

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: July 7, 2020

Consent

Regular

Ordinance

Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: a National Emergency Dislocated Worker Worksite Non-Financial Memorandum of Understanding (MOU) with CareerSource Palm Beach County, Inc. for the provision of temporary workers eligible under the grant to assist with humanitarian aid, clean up and restoration with the Parks and Recreation and Community Services Departments. The term of this MOU shall commence on the date last signed by both parties and shall end on March 31, 2022.

Summary: CareerSource Palm Beach County, Inc. was awarded \$820,000 in grant funding by the U.S Department of Labor through the National Emergency Dislocated Worker grant. This grant is specifically for local employment of individuals dislocated due to recent layoffs, long-term unemployment, and those exhausting unemployment benefits. Dislocated workers will be recruited, screened, and hired by CareerSource for positions associated with COVID-19 humanitarian aid, cleanup and restoration efforts. The Parks and Recreation and Community Services Departments identified specific qualified temporary work to provide humanitarian and sanitation service consistent with CDC guidance for homeless encampments in John Prince Park as well as park ranger duties monitoring public parks in the recovery phase for public safety/education, sanitation and restoration of service. CareerSource will place the temporary workers and County staff will supervise the work. The Memorandum of Understanding was executed by the County Administrator pursuant to Palm Beach County's Declaration of Continued State of Emergency. Countywide (AH)

Background and Justification: COVID-19 has presented many operational challenges for the Parks and Recreation and Community Services Departments. Challenges include maintaining adequate staffing to provide services related to the humanitarian aid, clean-up and restoration of services to the public. Partnering with CareerSource allows for specific 12 week temporary employee placement in these departments within the constraints of the grant. This MOU will provide employment for displaced workers while also providing a resource of up to 18 temporary workers to support Parks and Recreation and up to 15 temporary workers to support Community Services efforts in response to COVID-19. With parks reopening to the public, increased attendance of people using their local parks as an outlet for physical and mental health and the challenges of homeless encampment management until transition to shelter, this additional staffing support is beneficial to the public's health, safety and welfare.

Attachment: National Emergency Dislocated Worker Worksite Non-Financial Memorandum of Understanding By and Between CareerSource Palm Beach County, Inc. and Palm Beach County.

Recommended by:


Department Director

6-16-20
Date

Approved by:


Assistant County Administrator

6/23/2020
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in Current Budget:		Yes	_____	No	<u>X</u>
Does this item include use of federal funds?		Yes	_____	No	<u>X</u>

Budget Account No.: Fund _____ Department _____ Unit _____
 Object _____ / Revenue Source _____ Program _____

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

*There is no net fiscal impact associated with this item

C. Departmental Fiscal Review: W. Beverly Simpson

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

<p><u>Polina Pevsner 6/11/2020</u> OFMB 6/11 BR 6/11</p>	<p><u>Dr. S. J. Jantzen 6/16/2020</u> Contract Development and Control 6-16-2020</p>
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B. Legal Sufficiency:

Anne Delbant 6-18-2020
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

Federal Award Name: Disaster-FL-COVID-19
Grantor: United States Department of Labor
Federal Award Identification Number (FAIN): DW-34657-20-60-A-12
Federal Award Year: PY2020
CFDA/CSFA Title and Number: WIOA National Dislocated Worker Grants, 17.277

**NATIONAL EMERGENCY DISLOCATED WORKER WORKSITE
NON-FINANCIAL MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
CAREERSOURCE PALM BEACH COUNTY, INC.
3400 Belvedere Road, West Palm Beach, Florida 33406
AND
PALM BEACH COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA
BY AND THROUGH ITS BOARD OF COMMISSIONERS**

(Insert Employer Name, Hereinafter Referred To As Contractor)

CONTRACTOR ADDRESS: 301 NORTH OLIVE AVENUE, WEST PALM BEACH, FLORIDA 33401

WORKSITE ADDRESS: SEE ATTACHED FOR MULTIPLE WORKSITE LOCATIONS
(If different than Contractor's address)

CONTRACTOR FEI #: 59-6000785

WHEREAS, CareerSource Palm Beach County, Inc. (CareerSource) desires to enter into this National Emergency Dislocated Worker Worksite Non-Financial Memorandum of Understanding (MOU) with Contractor to provide temporary jobs to assist with humanitarian aid, clean up and restoration (collectively referred to as "Project") activities due to COVID-19.

