, contractors, and subcontractors prior to referral; and
- Refer candidates that have requisite skills required by the businesses, contractors, and subcontractors.
- Provide recruitment and training assistance, through the SFWIB's CareerSource centers, to the businesses, contractors and subcontractors interested in participating in the programs.
- Provide awarded vendors, businesses, contractors, and subcontractors with resumes of qualified CMG residents within 72 hours of being notified through the customized First Source web portal of CMG-BREP job posting(s).
- Monitor quarterly reports submitted by awarded vendors, businesses, contractors and subcontractors and review said records, to the extent allowed by law, to help ensure compliance with the CMG-BREP. Follow-up with awardees to ensure reporting requirements are met.
- Make available hiring incentives to vendors/ bidders, businesses, contractors and subcontractors. The SFWIB and the SFWIB's CareerSource centers shall facilitate and guide businesses in the completion of incentive related applications, agreements, and forms.

B. The Partner shall:

- Designate the SFWIB as the Workforce Development Organization ("WDO") and Workforce Recruitment/Referral Organization ("WRO") to accomplish the Partner's objective of the CMG-BREP to utilize dollar spent to procure goods to increase employment and workforce training opportunities for the Partner residents and efforts to reduce the number of underemployed/unemployed within the CMG's limits.
- Include CMG-BREP/First Source requirement in applicable bid and contract documents.
- Identify demand occupations related to the CMG-BREP and communicate those occupations in writing to the SFWIB.
- Post job advertisements exclusively with the SFWIB through the customized First Source web portal.
- Provide the SFWIB with a detailed outline and content for the development of the web portal and other marketing collateral.
- Work with the SFWIB's point of contact to facilitate the web portal, marketing materials and the coordination of events related to the Partner's projects as needed.
- Market the newly created partnership and promote job creation efforts that result from the partnership as defined by the SFWIB and the Partner.
- Assist in securing a venue(s) for outreach to the business community via the SFWIB's Business Roundtable events.
- Provide a date, time, and location to launch the Partner's projects recruitment kickoff information session. The web portal address and centers locations will be disseminated at that time. The information session will detail how to apply for jobs with the Partner's vendors, businesses, contractors and subcontractors.
- Provide outreach to the CMG's job seekers utilizing various recruitment methods.
- Provide SFWIB with information regarding the Partner's upcoming projects.
- Notify the Partner's prospective and awarded businesses, contractors and subcontractors of the customized web portal and registration requirements.

Exhibit A

- Provide information about the SFWIB to business owners who are interested in bidding with the Partner contracts.
- Provide the SFWIB with the Partner's vendors/bidders, businesses, contractor and subcontractor details, which should include at a minimum:
 - Company Name and Address
 - Company Contact and Information
 - Contract Information (project number, project projected start and end date and project location)
 - Award Amount
- Provide the SFWIB with the Partner's target area zip codes for the Partner's projects.
- Be responsible for preparing and providing the Partner's own detailed reports with the results of the workforce participation on the CMG-BREP projects. Reports shall include, but are not limited to, an analysis of the effectiveness of the project(s) during each reporting period.
- Educate contractors and subcontractors on the CMG-BREP.
- Provide outreach workshops to vendors/bidders, business, contractors and subcontractors on how to complete solicitations for the CMG-BREP.
- Review CMG-BREP submitted to the Partner and forward a copy to SFWIB.
- Provide the SFWIB with a list of awarded vendors and the Partner's Council agenda, once contracts have been approved.
- Provide awarded vendors, businesses, contractors and subcontractors with a deadline in writing by which to contact the SFWIB to obtain resumes/list of qualified CMG residents who are actively seeking employment.

Attachment 1

CONFIDENTIALITY AGREEMENT

Florida Commerce (FC) policy concerning safeguarding confidential information obtained from applicants, participants, employers and other sources is based on legislative direction and federal and state statutes and rules. These confidential records may include, but not limited to, personal identifying information of program applicants, recipients, or participants such as names, social security numbers, payroll information, employer information and resource and referral information, which are private and confidential under federal and state laws and rules, including 20 Code of Federal Regulations (CRF) 603.9, 45 CRF 205.50, 7 CFR 272.1c, sections 414.295 and 443.1715(1) Florida Statutes (F.S.), and rule 73B-1, Florida Administrative Code (FAC).

Disclosure of this information, including information received electronically, by phone calls or other communication is protected by law. The **Agency** shall not disclose or allow access to this information unless such action is required and necessary for the performance of official duties pursuant to any contract or agreement awarded to the **Agency** by South Florida Workforce Investment Board (SFWIB).

In compliance with the requirements of 20 CFR 603.9(b)(v)(A), the **Agency** agrees to instruct all personnel having access to any disclosed information about the confidentiality requirements of the information, the requirements of 20 CFR 603.9(b), 45 CFR 205.50, 7 CFR 272.1c, sections 414.295 and 443.1715(1), F.S., the potential criminal charges individuals could face if convicted for the willful unauthorized use or disclosure of the information specified in sections 775.082 or 775.083, F.S.; agrees to store and process this information in such a way that unauthorized persons cannot view or obtain the information by any means; and agrees to dispose any confidential information obtained, and any copies thereof made by the **Agency** or its employees or agents after the purpose for which the information is disclosed is served in accordance with the provisions of 20 CFR 603.9(b)(vi).

