Memorandum

MIAMI-DADE COUNTY

Date: July 8, 2010

Agenda Item No. 9(A)(1)

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: County Participation in the 2010 Florida Back to Work Program

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RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the attached resolution ratifying the execution of a Subsidized Employment Agreement with the South Florida Workforce Investment Board (SFWIB) and confirming Miami-Dade County's participation in the Florida Back to Work Program. The agreement provides temporary employment to participants who qualify under the Temporary Assistance to Needy Families (TANF) guidelines through September 2010. All positions covered by this agreement will be filled through the Florida Back to Work Program. The resolution also authorizes the Mayor or the Mayor's designee to apply for, receive, and expend any and all funds that may become available during the term of this agreement; to file and execute any amendments to the agreement for and on behalf of the County; and to exercise amendments, modifications, renewals, cancellations, and termination clauses of any contracts and agreements, subject to approval by the County Attorney's Office.

SCOPE

The impact of the program is countywide and provides funding for up to 828 positions. All County departments that have program-eligible jobs will participate in the program. To date, 698 positions from the following 17 departments have been submitted to South Florida Workforce (SFW) for recruitment: Animal Services, Community Action Agency, Citizens Independent Transportation Trust, Clerk of Courts, Elections, Finance, Libraries, Office of Americans with Disabilities Act Coordination, Office of Grants Coordination, Park and Recreation, Planning and Zoning, Procurement Management, Public Housing Agency, Seaport, Solid Waste, Transit and Vizcaya. Many of these positions, such as those in Community Action Agency and Park and Recreation, will provide staff for summer programs. Additional positions will be included as departments identify other program-eligible jobs.

FISCAL IMPACT/FUNDING SOURCE

The purpose of this agreement is to create 828 temporary employment opportunities for TANF eligible participants. The funds awarded pursuant to this agreement are one-time funding granted pursuant to the American Recovery and Reinvestment Act 2009 (ARRA) to fund Subsidized Employment Program Initiatives under TANF.

The direct program costs - exclusive of supervisory overhead - for wages, payroll taxes, workers' compensation insurance, physical examinations, background checks and SFW overhead is approximately $7.588 million. The County will be reimbursed $6.07 million for 80 percent of these costs. The wage rate for participants in the program is expected to range from $9.57 to $19.51 per hour. The County also will receive reimbursement from the program for 80 percent of the cost of supervision, which is calculated at 25 percent of the cost of direct labor. The program budget

assumes that every dollar expended in direct labor incurs a related 25 percent supervisory cost. However, the County will not be hiring additional supervisors and will supervise program participants with existing staff. Therefore, the net cost to the County to participate in the program will not exceed $172,369. The net cost of the program will be absorbed by the participating departments' current FY 2009-10 budgets and will not have any impact on future annual budgets.

TRACK RECORD/MONITOR

This agreement will be jointly monitored by Grace Cespedes, Deputy Director, Finance Department and Mary Lou Rizzo, Director, Recruitment, Compensation and Testing, Human Resources Department.

BACKGROUND

The Florida Back to Work program was established in December 2009 to create temporary jobs for parents with a child younger than 18 whose family income is less than 200 percent of federal poverty level, which is currently $29,140 a year for a two-person household. Employment under the program is temporary and will last through September 30, 2010. The program will include individuals who are receiving unemployment compensation benefits and persons currently receiving or eligible to receive TANF cash assistance.

Since being notified of these employment opportunities, Miami-Dade County departments have developed work programs, identified program-eligible positions and worked with SFW to prepare program budgets and other items necessary to expedite the program once the federal and state governments approved funding and final program rules. The County immediately began to develop its program in order to take full advantage of the TANF opportunity. The proposed program includes a maximum of 828 temporary positions, and all County departments are eligible to participate. To date, a total of 698 positions from 17 departments have been submitted to SFW for recruitment. Additional opportunities are still being identified, and the County intends to use all available positions. Under the agreement, the program will reimburse the County for pre-employment background checks, pre-employment physical examinations and up to 95 percent of its payroll and benefits costs.

In order to participate, the County must contribute in-kind costs for employees' supervision and training, for which there is a partial reimbursement and a cash contribution to cover the remaining 5 percent cost of wages and benefits. The County's net costs after all reimbursements will not exceed $172,369 if all 828 positions are filled as planned. In accordance with program guidelines, temporary employment opportunities may not include positions from which County employees have been laid off. The Human Resources Department has been carefully reviewing all potential program positions to confirm eligibility. Once these positions are deemed program-eligible, SFW will advertise the positions and screen applicants for income eligibility. Eligible candidates will be referred to the County for processing and placement following normal employee hiring procedures.

We originally believed Florida Back to Work grants would be awarded on February 1, 2010, but, for a variety of reasons, there were significant delays at the state and federal levels in finalizing program rules and disbursing the funds to participating organizations. Because of these delays, we have needed to move quickly to take full advantage of this program before it ends in September 2010.

SFW has begun advertising approved program-eligible positions, and candidates have been screened and referred to the County. Due to time constraints, the County has begun hiring eligible applicants and is therefore requesting the Board to ratify this agreement and the County's participation in the program.

Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: July 8, 2010

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 9(A)(1)

Please note any items checked.

_____ "3-Day Rule" for committees applicable if raised

_____ 6 weeks required between first reading and public hearing

_____ 4 weeks notification to municipal officials required prior to public hearing

_____ Decreases revenues or increases expenditures without balancing budget

_____ Budget required

_____ Statement of fiscal impact required

_____ Ordinance creating a new board requires detailed County Manager's report for public hearing

_____ No committee review

_____ Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve

_____ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 9(A)(1)
7-8-10

RESOLUTION NO. _____

RESOLUTION RATIFYING EXECUTION OF AN AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE SOUTH FLORIDA WORKFORCE INVESTMENT BOARD TO PARTICIPATE IN THE FLORIDA BACK TO WORK PROGRAM AND TO RECEIVE AND EXPEND ANY AND ALL FUNDS UNDER THE FLORIDA BACK TO WORK PROGRAM; AND AUTHORIZING THE MAYOR OR MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL RIGHTS CONTAINED THEREIN

WHEAREAS, one-time funding is being awarded pursuant to the American Recovery and Reinvestment Act 2009 (ARRA) to fund Subsidized Employment Program Initiatives under the Temporary Assistance to Needy Families (TANF); and

WHEREAS, Miami-Dade County (the "County") can provide temporary employment opportunities to income eligible members of the community; and

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby ratifies the execution of the entire Subsidized Employment Agreement with the South Florida Workforce Investment Board including Exhibit B, Subsidized Employment Project Budget, attached hereto and made part hereof, and the County's participation in the Florida Back to Work Program; authorizes the Mayor or Mayor's designee to execute any necessary amendments to the agreement for and on behalf of Miami-Dade County, Florida following approval by the County Attorney's Office; and authorizes the Mayor or Mayor's designee to exercise any and all rights contained therein.