NOW THEREFORE, in consideration of the mutual covenant and agreement expressed herein, CareerSource and Contractor hereby agree as follows.

1. TERM

The term of this MOU shall commence on the date last signed by both parties and shall end on March 31, 2022.

2. TERMINATION

Either party may terminate this MOU at any time for any reason for convenience, upon giving twenty-four hours (24) written notice to the other party. If said MOU should be terminated for convenience as provided herein, CareerSource will be relieved of all obligations under said MOU after the date of termination.

3. RECRUITMENT AND SELECTION

It is understood by CareerSource and the Contractor that no legal employer-employee relationship is created or exists between CareerSource and the CareerSource referred job seeker or the Contractor and the CareerSource referred job seeker. CareerSource referred job seekers shall not be considered an employee of CareerSource or Contractor, although Contractor shall have all supervisory responsibility of the CareerSource referred job seeker. CareerSource shall be responsible for contracting with a third party to act as the employer of record for the CareerSource referred job seeker. The employer of record shall employ the job seeker, pay job seeker wages for all actual hours worked and provide Workers' Compensation coverage for all CareerSource job seekers referred to and approved by the Contractor. For purposes of workers' compensation coverage the job seeker shall be considered an employee of the third party employer of record.

The Project shall consist of temporary work within the Palm Beach County Parks and Recreation Department and Palm Beach County Community Services Department wherein a job seeker is referred by CareerSource to the Contractor and is given temporary job functions to perform under the direction and general supervision of the Contractor. Job seeker recruitment and eligibility determination shall be the responsibility of CareerSource inclusive of Florida State Statute 943.04351 sexual predator database search requirement for working in a park. Job seekers referred to the Palm Beach County Community Services Department require a Level 2 background check prior to being referred by CareerSource to the Contractor, as deemed necessary by the Palm Beach County Community Services Department, which Level 2 background check results shall be provided to the Contractor. Job seekers determined to be eligible by CareerSource for the Project will be referred by CareerSource to the Contractor. Contractor shall have the right to reject a job seeker if the Contractor deems the job seeker to be inappropriate for a particular job or jobsite. Furthermore, the Contractor retains the right to dismiss a job seeker and refuse to allow that job seeker to return to the Contractor due to the job seeker's conduct or misconduct.

4. MAXIMUM EMPLOYMENT

Contractor understands and agrees that no CareerSource referred job seeker shall begin temporarily working for the Contractor until this MOU is executed by both the Contractor and CareerSource. The maximum employment for a CareerSource referred job seeker funded under this MOU cannot exceed twelve (12) months or more than Two Thousand Eighty (2,080) hours, whichever occurs first. These limitations apply to the individual job seeker and not specific jobs or job descriptions. The Contractor agrees to provide an immediate response to CareerSource notices of the job seeker reaching the maximum allowable employment limits and to release the job seeker from the worksite in a timely manner in accordance with the notice. Failure of the Contractor to respond as stated herein may result in the Contractor being responsible for payment of the additional wages attributable to exceeding the maximum employment limits stated in this Section 4. Job seekers shall not work overtime defined as in excess of 40 hours per pay period or per week, unless written authorization is received in advance by Contractor from the CareerSource point of contact stated in Section 6. Of this MOU.

5. PROJECT OPERATION AND REQUIREMENTS

Project reporting requirements include, as applicable: (1) Employed in Temporary Disaster-Relief Employment- all eligible job seekers enrolled in temporary positions under this MOU must be enrolled using the NTW activity code., (2) Completed COVID-19 Public Health Emergency services- counted when all grant-funded activities have been closed., (3) Employment at completion., (4) WIOA performance indicators apply for individuals who are also enrolled in activities provided by other workforce programs (Wagner-Peyser, WIOA, TAA). The reporting requirements herein and any changes thereto, shall be automatically incorporated and made a part of this MOU.