By signing this agreement, the **Agency** agrees to abide by FC, state and federal statutes, policies and rules described above, and SFWIB policies and procedures, and that the **Agency** and any of its employees or agents will not release or disclose any confidential information while providing services for SFWIB.

Confidential Information Certificate

I have reviewed the foregoing and my signature below indicates I understand the requirements described above and accept responsibility for complying with it.

City of Miami Gardens
Company Name (type or print)

[Signature]
Authorized Representative signature

11/18/24
Date

Individual Non-Disclosure and Confidentiality Certification Form

I understand that I will or may be exposed to certain confidential information, including but not limited to, personal identifying information of individuals who receive public assistance, employment and unemployment insurance records maintained by Florida Commerce (FC) made available to my employer, for the limited purpose of performing its official public duties pursuant to a Contract for Services and Non-Disclosure and Confidentiality Certification agreement.

These confidential records may include the name (or other personally identifiable information), social security numbers, wage, unemployment and employment data and public assistance information which are protected under federal and state law. Such information is confidential and may not be disclosed to others. In order to perform my public duties associated with the program requirements set forth under contract or agreement, I understand that I may be granted access to confidential data managed and controlled by entities that are not party to this agreement. Prior to receiving access to such systems, I acknowledge and agree to abide by the following standards:

1. I will comply with all security requirements imposed as a condition of use for any system(s) to which I may be granted access.
2. I will use access to the systems only for purposes authorized by law to secure information to conduct official program business consistent with my official public duties.
3. I will not disclose my user identification, password, or other information needed to access the systems to any party nor shall I give any other individual access to information secured.
4. If I become aware that any unauthorized individual has or may have obtained access to my user identification, password, or other information needed to access systems to which I have been granted access, I will immediately notify the South Florida Workforce Investment Board's (SFWIB) Security Officer.
5. I will store any disclosed confidential information in a place physically secure from access by unauthorized persons.
6. I will store and process disclosed information maintained in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot obtain the information by any means.
7. I will undertake precautions to ensure that only authorized personnel are given access to disclosed information stored in computer systems.
8. I will not share with anyone any other information regarding access to the systems unless I am specifically authorized by the SFWIB.
9. I will not access or request access to any social security numbers, personal information, wage, employer, unemployment or employment data unless such access is necessary for the performance of my official duties.
10. I will not disclose any individual data to any parties who are not authorized to receive such data except in the form of reports containing only aggregate statistical information

Attachment 2

compiled in such a manner that it cannot be used to identify the individual(s) or employers involved.

11. I will retain the confidential data only for that period of time necessary to perform my public duties. Thereafter, I will either arrange for the retention of such information consistent with federal or state record retention requirements or destroy such data, and any copies made, after the purpose for which the information is disclosed is served in such a way to prevent the information from being reconstructed, copied, or used by any means.
12. I certify or affirm I have received training on the confidential nature of the data to which I am being granted access to, the safeguards required for access privileges, and the penalties involved for any violations or have received written standards and instructions in the handling of confidential data from my employer, the Department or SFWIB. I will comply with all confidentiality safeguards contained in such training, written standards, or instructions, including but not limited to, the following: a) protecting the confidentiality of my user identification and password; b) securing computer equipment, disks, and offices in which confidential data may be kept; and c) following procedures for the timely destruction or deletion of confidential data.
13. I understand that if I violate any of the confidentiality provisions set forth in the written standards, training, and/or instructions I have received, my user privileges may be immediately suspended or terminated. I also understand that applicable state and/or federal law may provide that any individual who discloses confidential information in violation of any provision of that section may be subject to criminal prosecution and if found guilty could be fined, be subject to imprisonment and dismissal from employment. I have been instructed that if I should violate the provisions of the law, I may receive one or more of these penalties.

Should I have any questions concerning the handling or disclosure of confidential information, I shall immediately ask my supervisor or SFWIB security officer for guidance and comply with their instructions.

Employee Signature: _____ Date: _____

Print Employee Name: _____

Address: _____

Work Telephone: _____

E-Mail: _____

AUTHORIZATION TO OBTAIN CONFIDENTIAL INFORMATION

SECTION I - GENERAL CONSENT

Participant's Name: _____

Last four digits of SSN: _____ or Date of Birth: _____

I acknowledge that by signing this form, I am authorizing the CareerSource South Florida (CSSF) center staff to obtain confidential information, which may include information related to a minor child (if applicable).

I authorize CSSF center staff to obtain confidential information from the following person or agency _____.

This authorization will remain in effect until the expiration date indicated below.

I herewith release any person, agency or institution from any and all liability to me for supplying such information.