The foregoing resolution was offered by Commissioner , who moved its adoption. The motion was seconded by Commissioner and upon being put to a vote, the vote was as follows:

Dennis C. Moss, Chairman
Jose "Pepe" Diaz, Vice-Chairman

Bruno A. Barreiro	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 8th day of July, 2010. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Peter S. Tell

SUBSIDIZED EMPLOYMENT AGREEMENT
AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) 2009 – FLORIDA BACK TO WORK PROGRAM

SOUTH FLORIDA WORKFORCE INVESTMENT BOARD
7300 Corporate Center Drive, Suite 500
Miami, Florida 33126-1234

EMPLOYER	AGREEMENT NUMBER	CFDA NUMBER
Miami-Dade County **111 N.W. 1st Street, Suite 2910** **Miami, Florida 33128**	**ARRA-SE-PY'09-994-00** INDEX CODE **70994**	**ARRA TANF: 93.714**

This **Agreement** is made and entered into by and between the South Florida Workforce Investment Board, (hereinafter referred to as the "**SFWIB**") and the **Miami-Dade County**, (hereinafter referred to as "**Employer**"). This Agreement establishes a sub-recipient, contractual, independent contractor relationship between the SFWIB and the Employer in which the Employer accepts substantial financial and programmatic responsibilities for the use of federal, state, and if applicable, local funds.

WITNESSETH:

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, covenants, and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **PURPOSE**
   The purpose of this Agreement is to create jobs.

2. **EFFECTIVE TERM**
   The term of this Agreement shall commence upon **May 26, 2010** and terminate at the close of business on **September 30, 2010.**

3. **ADHERENCE TO THE TERMS AND CONDITIONS OF FUNDING REQUEST**
   Exhibit A, Employer Information Sheet and **Exhibit B, Subsidized Employment Project Budget** submitted by the Employer during the application process, as approved by the Agency for Workforce Innovation (AWI) and the United States Department of Health and Human Services (HHS) are attached hereto and incorporated herein by reference hereto as if fully set forth herein.

4. **TOTAL PAYMENT**
   Funds under this Agreement **are a one-time funding** being awarded pursuant to the American Recovery and Reinvestment Act 2009 (ARRA) to fund Subsidized Employment Program Initiatives under the Temporary Assistance to Needy Families (TANF). SFWIB reimbursement to Employer shall not exceed **97.708%** of the cost of the wages or salaries, as applicable, and the Employer's portion of all applicable payroll taxes, workers compensation insurance, and drug tests and background screenings for the employment positions filled through this Agreement under the "**Florida Back to Work Program (FBTW)**". Subject to the availability of funds to the SFWIB, the maximum amount payable for wages or salaries, as applicable, and the Employer's portion of all applicable payroll taxes, workers compensation insurance, and drug tests and background screenings under this cost reimbursement Agreement shall not exceed **$7,520,364.03** as set forth in this Agreement and in accordance with **Exhibit B, Subsidized Employment Project Budget** attached hereto and incorporated herein by reference hereto as if fully set forth herein.

   Employer shall be charged a program fee not to exceed **$172,368.52**, as set forth in **Exhibit B, Subsidized Employment Project Budget** attached hereto and incorporated herein by reference hereto as if fully set forth herein which shall serve as the required matching funds from the employer for wages or salaries, as applicable, and the Employer's portion of all applicable payroll taxes, workers compensation insurance, and drug tests and

background screenings. Said program fee shall be deducted from the amounts otherwise reimbursable to the Employer on a monthly or other basis, at the sole discretion of the SFWIB.

The Employer shall be reimbursed, barring any disallowances, for straight-time wages or salaries (no overtime), as applicable, and the Employer's portion of all applicable payroll taxes, workers compensation insurance, and for drug tests and background screenings for up to and including forty (40) hours per week per employee.

Straight-time wages are payments for straight-time work hours. Straight-time work hours are defined herein as regularly scheduled work hours that are not subject to overtime or bonus pay. Accrued wages and salaries for vacation or sick leave are not considered straight-time wages. No reimbursement shall be made for hours worked in excess of forty (40) hours per employee per week. No reimbursement shall be made for amounts paid by Employer for any expenses other than wages or salaries, as applicable, and the Employer's portion of all applicable payroll taxes, workers compensation insurance, and drug tests and background screenings

The number of employees for whom the Employer may be reimbursed shall not exceed the number of subsidized employment positions as set forth in the **Employer Information Sheet, Exhibit A** and **Subsidized Employment Project Budget, Exhibit B** attached hereto and incorporated herein by reference hereto as if fully set forth herein.

Both parties hereto agree that if funding available to the SFWIB is reduced for any reason, the amount reimbursable under this Agreement may be reduced or eliminated at the option and sole discretion of the SFWIB.

5. SFWIB and SFWIB's Career Centers shall pre-screen individuals registered in the Employ Florida Marketplace (EFM) system to establish a pool of candidates (the "Selection Pool") to fill job openings created by Employer's employment needs.

6. Employer has agreed to hire the employees at the same wages or salaries, and benefits as similarly situated employees and to pay one-hundred percent (100%) of the employees' wages or salaries and their benefits and to retain the employees hired, or replacement employees, for the positions funded pursuant to this Agreement as permanent employees after the subsidy by the SFWIB has ended ("Period of Subsidy") and has agreed to **not** reduce the wages or salaries of the persons hired during or after the Period of Subsidy for a period of at least ninety (90) days as long as the employee performs satisfactorily and the business remains viable.

   Employee benefits, overtime and bonus pay, for employees hired pursuant to this Agreement, shall be the sole and exclusive responsibility of the Employer. SFWIB shall not reimburse Employer for any employee benefits, overtime or bonus pay.

7. **EMPLOYER'S RESPONSIBILITIES**

   Employer shall:

   a. Provide SFWIB with completed **Job Order Request** and **Job Description** forms which list the qualifications required for the employment positions set forth on the **Employer Information Sheet, Exhibit A.** All job orders shall be posted on the Employ Florida Marketplace's Website.
   b. Interview and select individuals to fill the positions from among the Selection Pool established by the SFWIB or SFWIB's Career Centers, when provided with the job candidates' resumes and **Florida Employment Referral Forms.**
   c. Hire the selected candidate(s) as a member of Employer's regular workforce in accordance with regular hiring practices **after execution of this Agreement but prior** to the commencement of employment.
   d. Notify the SFWIB or SFWIB's Career Centers of the job candidates selected for employment, as applicable.
   e. Provide the SFWIB with a completed **Employment Verification Form** signed by the Employer NOT LATER than the employee's first day of work and provide subsequent completed employment verification information, as requested by the SFWIB or SFWIB's Career Centers, at the sole discretion of the SFWIB. Employment information shall include, but is not limited to: Employee's Name, Last 4 digits of the SSN, Job Title, Number of Hours Worked per week, Frequency of Pay, Rate of Pay, Tips Amount (if applicable),

Date of Employment, Benefits Information, and Term of Employment (i.e., Permanent, Temporary, Seasonal).

f. Provide to the SFWIB on a bi-weekly basis, for each employee hired pursuant to this Agreement, the number of hours worked, the wages or salaries paid, the Employer's portion of payroll taxes and workers compensation insurance paid and other information as required by the SFWIB and comply with any applicable governmental reporting requirements as set forth in **Attachment 1, Supplemental Provisions for Subsidized Employment Agreements** attached hereto and incorporated herein by reference hereto as if fully set forth herein.

g. Provide all necessary supervision and training for the employees hired in subsidized employment positions pursuant to the provisions of this Agreement.