6. WORK DESCRIPTION

CareerSource will serve as the Administrative Entity to provide the overall guidance for the Project. CareerSource will conduct the programmatic requirements of the Project and will recruit and determine and document job seeker program eligibility, and match job seekers to employment opportunities. Only job seekers determined eligible and referred by CareerSource to the employer of record can be considered for hire by Contractor under the Project. To ensure program compliance, a CareerSource work site monitor will provide oversight of the job seeker and Contractor at regular intervals.

A Job Description shall be written by the Contractor and maintained at the worksite by the Contractor for each job seeker served under this MOU. A copy of each job seeker job description shall be approved in writing in advance by CareerSource prior to the job seeker starting his/her temporary employment with the Contractor. Such Contractor's job descriptions are hereby incorporated herein and shall by reference be made a part of this MOU.

Contractor must determine and ensure that all Contractor approved job seekers at all worksites are only performing Project approved work activities. Contractor shall notify the CareerSource point of contact immediately via telephone followed up within twenty four (24) hours in writing via email of any changes to the job seeker required work hours, job description and/or if the Project work has been completed and the job seeker's employment with the Contractor needs to be ended. The aforesaid termination notice, as well as all other notices required by this MOU, shall be considered received when delivered to the point of contact for each party. Each party may notify the other party in writing via email of any changes to their point of contact. Such change to the point of contact for either party may be made without a written amendment to this MOU. The point of contact for Contractor shall be designated on each job description submitted to CareerSource for approval.

The CareerSource point of contact is as follows:

Charles Duval, Associate Vice President, Business Services
CareerSource Palm Beach County, Inc.
3400 Belvedere Road, West Palm Beach, Florida 33406
Telephone Number: (561) 829-2040 Ext. 2144 E-Mail: cduval@careersourcepbc.com

7. RESPONSIBILITIES OF CONTRACTOR

The following are the responsibilities of the Contractor. The Contractor accepts and agrees that it shall:

- a) not displace or layoff any currently employed Contractor employee in a position to be filled with a CareerSource referred job seeker. Contractor worksites must not have had any layoffs of the jobs CareerSource is filling. No Contractor employee shall be displaced by a CareerSource referred job seeker. This includes partial displacement such as reduction in the hours of non-overtime work, wages or employment benefits. It is illegal for Contractor to displace any regular employee or fail to fill a vacancy so that a CareerSource referred job seeker may fill the job requirements.
- b) direct and supervise job seeker work activities at Contractor worksite(s) in accordance with the CareerSource approved job seeker job description