SECTION II - INFORMATION TO BE RELEASED

Check one of the following boxes:

- ☐ Release all of my record
- ☐ Release only the following information:

Participant must initial each item to be released

- _____ Protected health information
- _____ Public assistance records
- _____ Vocational rehabilitation assessment or evaluation tools
- _____ Social security numbers
- _____ Date of birth
- _____ Telephone numbers
- _____ Other (please specify): _____

SECTION III - EXPIRATION

This authorization expires on: ____/____/____

Note: A two (2) year expiration date is required in order to receive employment information

SECTION IV - SIGNATURE

Participant Signature _____ Date _____

Participant Signature* _____ Date _____

Parent/Guardian Signature (If participant is a minor) _____ Date _____

**Please note that if this is a two-parent family case both participants must give authorization for the release of information when the record pertains to both.*

SECTION V CSSF CENTER INFORMATION

CSSF center Name: _____

Address: _____

Telephone number: _____

AUTHORIZATION TO OBTAIN CONFIDENTIAL EMPLOYMENT INFORMATION

SECTION I – GENERAL CONSENT

Participant's Name: _____ **Last four digits of SSN:** _____

I acknowledge that by signing this form, I am authorizing the CareerSource South Florida (CSSF) center staff and/or CSSF staff (including, but not limited to, the Independent Monitoring Office), to obtain employment and wage record information from any current or future employer while I am a participant in a CSSF funded program and up to 24 months after the end date of my participation in the program.

I authorize CSSF center staff to obtain confidential information from the following person or agency _____.

This authorization will remain in effect until the expiration date indicated below.

I herewith release any person, agency or institution from any and all liability to me for supplying such information.

SECTION II – INFORMATION TO BE RELEASED

Participant's job title
 Job start date
 Hours worked per week
 Beginning wage
 Current employment status
 Current wage
 Job end date
 Benefits available to participant in current job

SECTION III – EXPIRATION

This authorization expires on: ____/____/____

Note: A two (2) year expiration date is required in order to receive employment information for follow-up purposes.

SECTION IV – SIGNATURE

Participant Signature _____ Date _____

Center staff _____ Date _____

SECTION V CSSF CENTER INFORMATION

CSSF center Name: _____

Address: _____

Telephone number: _____

AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION

SECTION I - GENERAL CONSENT

Participant's Name: _____

Last four digits of SSN: _____ or Date of Birth: _____

I acknowledge that by signing this form, I am authorizing the CareerSource South Florida (CSSF) center staff to release confidential information, which may include information related to a minor child (if applicable).

I authorize CSSF center staff to release confidential information to the following person or agency _____

This authorization will remain in effect until the expiration date indicated below.

I herewith release any person, agency or institution from any and all liability to me for supplying such information.

SECTION II - INFORMATION TO BE RELEASED

Check one of the following boxes:

- ☐ Release all of my record
- ☐ Release only the following information:

Participant must initial each item to be released

- ____ Protected health information
- ____ Public assistance records
- ____ Vocational rehabilitation assessment or evaluation tools
- ____ Social security numbers
- ____ Date of birth
- ____ Telephone numbers
- ____ Other (please specify): _____

SECTION III - EXPIRATION

This authorization expires on: ____/____/____

SECTION IV - SIGNATURE

Participant Signature _____ Date _____

Participant Signature* _____ Date _____

Parent/Guardian Signature (If participant is a minor) _____ Date _____

**Please note that if this is a two-parent family case both participants must give authorization for the release of information when the record pertains to both.*

SECTION V CENTER INFORMATION

CSSF center Name: _____

Address: _____

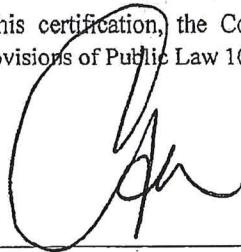
Telephone number: _____

Attachment 6

**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

11/25/24

Date

City Manager

Name and Title of Authorized Representative

City of Miami Gardens

Name of Organization

Special Addendum for Memoranda of Understanding (MOU)

CERTIFICATION OF CONDUCT

The partner/contractor shall comply with all federal, state, and local laws related to conflict of interest, nepotism, and criminal and fraudulent activities.

DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

An agreement/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 contain 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 PARTNER shall provide a completed **Assurances and Certifications, Attachment 7**.

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 Florida Department of Health. THE PARTNER shall provide a completed **Certification Regarding the Florida Clean Indoor Air Act, Attachment 8**, inclusive of the certification required in this section, prior to the execution of this Agreement/contract.

CHILD LABOR LAWS

The partner/contractor shall comply with all applicable federal, state and local child labor laws in carrying out the terms and conditions of this Agreement/contract or modifications hereto.

PUBLIC ENTITY CRIMES (SECTION 287.133, FLORIDA STATUTES)

The partner/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 inform the SFWIB immediately upon any change of circumstances regarding this status. The Contractor shall provide a completed **Assurances and Certifications, Attachment 7**.

COMPLIANCE WITH ENERGY EFFICIENCY PROVISION

THE PARTNER shall comply with the 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).

SARBANES-OXLEY ACT OF 2002

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:

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).
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).

The Contractor shall provide a completed **Assurances and Certifications, Attachment 7**.

DISCRIMINATORY VENDORS

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:

1. Submit a bid on a contract to provide any goods or services to a public entity;
2. Submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
3. Submit bids on leases of real property to a public entity; or
4. Be awarded or perform as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; or transact business with any public entity.

The Contractor shall provide a completed **Assurances and Certifications, Attachment 7**.

TRAFFICKING VICTIMS PROTECTION ACT OF 2000

The partner/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 **Attachment 9**.

PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS

The partner/contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act (P.L. 113-128 S. 502) will be American-made.

CERTIFICATION REGARDING LOBBYING - FLORIDA STATUTE

The Contractor shall comply with the provisions of sections 11.062 and 216.347, Florida Statutes, which prohibit the expenditure of Contract funds for the purpose of lobbying the Legislature, judicial branch, or a state agency.

ASSURANCES – NON-CONSTRUCTION PROGRAMS

The partner/contractor shall provide a completed **Assurances - Non-Construction Programs, Attachment 10**.

The Contractor assures that it is not currently in violation of any regulatory rules that may have an impact on the Contractor's operations.

The Contractor assures that it is not involved in any current litigation with Miami-Dade County or any of its agencies or instrumentalities.

WHISTLEBLOWER'S ACT

In accordance with section 112.3187(2), Florida Statutes, the partner/contractor shall not retaliate against an employee for reporting violations of law, rule, or regulation that creates substantial and specific danger to the public's health, safety, or welfare to an appropriate agency. Furthermore, agencies or independent contractors shall not retaliate against any person who discloses information to an appropriate agency alleging improper use of governmental office, gross waste of funds, or any other abuse or gross neglect of duty on the part of an agency, public officer, or employee. The partner/contractor shall inform its employees that they and other persons may file a complaint with the Office of Chief Inspector General, Agency Inspector General, the Florida Commission of Human Relations or the Whistleblower's Hotline number at 1-800-543-5353.

ANNUAL CERTIFICATION - FORM

On an annual basis, the partner/contractor shall sign the certification that all certifications and assurances on file with the Agreement are current and that the terms and conditions have not changed. The partner/contractor shall complete **Exhibit D, Annual Certification** attached hereto and incorporated herein by reference.

HUMAN TRAFFICKING AFFIDAVIT

The Human Trafficking Affidavit, attached hereto and incorporated herein by reference as if fully set forth herein, is required by **Section 787.06, Florida Statutes ("F.S.), as amended by HB 7063**. The Affidavit must be completed by a person authorized to make this attestation on behalf of the partner/contractor (Nongovernmental Entity) for the purpose of executing, amending, or renewing an agreement/contract with the County (Governmental Entity). The agreement/contract shall not become effective unless and until the Affidavit is completed, executed, and submitted to the County (Governmental Entity). The term Governmental Entity has the same meaning as in **Section 287.138(1), F.S.**

The Contractor shall complete **Exhibit E, Human Trafficking Affidavit**, attached hereto and incorporated herein by reference.

VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)

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. There is no charge to employers to use E-Verify.

By entering into this Contract, the Contractor and its Subcontractors are jointly and severally obligated to comply with the provisions of **Section 448.095, Florida Statutes, as amended, titled "Employment Eligibility."** The Contractor affirms that (a) it has registered and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor; (b) it has required all Subcontractors to this Contract to register and use the E-Verify system to verify the work authorization status of all new employees of the Subcontractor; (c) it has an affidavit from all Subcontractors to this Contract attesting that the Subcontractor does not employ, contract with, or subcontract with, unauthorized aliens; and (d) it shall maintain copies of any such affidavits for duration of the Contract.

If County has a good faith belief that Contractor has knowingly violated **Section 448.09(1), Florida Statutes**, then County shall terminate this contract in accordance with **Section 448.095(5)(c), Florida Statutes**. In the event of such termination the Contractor agrees and acknowledges that it may not be awarded a public contract for at least one (1) year from the date of such termination and that Contractor shall be liable for any additional costs incurred by the County because of such termination.

In addition, if County has a good faith belief that a Subcontractor has knowingly violated any provisions of **Sections 448.09(1) or 448.095, Florida Statutes**, but Contractor has otherwise complied with its requirements under those statutes, then Contractor agrees that it shall terminate its contract with the Subcontractor upon

receipt of notice from the County of such violation by Subcontractor in accordance with Section 448.095(5)(c), Florida Statutes.

Any challenge to termination under this provision must be filed in the Circuit or County Court by the County, Contractor, or Subcontractor no later than twenty (20) calendar days after the date of contract termination. Public and private employers must enroll in the E-Verify System (<http://www.uscis.gov/e-verify>) and retain the I-9 Forms for inspection.

The Department of Homeland Security's E-Verify system can be found at:

http://www.dhs.gov/files/programs/gc_1185221678150.shtm

The partner/contractor shall maintain evidence of the use of the E-Verify system in the employee's personnel file. The partner/contractor shall maintain a personnel file for each staff person funded under this agreement/contract in accordance with the SFWIB's Policies and Procedures, state and federal laws.

ANTI-NEPOTISM

The partner/contractor shall:

1. With respect to individuals employed through the contracted program, not appoint, employ, promote, or advance or advocate for appointment, employment, promotion, or advancement, in or to a subsidized position in the agreement/contractor's business entity any person who is a relative of the partner/contractor.
2. Not provide workforce services that include, but are not limited to employment and/or training services to any person who is a relative of the partner/contractor or partner/contractor's staff.

The definitions below are incorporated and made a part of this policy.

"partner/contractor" means the partner/contractor or employee of the partner/contractor who is authorized to appoint, employ, promote or advance individuals or to recommend individuals for appointment, employment, promotion, or advancement in the partner/contractor's business entity.