Employer agrees:

a. Only individuals referred by the SFWIB or SFWIB's Career Centers shall be hired by the Employer pursuant to this Agreement.

b. Monies provided pursuant to this Agreement shall not be used to reimburse Employer for the wages or salaries, as applicable, and the Employer's portion of all applicable payroll taxes,workers compensation insurance, and drug tests and background screenings of any person who relocates from any other of the Employer's locations, but shall be used only for wages or salaries for individuals who are newly hired through the SFWIB, or SFWIB's Career Centers.

c. To adhere to collective bargaining agreements Employer has entered into, which apply to positions filled by employees hired pursuant to this Agreement.

d. Persons hired pursuant to this Agreement shall be provided with the same conditions of employment as other employees of the Employer similarly situated. The Employer shall provide the persons hired, pursuant to this Agreement the same health and safety standards established under federal, state, and local laws that otherwise apply to other individuals engaged in similar activities who are not participants in the subsidized employment program.

e. The wage or salary levels of the employment position(s) filled pursuant to this Agreement shall be based upon the wage or salary levels paid by the Employer for comparable positions doing comparable work for the Employer.

f. Employer shall not encourage or discourage union activities, or engage employees in sectarian activities or construction or repair of sectarian facilities.

g. Neither Employer nor any representative or agent of the Employer may charge the job candidate a fee for the placement or referral of the job candidate to the employment position funded pursuant to this Agreement.

Employer certifies:

a. The program fee payable pursuant to this Agreement shall not be derived from federal funds and shall meet the requirements of 2 C.F.R. Part 215.23;

b. Staff used to supervise employees hired pursuant to this Agreement are not funded with federal funds; and

c. Staff-time used to supervise employees hired pursuant to this Agreement, in full or in part, is not being used as an in-kind contribution or to meet a maintenance of effort requirement of any other project or program funded with federal funds.

8. **PERMANENT EMPLOYMENT REQUIREMENT**

For Government Entities and Private Non-Profit Employers: The Employer shall not be required to retain employees at the end of the subsidy period although the Employer is strongly encouraged to do so.

9. **PRIOR AGREEMENTS**

This document incorporates 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 which are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

10. **CONDITIONS PRECEDENT**
The Employer shall provide to the SFWIB prior to commencement of performance under this Agreement the following documentation:

a. Board of Directors Requirements. The Employer shall insure that the Employer's Board of Directors or governing body is apprised of the fiscal, administrative and contractual obligations of the services funded through SFWIB by passage of a formal resolution authorizing execution of the Agreement with SFWIB or a formal resolution ratifying execution of the Agreement with SFWIB.

b. Certificate of Corporate Status, if a Corporation. The Employer shall submit to SFWIB a certificate of status in the name of the Employer, which certifies the following: that the Employer is organized under the laws of the State of Florida or another state; that all fees and penalties have been paid; that the Employers most recent annual report has been filed; that Employer's status is active; and that the Employer has not filed Articles of Dissolution.

c. Tax Returns. The Employer is required to submit to the SFWIB copies of all IRS forms 941 and W-9 for all employees hired pursuant to this Agreement; as applicable.

d. Organizational Responsibilities Form. The Employer shall submit to the SFWIB an **Organizational Responsibilities Form, Exhibit C** attached hereto and incorporated herein by reference hereto as if fully set forth herein.

11. INSURANCE
For Florida Governmental Entities. The Employer, as a self-insured governmental entity, shall provide to SFWIB, prior to the execution of this Agreement, a letter from the Employer stating that the Employer is self-insured and maintains an ongoing Self-Insurance Program as allowed under the Florida Statutes and that such self-insurance offers protection applicable to the Employer's officers, employees, servants and agents while acting within the scope of their employment with the Employer. SFWIB shall not disburse any funds until SFWIB is provided with the letter of self-insurance and SFWIB has approved such document.

12. **CERTIFICATION OF CONDUCT**
The Employer shall comply with all federal, state and local laws related to conflict of interest, nepotism and criminal and fraudulent activities.

13. ANTI-NEPOTISM
Section 112.3135, Florida Statutes, shall apply to the Employer and its employees as this statute applies to a public official or agency.

The Employer shall follow the provisions of section **112.3135, F.S.** with respect to individuals employed through the FBTW program. This means Employers shall not appoint, employ, promote, or advance or advocate for appointment, employment, promotion, or advancement, in or to a subsidized position in the Employer's business entity any person who is a relative of the Employer. The definitions below are incorporated and made a part of this policy.

"Employer" means the Employer or employee of the Employer in whom is invested the authority to appoint, employ, promote or advance individuals or to recommend individuals for appointment, employment, promotion, or advancement in the Employer's business entity.

"Relative" means an individual who is related to the Employer as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister.

14. **LAYOFF**
The Employer agrees and understands that in accordance with 45 C.F. R. 261.70, a subsidized employment position cannot be created if another individual is on layoff from the same or any substantially equivalent job, or if the Employer has terminated the employment of any regular employee or caused an involuntary reduction in its workforce in order to fill the vacancy with a subsidized worker.

15. **NO ASSIGNMENT or SUBCONTRACTING** - The Employer shall not assign or subcontract this Agreement or any rights accruing hereunder in whole or in part.

16. **APPLICABLE LAWS**
The Employer shall comply with all applicable Federal, State and local laws and regulations, including those of the ARRA of 2009 and the Workforce Investment Act of 1998 (as presently in effect and as same may be amended from time to time during the term of this Agreement) as well as all applicable SFWIB directives, policies and procedures, in the implementation of the terms and conditions of this Agreement or modifications thereto. The federal and state laws governing the Subsidized Work Program can be found at http://www.floridajobs.org/workforce/backtowork/.

17. **PUBLICITY**
When issuing statements, press releases, and other documents describing the project or programs funded in whole or in part with Federal money, all awardees receiving Federal funds, shall clearly state (1) the percentage of the total cost of the program or project which will be financed with Federal money, and (2) the dollar amount of Federal funds for the project or program.

18. **GRIEVANCE PROCEDURES**
The Employer agrees to comply with all applicable Grievance and Complaint Procedures of the SFWIB as required by State and federal law.

19. **TERMINATION WITHOUT CAUSE**
The SFWIB may terminate this Agreement without cause by providing thirty (30) days prior written notice to the Employer. The Employer shall be entitled to receive compensation for services performed in accordance with the conditions set forth herein through and including the date of termination. However, the SFWIB shall not be liable for any expenses incurred by the Employer after the effective date of termination of this Agreement.

The SFWIB may terminate this Agreement without cause if the state or federal government terminates or reduces the grants received by SFWIB which fund this Agreement.

20. **BREACH OF AGREEMENT**
A non-exclusive list of breaches of this Agreement is as follows:

a. The Employer ineffectively or improperly uses SFWIB funds provided to Employer pursuant to this Agreement;
b. The Employer does not furnish the letter of Self-Insurance as required by this Agreement or as determined by SFWIB;
c. The Employer fails to submit, or submits incorrect or incomplete proof of expenditures to support reimbursement requests or fails to submit or submits incomplete or incorrect detailed reports of expenditures or final expenditure reports;
d. The Employer refuses to allow SFWIB full access to records or refuses to allow SFWIB to monitor, evaluate and review the Employer's participation pursuant to this Agreement;
e. The Employer unlawfully discriminates under any of the laws of the State of Florida, of Miami-Dade County, if providing services in Miami-Dade County, or of Monroe County, if providing services in Monroe County or of the United States;
f. The Employer attempts to meet Employer's obligations under this Agreement through fraud, misrepresentation or material misstatement;
g. The Employer fails to meet the terms and conditions of any obligation under any contract or otherwise or any repayment schedule to SFWIB or any of its agencies or instrumentalities;

h. The Employer fails to submit the documentation required under **Article 10** of this Agreement in accordance with the time periods set forth therein;

i. The Employer fails to fulfill in a timely and proper manner any and all of Employer's obligations, covenants and agreements set forth in this Agreement. Waiver of breach of any provisions of this Agreement by SFWIB shall not be deemed to be a waiver of any other breach of any other provision and shall not be construed to be a modification of the terms of this Agreement.