- c) maintain the confidentiality of any information provided by or about any job seeker, except as otherwise approved and authorized in writing by the job seeker, or as otherwise authorized by law
- d) assign work to the job seeker during the entire time they are at the worksite
- e) require the job seeker's conformance with the Contractor's Personnel Rules of Conduct
- f) orient and train its work site Supervisory personnel including any alternate staff directly responsible for the supervision of the job seeker(s) as to the Contractor's responsibilities and obligations under this MOU
- g) be accountable for maintaining CareerSource job seeker time sheets by keeping accurate work time attendance rosters, supervising the proper completion and signing of time sheets by each job seeker, certifying and signing job seeker time sheets if all the prior requirements are met and by faxing the timesheets to the employer of record no later than 5 p.m. each Monday for the period commencing midnight on Sunday and ending on 11:59 p.m. on Saturday. Contractor agrees to accept direct financial responsibility for overpayment to the job seeker resulting from Contractor's negligence and/or misrepresentation of actual time worked by the job seeker.
- h) ensure that all required safety supplies and equipment are provided and used in the proper manner for the intended use
- i) conform to normal routines and functions befitting a reasonable business establishment, including but not limited to, appropriate supervision on the premises, displaying positive work habits and maintaining safe working conditions
- j) ensure that all sites where job seekers will be assigned are operated in a sanitary and safe manner in accordance with health and safety standards established by State and Federal law
- k) inform the employer of record and CareerSource immediately via telephone, followed up within twenty four (24) hours in writing via email should an accident or injury occur at the job site affecting or involving a job seeker and require the job seeker to complete a first report of injury form
- l) notify CareerSource and the employer of record by telephone of any problem or concern regarding a job seeker's performance at a worksite as soon as possible, but at least within 24 hours of when the problem is identified
- m) not discriminate against any job seeker or potential job seeker because of race, color, religion, sex, national origin or disability
- n) ensure the job seeker receives fair and impartial treatment and that job seekers shall not be subjected to harassment of any type or form
- o) job seeker(s) will be offered the same terms of employment, working conditions as other members of the Contractor's workforce similarly employed. Contractor shall provide a copy of its policies and/or procedures to the job seeker covering any specific rules or regulations by which the job seeker is required to follow upon the job seeker's first day of temporary employment with the Contractor.
- p) Contractor will provide the requisite instruction, supervision, facilities and equipment necessary to train the job seeker
- q) Contractor shall not directly or indirectly assist, promote (encourage) or deter (discourage) union organizing. For any positions covered under a collective bargaining agreement, Contractor must obtain Notice of Concurrence from the bargaining agent. Contractor shall not employ a CareerSource job seeker without union concurrence, if workers are unionized.
- r) Contractor shall not employ a CareerSource job seeker to directly or indirectly aid in the filling of a job opening which is vacant because the former occupant is on strike, is being locked out in the course of a labor dispute, or the filling of which is otherwise an issue in a labor dispute involving a work stoppage
- s) job seeker(s) may not engage in or be employed in the construction, operation or maintenance of any facility used or to be used for sectarian activity
- t) job seeker(s) may not engage in or be employed in political activity or the instruction of worship or sectarian activities or in the construction of sectarian facilities. Job seekers may not engage in the operation or maintenance of any facility used or to be used for sectarian activity.
- u) notify CareerSource in writing immediately upon notice of the status of a job seeker when one or more of the following situations occur:
 1. the job seeker has failed to attend the initial interview or refused a suitable work site offer or voluntarily quit
 2. the job seeker was not accepted by the Contractor into temporary employment
 3. the job seeker has experienced absenteeism or sickness or other problems
 4. the job seeker secured permanent employment with the Contractor
- v) not charge the CareerSource job seeker a fee for the placement or referral of the job seeker in a Contractor position funded by this MOU
- w) follow all applicable wage and hour regulations, including but not limited to: the Fair Labor Standards Act of 1938 (et seq.); Occupational Safety and Health Act of 1970 (et seq.); Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c) as supplemented by the U.S. Department of Labor regulations, 29 CFR Part 3; Contract Work Hours and Safety Standards Act; Davis-Bacon Act as amended (40 U.S.C 276a to a-7) supplemented by Department of Labor regulations, 29 CFR Part 5
- x) Contractor hereby represents that Contractor has paid all Federal, State and other taxes as may be required by law and that there are no tax liens filed against Contractor and no judgments entered against Contractor which have not been fully satisfied, discharged and released as of the date of the MOU. Breach by Contractor of the foregoing

representation shall constitute a misrepresentation by Contractor and CareerSource may in its sole and absolute discretion terminate the MOU immediately upon notice to Contractor.

8. MODIFICATIONS/AMENDMENTS

This MOU may be modified by either party only upon a written amendment to this MOU executed by both parties. This MOU shall be automatically amended with written notice if there are Project changes in federal, state or local laws, rules, regulations or policies.

9. CONFLICT OF INTEREST

Contractor certifies that job seekers referred to Contractor by CareerSource are not members of Contractor's immediate family or the immediate family of any of Contractor's supervisory or management staff. To avoid a conflict of interest, all Contractors who have any financial and/or family/relative relationship(s) as defined in Section 112.3143, F.S. with any CareerSource or Palm Beach Workforce Development Consortium (Consortium) staff member or CareerSource Board, CareerSource Committee or Consortium member must prior to execution of this MOU complete and submit to CareerSource the Conflict of Interest Disclosure form.