"Relative" means an individual who is related to the partner/contractor as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, domestic partner, 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, or half-sister.

NOTIFICATION OF LEGAL ACTION

The Contractor shall notify the SFWIB of legal actions taken against the Contractor or threatened or potential actions such as lawsuits, related to services provided through this Contract or that may impact the Contractor's ability to deliver the contractual services, or adversely impact the SFWIB. The SFWIB shall be notified within five (5) days of Contractor becoming aware of such actions or from the day of the legal filing, whichever comes first.

OTHER NOTIFICATIONS

The Contractor shall provide prompt notice, not later than thirty (30) days regarding all matters, to the Executive Director of the SFWIB, in writing, of any issues, questions, requests for clarification or any other matter relating to or affecting the Contractor's performance under this Contract.

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.

NO ASSIGNMENT

The Contractor shall not assign this Contract or any rights accruing hereunder in whole or in part without the express written authorization of the SFWIB, which authorization may be withheld in the sole discretion of the SFWIB.

MODIFICATIONS in IFA & SOW

Any modifications or waivers of provisions of this Contract shall only be valid when they have been reduced to a written amendment to this Contract, duly approved and signed by both Parties.

PERSONS WITH DISABILITIES AND ACCESSIBILITY OF FACILITIES

The Contractor shall conduct all activities under this Contract in accordance with the Americans with Disabilities (ADA) Act of 1990 as amended, Section 504 of the Rehabilitation Act of 1973 as amended, Title VI of the Civil Rights Act of 1964 as amended, and the regulations promulgated under such Acts, with respect to persons with disabilities.

The Contractor shall designate a Disability Services Coordinator to establish and implement internal procedures to ensure that Contractor and operational staff are knowledgeable about and comply with the disability-related requirements of WIOA, Section 188; Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act (ADA) of 1990 as amended (42 U.S.C. 12101 et seq.) P.L. 101-336 which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities. The Contractor's staff shall be thoroughly trained in providing services to individuals with disabilities as it pertains to customer service, reasonable accommodations, and etiquette.

The Contractor shall assure that programs and activities under this Contract are accessible to individuals with disabilities without discrimination, by:

1. Making reasonable accommodations or modifications;
2. Providing services in the most appropriate integrated setting;
3. Providing auxiliary aids for individuals with vision and hearing impairments during the recruitment, referral, and assessment of prospective program participants; and
4. Having resource materials available in alternate formats.

The Contractor shall ensure that the physical facilities utilized under this Contract are accessible at all times to individuals with disabilities; in accordance with the applicable standards of the State of Florida as set forth in FC/Office of Civil Rights "Facility Accessibility Checklist" posted on the FC website at: www.floridajobs.org or shall submit to the SFWIB an alternate plan to achieve physical accessibility to individuals with disabilities provided services under this Contract.

THIRD PARTY BENEFICIARIES

Neither of the Parties 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.

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.

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.

COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT ("HIPAA")

The Health Insurance Portability and Accountability Act of 1996 ("HIPPA") requires that covered entities have and apply appropriate sanctions against members of their workforce who fail to comply with privacy policies and procedures of the entity or the requirements of 45 CFR § 164.530 (e) (1). Accordingly, it is the intention of the SFWIB to seek to ensure the confidentiality and integrity of consumer or employee Protected Health Information ("PHI") as required by law, professional ethics, and accreditation or licensure requirements.

Any person or entity that performs or assists the SFWIB with a function or activity involving the use or disclosure of Individually Identifiable Health Information ("IIHI") and/or PHI shall comply with HIPAA and the Miami-Dade County Privacy Standards Administrative Order ("AO") 10-11. HIPAA mandates privacy, security and electronic transfer standards which include but are not limited to:

1. Use of information only for performing services required by the Contract or as required by law;
2. Use of appropriate safeguards to prevent unauthorized disclosures;
3. Reporting to the SFWIB of any unauthorized use or disclosure;
4. Assurances that any agents and subcontractors of Contractor agree to the same restrictions and conditions that apply to the Contractor and provide reasonable assurances that IIHI/PHI will be held confidential;
5. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
6. Making PHI available to the SFWIB for an accounting of any authorized and unauthorized disclosures; and
7. Making all internal practices, books and records related to PHI available to the SFWIB for compliance audits.

PHI shall be maintained in its protected and confidential status regardless of the form or method of transmission (paper records, and/or electronic transfer of data). The Contractor shall give its customers written notice of its privacy information practices including, specifically, a description of the types of uses and disclosures that may be made with PHI.

Customer and employee PHI shall be regarded as confidential and may not be used or disclosed except to authorized persons for authorized purposes. Access to PHI shall only be permitted for direct customer care, approved administrative or supervisory functions or with approval of the appropriate Contractor staff designated as the Privacy Officer, Executive Director or Human Resource Director of the Contractor.