21. BREACH OF AGREEMENT: SFWIB REMEDIES

If the Employer breaches this Agreement, the SFWIB may pursue any or all of the following remedies:

a. SFWIB may terminate this Agreement by providing written notice to the Employer of such termination and specifying the effective date thereof. In the event of termination, SFWIB may: (a) seek reimbursement of SFWIB funds awarded to the Employer under this Agreement; and (b) terminate or cancel any other contracts entered into between SFWIB and the Employer. The Employer shall be responsible for all program and administrative costs associated with such termination, including SFWIB attorneys' fees;

b. SFWIB may suspend payment, in whole or in part, under this Agreement by providing written notice to the Employer of such suspension and specifying the effective date thereof. All payments to Employer as of the effective date of suspension shall cease. On the effective date of suspension, if requested by SFWIB, the Employer shall immediately cease to provide services pursuant to this Agreement. If payments are suspended, SFWIB shall specify in writing the actions that shall be taken by the Employer as a condition precedent to resumption of payments and shall specify a date for compliance. SFWIB may also suspend any payments, in whole or in part, under any other contracts entered into between SFWIB and the Employer. The Employer shall be responsible for all program and administrative costs associated with such suspension, including SFWIB attorneys' fees;

c. SFWIB may seek enforcement of this Agreement by any action at law or equity available to SFWIB, including, but not limited to, filing an action in a court of competent jurisdiction. The venue of any such action shall be in Miami-Dade County, Florida. The Employer shall be responsible for all program and administrative costs of SFWIB associated with such enforcement, including SFWIB attorneys' fees and attorneys' fees on appeal;

d. SFWIB may debar the Employer from future SFWIB contracting;

e. If, for any reason, the Employer attempts to meet Employer's obligations under this Agreement through fraud, misrepresentation or material misstatement, SFWIB shall, whenever SFWIB deems it to be in SFWIB's best interest, terminate this Agreement by providing written notice to the Employer of such termination and specifying the effective date thereof. In such case the SFWIB may terminate or cancel any other contracts which such Employer has with SFWIB. Such Employer shall be responsible for all program and administrative costs of SFWIB associated with any such termination or cancellation, including attorney's fees. Any Employer who attempts to meet its contractual obligations with SFWIB through fraud, misrepresentation or material misstatement may be debarred from SFWIB contracting for a period not to exceed five (5) years;

f. Any other remedy available at law or equity or administratively;

g. All remedies provided herein and otherwise shall all be deemed independent and cumulative.

22. DAMAGES SUSTAINED

The Employer shall not be relieved of liability to SFWIB for damages sustained by SFWIB caused by any breach of this Agreement by the Employer, and SFWIB may withhold any payments to the Employer until such time as the exact amount of damages due to SFWIB are determined. SFWIB may also pursue any remedies available at law or equity to compensate for any damages sustained by any such breach by the Employer. The Employer shall be responsible for all program and administrative costs of SFWIB associated with such breach, including SFWIB attorneys' fees.

23. **NOTICES**
It is understood and agreed between the parties that written notice addressed to the Executive Director, SFWIB, and mailed or delivered to the address appearing on page one (1) of this Agreement and written notice addressed to the Employer and mailed or delivered to the address appearing on page one (1) of this Agreement shall constitute sufficient written notice to the respective party.

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

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

26. **AUTONOMY**
Both parties agree that this Agreement recognizes the independence and autonomy of both parties hereto and implies no affiliation of any kind between the contracting parties. The Employer is an independent contractor in all respects under this Agreement. It is expressly understood, agreed and intended that the Employer is only a recipient of funding from the SFWIB and is not an agency or instrumentality of any kind of SFWIB. Furthermore, the Employer's, officers, agents, servants, and employees are not officers, agents, servants, or employees of SFWIB or any of SFWIB's agencies or instrumentalities.

27. **INDEMNIFICATION**
a. For Florida Governmental Entities. The Employer shall indemnify and hold harmless SFWIB, its officers, employees, agents, servants, agencies and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which SFWIB and its officers, employees, agents, servants, agencies or instrumentalities may incur as a result of any and all claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Employer or the Employer's officers, employees, agents, servants, partners, principals or subcontractors. The Employer shall pay all claims and losses of any kind in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of SFWIB, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28 Florida Statutes, subject to the provisions of that statute whereby the Employer shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of $100,000, or any claim or judgment or portions thereof, which, when totaled with all other claims or judgments paid by the Employer arising out of the same incident or occurrence, exceed the sum of $200,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of the Employer or the Employer's officers, employees, servants, agents, partners, principals or subcontractors.

b. Term of Indemnification. The provisions of this indemnification shall survive the expiration of this Agreement and shall terminate upon the expiration of the applicable statute of limitation.

28. **COPYRIGHT, PATENTS, RIGHT TO DATA**
Employer agrees that if this Agreement is for experimental, developmental, or research work, then the Federal Government is the owner of rights in the resulting invention in accordance with **37 CFR part 401**, "Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any further implementing regulations issued by HHS.

29. RECORDS RETENTION (Five Year Requirement)

The Employer shall keep all Florida Back to Work Program records, accounts, and documents, including but not limited to wages or salaries, as applicable, and the Employer's portion of all applicable payroll taxes, workers compensation insurance, and drug tests and background screenings related to the operation and performance of this Agreement or any modification hereto for five (5) years following the expiration of this Agreement. However, if any audit, claim, litigation, negotiation or other action involving this Agreement or modification hereto has commenced before the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later. The Employer shall cooperate with SFWIB to facilitate the duplication and transfer of any of said records or documents during the required retention period. The Employer shall advise SFWIB of the location of all records pertaining to this Agreement upon the request of SFWIB and shall notify SFWIB by certified mail within ten (10) days of moving said records if and when the records are moved to a new location.

30. CONFIDENTIALITY OF RECORDS

The Employer shall maintain the confidentiality of any information regarding program participants that identifies or may be used to identify program participants and which may be obtained through proposal forms, interviews, tests, reports from public agencies or counselors, or any other source. The Employer shall not divulge such information without the written permission of the participant, except that such information which is necessary, as determined by SFWIB, for purposes related to the performance or evaluation of the Agreement may be divulged to SFWIB or such other persons as SFWIB may designate who have responsibilities for monitoring or evaluating the services and performances under this Agreement, or to governmental authorities to the extent necessary for the proper administration of the law and the provision of services. All release of information shall be in accordance with applicable federal and state laws as well as the policies and procedures of SFWIB. No release of information by the Employer, if such release is required by federal or state law, shall be construed as a breach of this Agreement.

31. AUDIT AND INSPECTION OF RECORDS

The Employer shall permit SFWIB or SFWIB's designees, the State of Florida and the federal government or any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy or transcribe Employer's records during the term of this Agreement and for a period of five (5) years following termination of this Agreement or final payment hereunder, whichever is later, to assure compliance with the terms hereof, or to evaluate the Employer's performance hereunder.

The Employer shall also permit any or all these aforesaid entities to monitor all activities conducted by the Employer pursuant to the terms of this Agreement. The monitoring agency may, in its sole discretion, deem necessary or appropriate such monitoring which may consist of internal evaluation procedures, examination of program data, special analyses, on-site checks or any other procedure.

32. INTERNAL CONTROLS

The Employer agrees to institute fiscal controls to account for all monies received from SFWIB and spent to perform the Employer's obligations under this Agreement.