10. CERTIFICATION REGARDING DRUG-FREE WORKPLACE RULE

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

11. RETENTION OF RECORDS

Contractor and Career Source agrees to retain all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to this MOU for a period consistent with Florida public record retention law and no less than 7 years. Contractor shall maintain complete and accurate record keeping and documentation as required by the CareerSource and the terms of this MOU. Copies of all records and documents shall be made available to the CareerSource upon request at no cost. All documentation must be clear and legible for audit purposes. Any records not available at the time of an audit will be deemed unavailable for audit purposes.

12. INDEPENDENT CONTRACTOR

In the execution of this MOU and rendering of services prescribed by this MOU, Contractor shall maintain at all times its independent status, and shall be considered an independent Contractor in the performance of its duties and responsibilities under this MOU. CareerSource shall neither have nor exercise any control or direction over the methods by which the Contractor shall perform its work and functions other than as provided herein. Nothing in this MOU is intended to, nor shall be deemed to constitute, a partnership or a joint venture between the parties. No provision of this MOU, act of Contractor in the performance of this MOU, or act of CareerSource in the performance of this MOU, shall be construed as making Contractor the agent, servant or employee of CareerSource.

13. INDEMNIFICATION/HOLD HARMLESS

In the event of any claim or suit against CareerSource or the Palm Beach Workforce Development Consortium on account of any alleged patent or copyright infringement arising out of the performance of this MOU or out of the use of any supplies furnished or work or services performed under this MOU, Contractor shall furnish to CareerSource, when requested, all evidence and information in possession of Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of CareerSource.

14. NON-ASSIGNABILITY CLAUSE

This MOU or any right accruing hereunder shall not be assigned by Contractor in whole or in part. Any assignment in violation hereof shall be invalid.

15. GOVERNING LAW AND VENUE

The place for any hearing, arbitration or otherwise, shall be Palm Beach County, Florida. This MOU shall be interpreted under the laws of the State of Florida.

16. PUBLIC ANNOUNCEMENTS AND ADVERTISING/STEVENS AMENDMENT

Contractor agrees that when issuing statements, press releases, request for proposals, bid solicitation, and other documents describing the project funded in whole or in part under this MOU, Contractor shall clearly state: (1) the percentage of the total cost of the project which will be financed with Federal money under this MOU and (2) the dollar amount of Federal funds for the project (3) Percentage and dollar amount of the total costs of the project that will be financed by non-governmental sources.

17. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER MATTERS

Contractor certifies that it is not currently presently nor previously within a three-year period in accordance with the U.S. Department of Labor regulations at 29 CFR Part 98, 29 CFR Part 95 and 45 CFR Part 74 preceding the effective date of the MOU, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. No contract shall be awarded to parties listed on the GSA List of Parties Excluded from Federal Procurement or Non-Procurement Programs.

18. NONDISCRIMINATION AND EQUAL OPPORTUNITY

CareerSource shall establish and maintain a non-discrimination policy in accordance with the Executive Order 11246, as amended by Executive Order 11375, Section 188 of the Workforce Innovation and Opportunity Act of 2014, Executive Order (EO) No. 11246, The Age Discrimination Act of 1975 as amended, Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, Title VI of the Civil Rights Act of 1964 as amended, which prohibits discrimination on the basis of race, color or national origin, Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), 42 U.S.C. 2000 et seq., Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, as amended, Title IX of the Education Amendments of 1972, as amended, The American with Disabilities Act of 1990, P.L. 101-336 Executive Order (EO) No. 11246, Equal Employment Opportunity, as amended by EO No. 11375, and as supplemented in Department of Labor regulation 29 CFR parts 33 and 37 as well as 41 CFR, part 60 and 45 CFR part 80 if applicable.