VIOLATION OF THE PRIVACY ACT

Funds awarded under this Contract cannot be used in contravention of the 5 USC §552a or regulations implementing that section

**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 1 (CareerSource Florida State and Local Workforce Development Board Contracting Conflict of Interest Policy)** (as modified in 2012 to comply with the Legislature's adoption of Chapter 201229, Laws of Florida) attached hereto are incorporated herein by reference and Contractor agrees to comply with the same. The Contractor shall provide a completed **Disclosure and Certification of Conflict of Interest in a Contract, Attachment 10, prior to the execution of this Agreement.**

COPELAND ANTI-KICKBACK ACT

The Contractor shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145 and 18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The Contractor shall provide a completed **Assurances and Certifications, Attachment 7.**

The Contractor shall also comply with Section 1.64(e) of the MDC Procurement Terms, as applicable, attached as Exhibit F

DAVIS-BACON ACT, AS AMENDED (40 U.S.C. 3141-3148)

When required by federal program legislation, all prime construction contracts in excess of \$2,000.00 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The Contractor shall provide a completed **Assurances Non-Construction Programs, Attachment 12.**

The Contractor shall comply with Section 1 of the Miami Dade County Procurement General Terms and Conditions ("MDC Procurement Terms") as applicable, attached hereto and incorporated herein by reference as Exhibit "F."

LICENSING

The Contractor shall obtain and maintain in full force and effect during the term of this Contract any and all licenses, certifications, approvals, insurance, permits and accreditations, required by the state of Florida, by the County where the services are being provided, by the local municipality where the services are being provided, by the SFWIB, and by the federal government. If the Contractor fails to provide the foregoing within thirty (30) days of a written request by the SFWIB, the SFWIB may, in its sole discretion, immediately terminate this Contract.

- During the term of this Contract, the Contractor must obtain signed confidentiality access agreements, which are required by the SFWIB and/or the FC for systems access privileges, for any

individual including, but not limited to all of the Contractor's officers, employees, subcontractors, agents, partners, principals, servants, representatives and security officers, prior to their access to electronic data systems.

- The Contractor shall ensure that the Contractor's staff who has access to client information through the Employ Miami-Dade ("EMD"), the One-Stop Service Tracking ("OSST") system(s) and/or any other information systems as required, complete the Information Security and Awareness Training annually.
- The Contractor shall make every effort to protect and avoid the unauthorized release of any personal or confidential information, as set forth in **Article III-Section J, Confidentiality of Records.**
- The Contractor shall notify the SFWIB in writing of any disclosure of the SFWIB's and/or the state of Florida's confidential information or data by the Contractor, its officers, employees, subcontractors, agents, partners, principals, representatives, or any other individuals to whom Contractor exposes or authorizes to access confidential information obtained under this Contract, which is not in compliance with the terms of the Contract (of which it becomes aware).
- The Contractor shall also report to the SFWIB any Security Incidents of which it becomes aware, including those incidents reported to the Contractor by its officers, employees, subcontractors, agents, partners, principals, servants, representatives. For purposes of this Contract, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of the SFWIB's or FC's information in the Contractor's possession or electronic interference with the SFWIB's operations; however, random attempts at access shall not be considered a security incident.
- The Contractor shall notify the SFWIB's Help Desk, not later than **24 hours** following the determination of any breach or potential breach of personal and confidential data, as required by the SFWIB's Information Technology Security Policies and Procedures, which shall be made available upon request from the SFWIB's Help Desk.
- In the event of a breach of security concerning confidential personal information involved with this Contract, the Contractor shall comply with section 501.171, Florida Statutes, as applicable. When notification to affected persons is required under this section of the statute, the Contractor shall provide such notification, using the SFWIB's approved format, not later than seven (7) calendar days following the determination of any potential breach of personal or confidential data.
- For purposes of this Contract, "security breach" means the unauthorized access of data in electronic form containing personal data. Good faith acquisition of personal information by an employee or agent of the Contractor is not a security breach, provided the information is not used for a purpose unrelated to the Contractor's obligations under this Contract or is not subject to further unauthorized use.
- The Contractor shall be wholly liable for security breaches and personal identity theft committed by its officers, employees, subcontractors, agents, partners, principals, servants, representatives or any other individuals to whom the Contractor exposes or authorizes to access confidential information obtained under this Contract, including, but not limited to, volunteers and FC employees. The Contractor shall be liable for: (1) direct payment and/or reimbursement of all costs incurred for notifying and providing identity theft protection services to customers who may be victims of the security breaches and personal identity theft; (2) resolving any and all claims related thereto; and (3) all other costs and damages resulting from security breaches or personal identity theft.
- The Contractor shall notify the SFWIB's Regional Security Officer(s) at the time of termination or transferring of an employee. Notification requesting system access removal must be submitted via

email within 24 hours of termination to the Helpdesk at helpdesk@careersourcesfl.com with the appropriate system form, as follows:

- o EMD/OSST - FC Information Systems Security Agreement/Confidentiality Form.

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.

The SFWIB's Grievance and Complaint Procedures can be accessed through the link provided below:

http://www.careersourcesfl.com/GrievanceProcedures/CSSF_GrievanceProcedures_English.pdf

ABUSE, NEGLECT, AND EXPLOITATION INCIDENT REPORTING

The Contractor shall immediately report knowledge or reasonable suspicion of abuse, neglect, or exploitation of a child, aged person, or disabled adult to the Florida Abuse Hotline on the statewide toll-free telephone number (1-800-96ABUSE) or via the web reporting option at <http://www.dcf.state.fl.us/abuse/report/>, or via fax at 1-800-914-0004, or via TDD (800) 453-5145 as required by chapters 39 and 415, Florida Statutes, this provision is binding upon both the Contractor and Contractor's employees. Failure to comply with this **Section R, Abuse, Neglect and Exploitation Incident Reporting**, shall constitute a breach of this Contract.

CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED AFFIDAVIT FORM

The Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit Form ("Form") is required by Section 287.138, Florida Statutes ("FS"), which is deemed as being expressly incorporated into this Form, attached hereto and incorporated herein by reference as if fully set forth herein. The Affidavit must be completed by a person authorized to make this attestation on behalf of the Bidder/Proposer for the purpose of submitting a bid, proposal, quote, or other response, or otherwise entering into a contract with the County. The associated bid, proposal, quote, or other response will not be accepted unless and until this completed and executed. The affidavit is submitted to the County.

The Contractor shall complete **Exhibit G, Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit**, attached hereto and incorporated herein by reference.

SOCIAL INTERESTS

WHEREAS, nothing in this contract shall in any way be utilized to request documentation relating to or authorizing consideration of an agency's social, political or ideological interest when determining if the agency is a responsible vendor or give a preference to an agency's social, political, or ideological interests.

ASSURANCES AND CERTIFICATIONS

The South Florida Workforce Investment Board (SFWIB) will not award funds where the Respondent ("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.

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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 the Contract 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.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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 OPPORTUNITY ASSURANCES

As a condition for the award of financial assistance from the Department of Labor under Title I of the Workforce Innovation and Opportunity Act (WIOA), and the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, the Contractor assures that it has the ability to comply fully with the nondiscrimination and equal opportunity provisions of the following laws and will remain in compliance for the duration of the award of federal financial assistance:

1. Section 188 of the WIOA, which prohibits discrimination against all individuals in the United States on the bases of race, color, religion, sex (including pregnancy, childbirth and related medical conditions, transgender status and gender identity, gender expression or sex stereotyping) (except as otherwise permitted under Title IV of the Education Amendments of 1972), national origin (including Limited English Proficiency), age, disability, or political affiliation or belief, or against beneficiaries on the bases of either citizenship status 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 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;
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 bases of disability, respectively, by: (a) private employers, state and local governments, employment agencies and labor unions that employ 15 or more employees; (b)

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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, 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 Contractor will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to 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 X1 – 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 shall 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 of which are created pursuant to section 215.473, Florida Statutes, or the Scrutinized Companies that Boycott Israel List or is engaged in a Boycott of Israel as described in section 215.4725, 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

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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, attorneys' 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.

City of Miami Gardens
Contractor Name

City Manager
*Name and Title of Authorized Representative

[Signature]
Signature of Authorized Representative

1/30/2025
Date

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

FLORIDA CLEAN INDOOR AIR ACT

The purpose of the **Florida Clean Indoor Air Act (FCIAA)** is to protect people from the health hazards of second hand tobacco smoke and to implement the Florida Health initiative in Article X, Section 20, Florida 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.

FCIAA Provisions

- ❖ **Prohibition** – A person may not smoke or vape in an enclosed indoor workplace, except as specified below (s. 386.204, F.S.).

Enclosed, indoor workplace means – Any place where one or more persons engages in work, and which place is predominantly or totally bounded on all sides and above by physical barriers, regardless of whether such barriers consist of or includes, without limitation, uncovered openings; screened or otherwise partially covered openings; or open or closed windows, жалousies, doors, or the like.

The Department of Health considers enclosed indoor workplaces to include, but not be limited to, the following:

- ◆ Public and private workplaces
 - ◆ Restaurants
 - ◆ Bowling centers
 - ◆ Private country clubs
 - ◆ Hotels/motels (excluding guest rooms)
 - ◆ Beauty/barber salons
 - ◆ Libraries
 - ◆ Auditoriums/theaters
 - ◆ Nursing homes/health care facilities
 - ◆ Educational facilities (private or public)
- ❖ **Penalties** – Any person who violates s. 386.204, F.S., commits a non-criminal violation as defined in s. 775.08(3), F.S., punishable by a fine of not more than \$100 for the first violation and not more than \$500 for each subsequent violation. Jurisdiction shall be with the appropriate county court (s. 386.208, F.S.).
 - ❖ **Specific exceptions** – Smoking or vaping is permitted in the following indoor locations (s. 386.2045, F.S.):
 - ◆ Customs Smoking Room – s. 386.205, F.S.
 - ◆ Private Residence – as defined in s. 386.203(1), F.S.
 - ◆ Stand-Alone Bar – as defined in s. 386.203(12), F.S.
 - ◆ Retail Tobacco Store – as defined in s. 386.203(9), F.S.
 - ◆ Designated Smoking Guest Rooms at Public Lodging Establishments – as defined in s. 386.203(4), F.S.
 - ◆ Smoking Cessation Program, Medical or Scientific Research – s. 386.2045(6), F.S.

- ◆ Membership Association – as defined in s. 386.203(7), F.S., and provided that noncommercial activities are performed by members of the membership association.
- ◆ Retail Vape Shop - as defined in s. 386.203(16), F.S.