33. ACCOUNTING RECORDS

The Employer shall maintain records that identify SFWIB funds and which contain information pertaining to authorized expenditures, obligations, de-obligated balances, assets, liabilities, outlays or expenditures and income. These records shall also be maintained in accordance with Generally Accepted Accounting Principles (GAAP).

34. MONITORING

The Employer shall permit SFWIB staff and authorized agents of SFWIB to perform random and scheduled monitoring, reviews and evaluations of the services which are the subject of this Agreement. SFWIB may monitor both fiscal and programmatic compliance with all the terms and conditions of this Agreement at any and all times.

The Employer shall permit SFWIB, and SFWIB's officers, agents or employees, to conduct site visits, client assessment surveys, and other techniques deemed reasonably necessary to fulfill the monitoring function and requirements of SFWIB. Monitoring results and findings shall be communicated to the Employer through an official written report and may require corrective action by the Employer.

35. **BI-WEEKLY INVOICING**

SFWIB will have an automated invoicing system to facilitate bi-weekly invoicing. The Employer shall have the option to choose either electronic system invoicing or manual invoicing. The Employer shall indicate the option selected on the **Organizational Responsibilities Form, Exhibit C** attached hereto and incorporated herein by reference hereto as if fully set forth herein. If Employer chooses manual invoicing, manual forms will be provided by SFWIB.

a. Requests for Reimbursement. Employer shall request reimbursement by invoicing SFWIB on a bi-weekly basis. Employer shall remit to the SFWIB the invoice package not later than the seventh (7th) business day following the end of the bi-weekly pay period in which services were provided.

To receive reimbursement the Employer shall submit an invoice package which shall include:

1. A completed **Reimbursement Request, Exhibit D,** attached hereto and incorporated herein by reference hereto as if fully set forth herein.
2. A Payroll Register which should indicate payroll period, staff names, hours worked, wage or salary rates, FICA and MICA and other applicable payroll taxes, (in cases where there is no payroll register available, copies of the employees payroll check including the earning deduction stub will be acceptable documentation).
3. A copy of a cancelled check or evidence of an electronic fund transfer that demonstrate that payment of the applicable payroll taxes has been made.
   - For reimbursement of FICA and MICA, a copy of IRS form 941 accompanied with evidence of payment or a copy of the Federal Tax Deposit Coupon accompanied by the bank deposit receipt.
   - For reimbursement of the Unemployment Compensation Taxes, a copy of the State of Florida form UCT-6 accompanied with evidence of payment.
4. For reimbursement of the Worker Compensation Insurance premium, a copy of the insurance declaration page showing that the policy is in force at the end of the month for which reimbursement is being requested and the rate charged per employee.
5. Additional support for other approved costs as set forth in **Exhibit B, Subsidized Employment Project Budget.**

The Reimbursement Request shall reflect only the expenses approved in accordance with **Exhibit A, Employer Information Sheet** and **Exhibit B, Subsidized Employment Project Budget** incurred and paid by the Employer for the bi-weekly pay period that the services were rendered. Upon satisfactory submission, review and approval of the complete invoice package with the required supporting documentation, the SFWIB shall make reimbursement to the Employer. All reimbursements made by the SFWIB shall be mailed by regular U.S. mail to the Employer.

The Employer agrees to maintain originals of cancelled checks or a legible legal copy of the cancelled checks, invoices, receipts, payroll registers, timesheets, and any evidence of indebtedness as proof of expenditures. These documents shall be maintained as set forth in **Section 30** of this Agreement and shall be made available for inspection as set forth in **Section 32** of this Agreement.

b. Processing the Request for Reimbursement. The parties agree that the processing of a reimbursement request by the Employer shall be completed within fifteen (15) to twenty-two (22) business days or less after receipt of the request by the SFWIB if the required invoice package is complete, satisfactory, and has been approved by the SFWIB. It is solely the responsibility of the Employer to maintain sufficient financial resources to meet the expenses incurred during the period between the commencement of the subsidized employment period and reimbursement by the SFWIB.

36. **FINANCIAL CLOSEOUT**

a. The **Financial Closeout Package (FCOP), Exhibit E,** attached hereto and incorporated herein by reference hereto as if fully set forth herein required by the SFWIB shall be completed by the Employer and submitted to the SFWIB not later than thirty (30) calendar days after the expiration or termination of this Agreement, whichever comes first. The FCOP shall include:

- A Cumulative Expenditure Report;
- A Final Report of Cash Transactions; and
- A Release Form.

b. A final Reimbursement Request for any additional expenditure not submitted in the regular bi-weekly invoicing must be submitted with the FCOP. Non-receipt of the required financial closeout package by the required due date shall result in the disallowance of any and all requests for reimbursement included in the Final Request for Reimbursement.

37. **LATE INVOICING**

Invoices submitted after the due date (the seventh (7th) business day following the end of the bi-weekly pay period in which services were provided) is considered a breach of contract and shall delay receipt of reimbursement. Late invoicing after the financial closeout period shall result in disallowance and non-reimbursement of all late invoices.

Employer shall reimburse the SFWIB by repayment in cash of any disallowed payments made to Employer resulting from audits performed by the SFWIB, the State of Florida or the United States Government. This provision shall survive the termination or expiration of this Agreement.

38. **WAGE LIMITATION**

The parties agree and understand that the annual wage for any subsidized employee under this Agreement may not exceed $40,579.00, which is the Florida annual average wage for 2008, as published by the Florida Agency for Workforce Innovation, Labor Market Statistics Center, Quarterly Census of Employment and Wages Program.

39. **COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)**

The Health Insurance Portability and Accountability Act of 1996 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 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.

The Employer shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order.

40. **CERTIFICATION REGARDING CLEAN AIR ACT AND WATER POLLUTION ACT**

Employer agrees that if this is an Agreement for more than $100,000, then Employer shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. SFWIB shall report violations to the HHS and the appropriate Regional Office of the Environmental Protection Agency.

41. **CERTIFICATION REGARDING FLORIDA CLEAN INDOOR AIR ACT (FCIAA)**

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

42. **PUBLIC ENTITIES CRIME**
The Employer represents that the execution of this Agreement will not violate the Public Entity Crimes Act (§ 287.133, Florida Statutes). The Employer shall provide a Sworn Statement on Public Entity Crimes.

43. **SARBANES-OXLEY ACT OF 2002**
The Employer assures that the Employer will 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:

a. 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).
b. 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).

44. **CONTRACT WORK HOURS AND SAFETY STANDARDS**
Employer agrees that if this Agreement involves an award of more than $100,000 and is a contract for construction or involving the employment of mechanics or laborers, then Employer shall comply with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327–333, as supplemented by Department of Labor regulations, 29 CFR part 5. Under section 102 of the Act, the Employer shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 and 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

45. **DAVIS-BACON ACT**
Employer agrees that if this is a construction contract for more than $2,000, then Employer must comply with the Davis-Bacon Act, 40 U.S.C. 276a to a–7, as supplemented by Department of Labor Regulations, 29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." Under this Act, Employer shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, Employer shall be required to pay wages not less than once a week. The current prevailing wage issued by the federal Department of Labor and applicable to this Agreement is N/A. If the Davis-Bacon Act and corresponding regulations are applicable to this Agreement, then award of this Agreement is conditioned upon Employer's acceptance of this wage determination. SFWIB shall report all suspected or reported violations to the HHS awarding agency.