Contractor shall establish and maintain a non-discrimination policy in accordance with the Executive Order 11246, as amended by Executive Order 11375, Section 188 of the Workforce Innovation and Opportunity Act of 2014, Executive Order (EO) No. 11246, The Age Discrimination Act of 1975 as amended, Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, Title VI of the Civil Rights Act of 1964 as amended, which prohibits discrimination on the basis of race, color or national origin, Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), 42 U.S.C. 2000 et seq., Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, as amended, Title IX of the Education Amendments of 1972, as amended, The American with Disabilities Act of 1990, P.L. 101-336 Executive Order (EO) No. 11246, Equal Employment Opportunity, as amended by EO No. 11375, and as supplemented in Department of Labor regulation 29 CFR parts 33 and 37 as well as 41 CFR, part 60 and 45 CFR part 80 if applicable.

19. OFFICE OF INSPECTOR GENERAL ACCESS AND AUDITS

CareerSource shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this MOU. The Contractor shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CareerSource's place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of CareerSource, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

20. COUNTERPARTS

This MOU may be executed in one or more counterparts, all of which shall constitute collectively but one and the same MOU. Any party may execute this MOU through electronic or manual means.

21. LIVING WAGE ORDINANCE

Consistent with the Palm Beach County Living Wage Ordinance, all persons employed to provide certain services to Palm Beach County shall be paid at least \$12.62 per hour.

22. CERTIFICATION REGARDING THE FEDERAL WATER POLLUTION CONTROL ACT AS AMENDED

When applicable, Contractor shall comply with Section 508 of the Clean Water Act as amended (33 U.S.C. 1368 et seq.), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). The Contractor shall report any violation of the above to the CareerSource.

23. ENERGY EFFICIENCY AND ENERGY POLICY ACT OF 2005 (PUBLIC LAW 109-58)

Contractor agrees to comply with all provisions of the Energy Policy Act of 2005 (Public Law 109-58). Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

24. NON-DISCRIMINATION EQUAL OPPORTUNITY ASSURANCES, CERTIFICATIONS, OTHER PROVISIONS

Contractor agrees that it will comply fully with the following:

- 1) Title VI of the Civil Rights Act of 1964 as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color or national origin.
- 2) Section 504 of the Rehabilitation Act of 1973 as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability.
- 3) Title IX of the Education Amendments of 1972 as amended, 20 U.S.C. 1681 et. Seq. which prohibits discrimination on the basis of sex in educational programs.
- 4) The Age Discrimination Act of 1975 as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age.
- 5) Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs.
- 6) Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), which prohibits discrimination against all participants in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or Participation in any WIOA Title I financially assisted program or activity.
- 7) The American with Disabilities Act of 1990, P.L. 101-336, which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities.
- 8) Equal Employment Opportunity (EEO): The Contractor agrees that it shall comply with Executive Order (EO) No. 11246, Equal Employment Opportunity, as amended by EO No. 11375, requires that Federal contractors and subcontractors not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. It also requires the contractor/subcontractor to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin and as supplemented in Department of Labor regulation 29 CFR Parts 33 and 37 as well as 41 CFR Part 60 and 45 CFR Part 80 if applicable.
- 9) Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. Contractor understands that the United States has the right to seek judicial enforcement of this assurance.

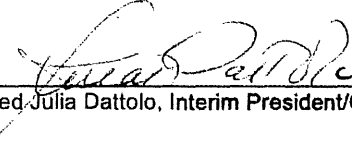
25. MONITORING


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

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IN WITNESS WHEREOF, Contractor and CareerSource have caused this MOU to be duly executed as of the date set forth below.

APPROVED BY: CareerSource Palm Beach County, Inc.

BY: 
Signed: Julia Dattolo, Interim President/CEO

WITNESS: 

DATE: 5/26/20

IN WITNESS WHEREOF, Contractor and CareerSource have caused this MOU to be duly executed as of the date set forth below.

APPROVED BY: Contractor
Palm Beach County Board of County Commissioners

BY: *Verdenia C. Baker*
Verdenia C. Baker
County Administrator

APPROVED AS TO LEGAL SUFFICIENCY:

/s/ Anne Helfant
Anne Helfant
Assistant County Attorney

DATE: 5-27-2020