Key Points of the Law

❖ **Posting of signs; requiring policies –**

- ◆ The proprietor or other person in charge of an enclosed indoor workplace must develop and implement a policy regarding smoking and vaping prohibitions.

The following places are required to post signs if smoking or vaping is permitted:

- ◆ A licensed stand-alone bar (at entrance),
 - ◆ A customs smoking room (airport in-transit lounge),
 - ◆ A smoking cessation program where tobacco smoking or vaping is an integral part of the cessation program approved by the Department of Health, and
 - ◆ Where scientific or medical research is being conducted and tobacco smoking or vaping is an integral part of the research.
- ❖ **Public announcement in mass transportation terminals –** Announcements that Florida is a clean indoor air state and that smoking and vaping are prohibited, except in customs smoking room in an in-transit lounge, shall be made, every 30 minutes, over public address systems in terminals of public transportation carriers located in metropolitan statistical areas with populations over 230,000. (s. 386.211, F.S.).
- ❖ **Smoking and vaping prohibiting near school property; penalty –** Smoking and vaping are prohibited for any person under 18 years of age in, on, or within 1,000 feet of the real property comprising a public or private elementary, middle, or secondary school. Individuals who violate the law may be subject to penalties. (s. 386.212, F.S.).

Administration & Enforcement

The Department of Health shall enforce the FCIAA in workplaces not regulated by the Department of Business and Professional Regulation.

Respondent

Cameron D. Benson, City Manager
Name and Title of Certifying Representative

Signature of Certifying Representative

Date

1/30/2025

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**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.

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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).

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

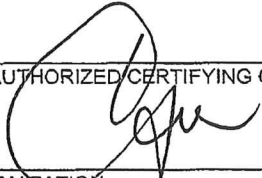
SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE City Manager
APPLICANT ORGANIZATION City of Miami Gardens	DATE SUBMITTED 1/30/2025

Exhibit D

ANNUAL CERTIFICATION

Cameron D. Benson, on behalf of City of Miami Gardens,
certifies and assures that all certifications and assurances on file with the Contract are current. This
certification is incorporated and made a part of the Contract # MOU-SP-PY'24-27-00.

By:

[Signature]
Signature of Affiant

1/30/2025
Date

Cameron D. Benson, City Manager
Printed Name of Affiant and Title

City of Miami Gardens
Printed Name of Firm

18605 NW 27th Avenue, Miami Gardens, FL 33050
Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this 30th day of JAN, 2025

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

[Signature]
Signature of Notary

Serial Number

MARIO BATAILLE
Print or Stamp Name of Notary

7/30/2027
Expiration Date

Notary Public – State of FLORIDA

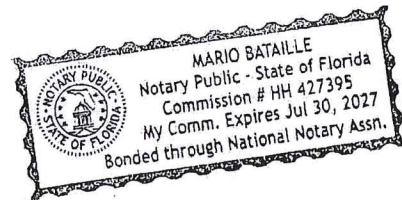
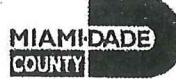


Exhibit E



HUMAN TRAFFICKING AFFIDAVIT

The Human Trafficking Affidavit is required by Section 787.06, Florida Statutes ("F.S."), as amended by HB 7063, which is deemed as being expressly incorporated into this Form. The Form must be completed by a person authorized to make this attestation on behalf of the Contractor (Nongovernmental Entity) for the purpose of executing, amending, or renewing a Contract with the County (Governmental Entity). The associated Contract shall not become effective unless and until this completed and executed Form is submitted to the County (Governmental Entity). The term Governmental Entity has the same meaning as in Section 287.138(1), F.S.

City of Miami Gardens does not use coercion for labor or services as defined in Section 787.06, F.S.
Contractor's Legal Company Name

Pursuant to Section 92.525, F.S., under the penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Contractor's Authorized Representative: Cameron Benson

Title of Contractor's Authorized Representative: City Manager

Signature of Contractor's Authorized Representative: [Signature]

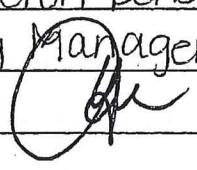
Date: 2/24/25

Exhibit G



**CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED
AFFIDAVIT**

The Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit Form ("Form") is required by Section 287.138, Florida Statutes ("F.S."), which is deemed as being expressly incorporated into this Form. The Affidavit must be completed by a person authorized to make this attestation on behalf of the Bidder/Proposer for the purpose of submitting a bid, proposal, quote, or other response, or otherwise entering into a contract with the County. The associated bid, proposal, quote, or other response will not be accepted unless and until this completed and executed Affidavit is submitted to the County.

<u>City of Miami Gardens</u>	does not meet any of the criteria set forth in Paragraphs 2 (a) – (c)
Bidder's/Proposer's Legal Company Name	
of <u>Section 287.138, F.S.</u>	
Pursuant to Section 92.525, F.S., under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.	
Print Name of Bidder's/Proposer's Authorized Representative:	<u>Cameron Benson</u>
Title of Bidder's/Proposer's Authorized Representative:	<u>City Manager</u>
Signature of Bidder's/Proposer's Authorized Representative:	<u></u>
Date:	<u>2/24/25</u>