46. **COPELAND "ANTI-KICKBACK" ACT**
45 CFR Appendix A to Part 74: Employer agrees that if this Agreement is for more than $2,000 and is for construction or repair, then Employer must comply with the Copeland "Anti-Kickback" Act, 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 shall 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 is otherwise entitled. SFWIB shall report all suspected or reported violations to the Federal awarding agency.

47. **COMPLIANCE WITH ENERGY EFFICIENCY PROVISION ACT**
The Employer shall comply with the mandatory standards and policies relating to energy efficiency, if applicable, which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

48. **BUY AMERICAN UNDER THE RECOVERY ACT**
None of the funds appropriated or otherwise made available by the ARRA may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States (ARRA Section 1605).

49. **WAGE RATE REQUIREMENTS UNDER THE RECOVERY ACT**
Section 1606 of the Recovery Act requires the payment of Davis-Bacon Act (40 U.S.C. 31) wage rates to "laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government" pursuant to the Recovery Act.

Subject to further clarification issued by the Office of Management and Budget and notwithstanding any other provision of law and in a manner consistent with other provisions of ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to this award shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code (ARRA Section 1606).

50. **CERTIFICATION REGARDING LOBBYING**
Employer agrees that if this is a contract for more than $100,000, then Employer shall file the required certification under the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Employer must certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Employer shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient. (See also 45 CFR part 93). The Employer shall provide a completed Certification Regarding Lobbying.

51. **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION AND OTHER MATTERS**
Employer agrees that if this is a contract for more than $100,000, then Employer must provide the required Debarment and Suspension Certification, certifying that Employer is not listed on the nonprocurement portion of the General Services Administration's "Lists of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." (See 45 CFR part 76.) This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory authority other than E.O. 12549.

52. **CERTIFICATION OF A DRUG-FREE WORK PLACE**
The Employer assures and guarantees that Employer shall comply with the Federal Drug-Free Workplace Act of 1988 and the Drug-Free Workplace Rules established by the Florida Worker's Compensation Commission, and its implementing regulations codified at 29 CFR 94, Subpart F. The Employer shall provide a Drug-Free Workplace Requirement Certification.

53. **NON-DISCRIMINATION, EQUAL OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT**
Employer agrees that it must comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375. "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor. 45 CFR 260.35: Employer agrees that in the performance of this Agreement, it will adhere to the requirements in the Age Discrimination Act of 1975; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; and Title VI of the Civil Rights Act of 1964. The Employer shall provide a Non-Discrimination, Equal Opportunity, And Americans With Disabilities Act Certification.

54. INCORPORATION OF FEDERALLY MANDATED REQUIREMENTS BY REFERENCE
The Federally mandated requirements, "**Supplemental Provisions for Subsidized Employment Agreements Using American Recovery and Reinvestment Act of 2009 Funds**" set forth in **Attachment 1** attached hereto are incorporated herein by this reference and Employer agrees to comply with the same.

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SIGNATORY FORM

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

AUTHORIZED SIGNATURES FOR: **Miami-Dade County**
PROGRAM ENTITLED: **"ARRA: Subsidized Employment Program"**
AGREEMENT NUMBER: **ARRA-SE-PY'09-994-00**
CFDA NUMBERS: **ARRA TANF: 93.714**

(These Signatures shall be the same as those names that appear in the List of Authorized Signatures Provided in the Operational Documents on file with the South Florida Workforce Investment Board)

(For Use Only When Employer Is Governmental Entity)

1a. _____ 1b. _____
Signature of Authorized Official(s)

Date _____ Date 6/1/2010

2a. for **George M. Burgess** 2b. Irene Saylor Worrell
Typed Name of Authorized Official(s)

3a. **County Manager** 3b. _____
Full Title Authorized Official(s)

4a. _____ 4b. _____
Signature of Person Attesting
Signature that Appears on Line 1a.

Signature of Person Attesting
Signature that Appears on Line 1b.

SOUTH FLORIDA WORKFORCE INVESTMENT BOARD

Mmpt BY: Rick Beasley _____ 6-1-10
Rick Beasley
Executive Director, SFWIB

Date

List of Attachments/Exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	1	Supplemental Provisions for Subsidized Employment Agreements (3)
Exhibit	A	Employer Information Sheet (2)
Exhibit	B	Subsidized Employment Project Budget (1)
Exhibit	C	Organizational Responsibilities Form (1)
Exhibit	D	Reimbursement Request (1)
Exhibit	E	Financial Closeout Package (3)

SUPPLEMENTAL PROVISIONS FOR SUBSIDIZED EMPLOYMENT AGREEMENTS USING AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 FUNDS

The Agreement to which these Supplemental Provisions are attached will be funded, in whole or in part, with American Recovery and Reinvestment Act of 2009 ("ARRA") funds. The Employer shall comply with these provisions and shall assure that all agreements for an ARRA funded project contain these provisions. In the event of a conflict between these Supplemental Provisions, the Agreement, or any attachments or exhibits incorporated into and made a part of the Agreement, these Supplemental Provisions shall control.

A. COMPLIANCE WITH APPLICABLE ARRA PROVISIONS

Employer shall comply with all applicable provisions of ARRA and the regulations issued pursuant thereto, including but not limited to these Supplemental Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The SFWIB may provide written notification to Employer of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

B. CONFLICT OF LAWS

In the event of a conflict between the laws of the State of Florida or these Supplemental Provisions and ARRA, ARRA shall control.

C. WHISTLEBLOWER PROTECTION UNDER THE RECOVERY ACT (ARRA §1553)

Employer shall not discharge, demote or otherwise discriminate against an employee as a reprisal for disclosures by the employee of information that the employee reasonably believes is evidence of: (a) gross mismanagement of a contract or grant relating to ARRA funds; (b) a gross waste of ARRA funds; (c) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (d) an abuse of authority related to implementation or use of ARRA funds; or (e) a violation of law, rule, or regulation related to a contract, including the competition for or negotiation of a contract or grant, awarded or issued relating to ARRA funds. Employer shall post a notice of the rights and remedies available to employees under ARRA §1553 in all workplaces where employees perform work that is funded in whole or in part by money authorized under the ARRA. A sample notice (copy attached) can be found at:

http://www.recovery.gov/Contact/ReportFraud/Documents/Whistleblower+Poster.pdf

Employer specifically acknowledges that Employer and its employees are aware of and shall abide by the provisions of ARRA §1553.

D. FALSE CLAIMS ACT (31 U.S.C. §§3729-3733. OMB Memorandum M-09-15 §5.9)

Employer shall promptly refer to an appropriate Federal Inspector General any credible evidence that a principal, employee, agent, employer, or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds.

E. REPORTING OF FRAUD, WASTE AND ABUSE

Employer shall also refer promptly to Florida's Chief Inspector General any credible evidence that a principal, employee, agent, Employer, or other person has committed a criminal or civil violation of laws pertaining to fraud, waste, and abuse involving ARRA funds. The office can be reached by calling 850-922-4637 or by fax at 850-921-0817.

A complaint may be filed at: http://www.floridaoig.com/arra_complaint.html.

L. EVENT OF DEFAULT

Failure to comply with these Supplemental Provisions shall constitute an event of default under this Agreement and the SFWIB may terminate this Agreement upon 30 days prior written notice if the default remains uncured five calendar days following the notice period. This remedy will be in addition to any other remedy available to the SFWIB under this Agreement, at law or in equity.

Miami - Dade County
Employer

Irene Taylor-Wooten
Name and Title of Certifying Representative

Irene Taylor-Wooten
Signature of Certifying Representative

6-1-2010
Date

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Know Your Rights
Under the Recovery Act!

Did you know?

The American Recovery and Reinvestment Act of 2009 [1] provides protections for certain employees of non-federal employers who make specified disclosures relating to possible fraud, waste and/or abuse or Recovery Act funds.

Who is protected?

Employees of non-federal employers receiving recovery funds. This includes State and local governments, contractors, subcontractors, grantees or professional membership organizations acting in the interest of recovery fund recipients.

How are Whistleblowers Protected?

You cannot be discharged, demoted or otherwise discriminated against as a reprisal for making a protected disclosure.

What types of disclosures are protected?

The disclosure must be made by the employee to the Recovery Accountability and Transparency Board, an Inspector General, the Comptroller General, a member of Congress, a state or federal regulatory or law enforcement agency, a person with supervisory authority over the employee, a court or grand jury, or the head of a federal agency or his/her representative.

The disclosure must involve information that the employee believes is evidence of:

- gross mismanagement of an agency contract or grant relating to recovery funds;
- a gross waste of recovery funds;
- a substantial and specific danger to public health or safety related to the implementation or use of recovery funds;
- an abuse of authority related to the implementation or use of recovery funds; or
- a violation of law, rule, or regulation related to an agency contract or grant awarded or issued relating to recovery funds.

Take Action!

Log on to Recovery.gov for more information about your rights and details on how to report at www.recovery.gov.

[1] Section 1553 of Division A, Title XV of the American Recovery and Reinvestment Act of 2009, P.L. 111-5

Exhibit A

FORM AWI SEP 0012 (12/09)	SOUTH FLORIDA WORKFORCE SUBSIDIZED EMPLOYMENT PROGRAM EMPLOYER INFORMATION SHEET

RWB Name: South Florida Workforce

Employer Name and Address: Miami-Dade County 111 NW 1st Street, Suite 2110, Miami, FL 33128

Primary Contact/Title: Angela Maher Email: AMAHER@miamidade.gov

Telephone Number: (305) 375-1589 Fax Number: (305) 375-2459

Is your Organization: ☐ Private For-Profit ☐ Non-Profit ☒ Public

How many and what type of positions are available for this project?

Number of Positions	Position Title and Job Description	Wage Rate	Hours/Week	Number of Weeks
	See Attached			

NOTE: (Add additional positions on a separate sheet)

Scheduled date for when subsidized jobs will begin:

Commitment to Retain Employee after Subsidization Period: Yes ☐ No ☐ N/A ☒

Employer of Record: Miami-Dade County

FEIN: 59-6000573

A completed Budget Sheet is attached: Yes ☒ No ☐

A completed project budget sheet is attached to this application. The undersigned, acting on behalf of the employer, agrees to commit the amount of funding indicated on the budget sheet that the employer must contribute, and agrees to provide all necessary supervision and training for the subsidized employees. The employer understands that a subsidized employment position cannot be created if another person is on layoff from the same or any substantially equivalent job (the individual laid off has an expectation to be recalled to that job within a six month period). The employer also understands that the employer can not terminate the employment of any regular employee or caused an involuntary reduction in its work force in order to fill the vacancy with a subsidized worker.

The signature of the RWB representative attests that the application has been reviewed by the regional workforce board and determined eligible for funding consideration.

_____ _____

(Signature) Name and Title of Employer Representative: Date:

_____ _____

(Signature) Name and Title of Regional Workforce Board Representative: Date:

Miami-Dade County
FBTW - Total Position Count

# OF POSITIONS	RECOMMENDED TITLE	HOURLY SALARY	HOURS PER WEEK	NUMBER OF WEEKS	Total Wages
16	Accountant 1	$ 17.30	40	18	$ 199,296.00
3	Administrative Assistant 1	$ 15.83	40	18	$ 34,192.80
4	Area Supervisors	$ 11.40	40	18	$ 32,832.00
1	Art Collection Specialist	$ 18.97	40	18	$ 13,658.40
1	Bridge Operator	$ 10.72	40	18	$ 7,718.40
9	Cadastral Technician	$ 16.66	40	18	$ 107,956.80
5	Community Affairs Specialist 1	$ 15.03	40	18	$ 54,108.00
5	Community Relations Assistant	$ 14.91	40	18	$ 53,676.00
2	Computer Operations Specialist 2	$ 18.98	40	18	$ 27,331.20
5	Computer Technician 1	$ 15.15	40	18	$ 54,540.00
3	Custodial Worker 2	$ 9.57	40	18	$ 20,671.20
1	Data Entry Supervisor	$ 14.26	40	18	$ 10,267.20
56	Document Imaging Clerk	$ 10.74	40	18	$ 433,036.80
1	Document Imaging Clerk Supervisor	$ 14.91	40	18	$ 10,735.20
25	Elections Logistics Technician	$ 15.15	40	18	$ 272,700.00
50	Elections Support Specialist	$ 11.91	40	18	$ 428,760.00
1	Employee Development Specialist 1	$ 15.03	40	18	$ 10,821.60
2	Employment Technician	$ 13.11	40	18	$ 18,878.40
2	Engineering Drafter 2	$ 15.42	40	18	$ 22,204.80
3	GIS Graphic Technician 2	$ 14.60	40	18	$ 31,536.00
1	Greater Miami Service Corps Team Supv.	$ 15.83	40	18	$ 11,397.60
1	HRD Services Clerk	$ 11.91	40	18	$ 8,575.20
19	Inventory Clerk	$ 12.32	40	18	$ 168,537.60
12	Laborers	$ 10.51	40	18	$ 90,806.40
16	Lead Site Supervisors	$ 10.45	40	18	$ 120,384.00
30	Library Page	$ 10.51	40	18	$ 227,016.00
12	Marina Attendant	$ 11.16	40	18	$ 96,422.40
3	Marketing Representative	$ 15.03	40	18	$ 32,464.80
7	Mosquito Control Inspector	$ 12.42	40	18	$ 62,596.80
1	Museum Security Officer 1	$ 10.72	40	18	$ 7,718.40
200	Park Service Aide	$ 10.51	40	18	$ 1,513,440.00
1	Personnel Specialist 1	$ 15.03	40	18	$ 10,821.60
3	Personnel Technician	$ 13.11	40	18	$ 28,317.60
3	Procurement Contracting Technician	$ 14.91	40	18	$ 32,205.60
3	Property Appraiser Clerk 1	$ 11.91	40	18	$ 25,725.60
6	Property Management Assistant	$ 13.23	40	18	$ 57,153.60
8	Records Center Clerk 2	$ 12.42	40	18	$ 71,539.20
1	Revenue & Productivity Analyst 1	$ 17.30	40	18	$ 12,456.00
17	Security Monitor	$ 10.02	40	18	$ 122,644.80
3	Security Monitor Supervisor	$ 16.28	40	18	$ 35,164.80
61	Semi-Skilled Laborer	$ 11.16	40	18	$ 490,147.20
190	Site Supervisors	$ 10.00	40	18	$ 1,368,000.00
4	Stores Clerk	$ 10.67	40	18	$ 30,729.60
1	Summer Food Service Program Supv.	$ 18.97	40	18	$ 13,658.40
1	Training Technician	$ 13.11	40	18	$ 9,439.20
10	Transit Field Technician 1	$ 11.01	40	18	$ 79,272.00
1	Transit Planner 1	$ 18.97	40	18	$ 13,658.40
1	Unidentified Decedents Project Assistant	$ 12.16	40	18	$ 8,755.20
1	Vizcaya Visitor Services Coordinator	$ 14.91	40	18	$ 10,735.20
16	Waste Attendant 1	$ 10.51	40	18	$ 121,075.20
828	Total Average Wage Rate	$ 11.28			$ 6,725,779.20

$ 6,725,779.20

REGIONAL WORKFORCE BOARD 23

South Florida Workforce Investment Board

SUBSIDIZED EMPLOYMENT PROJECT BUDGET

Miami-Dade County		TANF Costs	Non-Federal Match	Total	80% Reimbursement
Wage Costs:					
Number of Jobs		828			
Avg Hourly Wage Costs		$ 11.28			
Number of Hours/Week		40			
Number of Weeks		18			
Total Wage Costs		$ 6,725,779.20	$ -	$ 6,725,779.20	$ 5,380,623.36
Payroll Costs					
Employer share of FICA	7.65%	$ 514,522.11		$ 514,522.11	
Pre-employment Medical (drug/alcohol screen)		$ 37,831.32		$ 37,831.32	
Background Screening		$ 35,811.00		$ 35,811.00	
Workers Comp	3.1%	$ 206,420.40		$ 206,420.40	
Total Payroll Costs		$ 794,584.83	$ -	$ 794,584.83	$ 635,667.86
Board Level Costs					
Overhead Costs - % of Payroll	1.00%	$ 67,257.79		$ 67,257.79	
				$ -	
				$ -	
Total Board Level Costs		$ 67,257.79	$ -	$ 67,257.79	$ 53,806.23
Employers Cost for Supervision and Training - % of Wage Costs	25.00%		$ 1,681,444.80	$ 1,681,444.80	$ 1,345,155.84
Total Costs		$ 7,587,621.82	$ 1,681,444.80	$ 9,269,066.62	$ 7,415,253.30
Required Program Fee			$ 172,368.52		

Funding Summary	
80% Reimbursement	$ 7,415,253.30
Employers Cost for Supervision and Training	$ 1,681,444.80
Required Program Fee	$ 172,368.52
Total Funding	$ 9,269,066.62

Total Wages and Payroll Costs Payable to Employer Shall Not Exceed: $ 7,520,364.03

Exhibit C

EMPLOYER: Miami-Dade County **DATE:** 6-1-2010

ORGANIZATIONAL RESPONSIBILITIES

Provide the names(s) and telephone number of the person(s) who has been designated to make financial decisions on behalf of the organization and the contact person(s) who should be informed of financial discrepancies or questions regarding invoicing. Please indicate the type of information to communicate to each person named:

POSITION	NAME	TELEPHONE NUMBER	TYPE OF INORMATION
County Manager	George M. Burgess	305-375-5311	Financial Decisions
Finance Director	Carter Hammer	305-375-5245	Financial Decisions
Finance, Accounting & Reporting Manager	Madeline Alfonso	305-375-5080	Financial discrepancies or questions regarding invoices

	Name	Signature
• Person Authorized to Sign Agreements according to Board Resolution, LLC Affidavit, or Proprietor Affidavit	for George M. Burgess	[signature]

• Persons Authorized to Sign Reimbursement Packages (Minimum **two** signatures required)	Grace Cespedes, Deputy Finance Director	Gracila Céspedes
	Blanca Pardon, Comptroller	for Maria C. Rivero

Check one box below

Employer elects for electronic system invoicing [√]

or

Employer elects for manual invoicing [ ]

EMPLOYER ACKNOWLEDGES AND AGREES: All reimbursements made by the SFWIB shall be mailed by regular U.S. mail to the Employer.

Florida Back to Work Program

Exhibit D

REIMBURSEMENT REQUEST: FLORIDA BACK TO WORK PROGRAM

Employers Name:

Invoice Number		Prepared By	
Invoice Period		Telephone #	
Location/Dept		Index Code	

Approved Position Title	Participant Name	Hours Worked	Pay Rate Per Hour	Total Wages	FICA/MICA	UnEmpl Tax Rate	UnEmpl Tax Amount	Workers Comp Rate	Workers Comp Amt	Total Wages & Fringes	80% Reimbursement
TOTAL		0.00		$0.00	$0.00		$0.00		$0.00	$0.00	$0.00
Supervision										$0.00	$0.00
80% Reimbursement											$0.00

Required Program Fee (Will be deducted from the 80% reimbursement amount) $0.00

The information included in this Reimbursement Request, on wages or salaries, as applicable, and the Employer's portion of all applicable payroll taxes and workers compensation insurance, is accurate and has actually been paid out and is supported through detailed documentation that meets Federal Requirements under 45 CFR 92.20 and 45 CFR 92.42 by the U.S. Department of Health and Human Services.

The Employer understands that failure to maintain the required supporting documentation for the wages or salaries, as applicable, and the Employer's portion of all applicable payroll taxes and workers compensation insurance, shall result in reimbursement disallowances that shall either be deducted from future reimbursement or shall be payable to the South Florida Workforce Investment Board (SFWIB) at the sole discretion of the SFWIB.

Budget Category	Budget Amount	Payment To Date	Amount Billed This Invoice	Budget Balance
Wages				
FICA/MICA				
Unemployment Tax				
Workers Comp				
Cost of Supervision				

Authorized Signature of Employer (as per contract attachment)

Signature of SFWIB Employee Approving Invoice

EMPLOYER ACKNOWLEDGES AND AGREES: All reimbursements made by the SFWIB shall be mailed by regular U.S. mail to the Employer.

FLORIDA BACK TO WORK PROGRAM

FINANCIAL CLOSEOUT
CUMULATIVE EXPENDITURE REPORT

Index Code # _____

Employer: _____

PERIOD FOR WHICH COST HAVE BEEN INCURRED:

FROM _____ TO _____

LINE ITEM/ DESCRIPTION	Y.T.D. 100% CUMMULATIVE EXPENDITURE LINE ITEM	Y.T.D. 80% REIMBURSEMENT RECEIVED
Salaries		
Fringe Benefits		
Supervision & Training		
TOTAL		

Prepared by: _____ Approved by: _____/_____
Authorized Representative's Signature / Date

FINAL REPORT OF CASH TRANSACTIONS

Index Code #_____

Date: _____

Employer: _____

Cash Position Section:

#1 Year to Date Expenditures approved from Reimbursement Requests $_____

#2 Total Amount of Final Reimbursement Request (submitted with Final Close Out Package, if applicable) $_____

#3 Year to Date Total Expenditures (sum of #1 & #2) $_____

#4 Actual Amount of Funds Received from Reimbursement Requests (Year to Date) $_____

#5 Balance due to/from Employer (#3 minus #4) * $_____

#6 Year to Date Amounts submitted with Reimbursement Requests $_____

****

*SFWIB use only - If this amount will not be refunded, explain the reason(s) below <u>or</u> If this amount will be partially refunded, explain the reason(s) below:

_____

_____

_____

RELEASE FORM

Index Code #_____

Employer: _____

Address: _____

_____

_____

Pursuant to the terms of the Contractual Agreement between the Employer listed above and the SFWIB, and in consideration of the total amounts paid to the Employer, including the final request for reimbursement which is currently outstanding, which equal _____ ($_____), the Employer, does remise release, and discharge the SFWIB, its officers, agents, and employees, of and from all liabilities, obligations, claims, and demands whatsoever under or arising from the Contractual Agreement, except under the following conditions:

IN WITNESS WHEREOF, this Release Form has been executed this _____day of _____
(Month / Year)

_____
Authorized Representative's Signature

_____
Authorized Representative's Name /Title

_____
Date