

MEMORANDUM

Agenda Item No. 8(B)(1)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: April 20, 2021

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution retroactively authorizing the County Mayor's action of executing a worksite agreement with South Florida Workforce Investment Board d/b/a CareerSource South Florida for the purpose of assigning displaced food services workers to worksites within Miami-Dade Corrections and Rehabilitation Department facilities, for a term expiring on March 31, 2022; and authorizing the County Mayor to exercise the termination provision contained therein

Resolution No. R-275-21

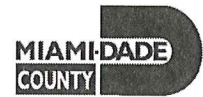
This item was amended from the original version as stated in the County Mayor's memorandum.

The accompanying resolution was prepared by the Corrections and Rehabilitation Department and placed on the agenda at the request of Prime Sponsor Commissioner Joe A. Martinez and Co-Sponsor Commissioner Kionne L. McGhee.


Geri Bonzon-Keenan
County Attorney

GBK/uw

Memorandum



Date: April 20, 2021

To: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor 

Subject: Resolution Retroactively Authorizing Worksite Agreement with South Florida Workforce Investment Board

This item was amended at the February 11, 2021 Community Safety and Security Committee meeting to obtain retroactive authority for the Worksite Agreement because displaced food service workers have been assigned to work in Miami-Dade Corrections and Rehabilitation Department facilities since May 2020. The original resolution did not indicate that services under the Worksite Agreement were ongoing or request authority for same.

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the attached resolution retroactively authorizing the County Mayor's or County Mayor's designee's action of executing a Worksite Agreement (Agreement) between the South Florida Workforce Investment Board (SFWIB) d/b/a CareerSource South Florida and Miami-Dade County (County), through its Corrections and Rehabilitation Department (MDCR), for the purpose of assigning displaced food service employees to work at MDCR facilities. The Worksite Agreements shall be for a term of 22 months, from May 26, 2020 to March 31, 2022. This agreement requires retroactive approval since the availability of displaced food service employees through the grant began at the onset of the COVID-19 pandemic.

SCOPE

The scope of this Agreement is countywide.

FISCAL IMPACT/FUNDING SOURCE

There is no cost to Miami-Dade County for the job placement program provided through this Agreement. SFWIB has been awarded the National Dislocated Workers Grant (DWG), which will fund the wages of employees who were assigned work pursuant to this Agreement.

DELEGATION OF AUTHORITY

This resolution retroactively authorizes the County Mayor's or County Mayor's designee's action of executing the Agreement and authorizes, the County Mayor or County Mayor's designee to exercise the cancellation provision contained therein.

TRACK RECORD/MONITOR

The Agreement will be monitored by Andrew Bryant, Acting Commander of the Food Services Bureau in MDCR.

BACKGROUND

The coronavirus disease 2019 ("COVID-19") pandemic has significantly impacted industries across the County, state, and nation. The food services and hospitality industries have been greatly impacted by the pandemic. Due to COVID-19, some restaurants were forced to close and others reduced seating capacity and experienced decreased patronage, which resulted in layoffs and the displacement of many food service workers.

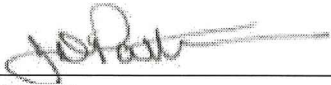
SFWIB is a workforce development board that oversees workforce programs. Among other things, the SFWIB provides employer services, which include employee recruiting and screening, as well as job assistance for all

career levels and information on training opportunities. The SFWIB has an extensive network of educational, vocational, and economic development partners.

DWGs are discretionary grants awarded by the Secretary of the United States Department of Labor to states and other eligible applicants to address large, unexpected layoff events resulting in significant job losses. SFWIB was awarded a DWG to assist workers in Miami-Dade County who lost their jobs due to COVID-19.

MDCR is collaborating with SFWIB to place dislocated food service workers in MDCR's kitchens. MDCR is responsible for serving inmates with three nutritionally balanced meals each day. The effective provision of food services is an essential function in managing the inmate population and requires input and review from registered dietitians and other support from food service workers.

SFWIB will identify and assign affected food service workers and pay their wages. All workers must have a satisfactory background screening, which is required for all correctional personnel, before being assigned to work in an MDCR facility. Workers will receive a worksite orientation and on-the-job-training, and will be encouraged to apply for vacant food service positions. In addition, MDCR is reviewing and updating related job classifications to ensure alignment with the current available workforce and maximize opportunities to hire displaced food service workers.



JD Patterson
Chief Public Safety Officer



MEMORANDUM

(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: April 20, 2021

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(B)(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
- _____ Statement of social equity required
- _____ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- _____ No committee review
- _____ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ 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. 8(B)(1)
4-20-21

RESOLUTION NO. R-275-21

RESOLUTION RETROACTIVELY AUTHORIZING THE COUNTY MAYOR'S OR THE COUNTY MAYOR'S DESIGNEE'S ACTION OF EXECUTING A WORKSITE AGREEMENT WITH SOUTH FLORIDA WORKFORCE INVESTMENT BOARD D/B/A CAREERSOURCE SOUTH FLORIDA FOR THE PURPOSE OF ASSIGNING DISPLACED FOOD SERVICES WORKERS TO WORKSITES WITHIN MIAMI-DADE CORRECTIONS AND REHABILITATION DEPARTMENT FACILITIES, FOR A TERM EXPIRING ON MARCH 31, 2022; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE THE TERMINATION PROVISION CONTAINED THEREIN

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:

Section 1. The matters contained in the foregoing recital and the accompanying County Mayor's memorandum are incorporated in this resolution by reference >>.<<¹ ~~[[;and]]~~

Section 2. This Board >>retroactively<< authorizes the County ~~[[Mayor]]~~ >>Mayor's<< or the County Mayor's ~~[[designee to execute]]~~ >>designee's action of executing<< a Worksite Agreement with South Florida Workforce Investment Board d/b/a CareerSource South Florida, in substantially similar form as Attachment 1 to the County Mayor's memorandum and for a term expiring on March 31, 2022, for the purpose of assigning food service workers, who have been displaced as a result of the coronavirus disease 2019 (COVID-19) pandemic, to worksites within Miami-Dade Corrections and Rehabilitation Department facilities.

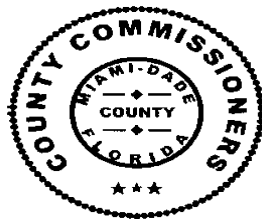
¹ Committee amendments are indicated as follows: Words stricken through and/or ~~[[double bracketed]]~~ are deleted, words underscored and/or >>double arrowed<< are added.

Section 3. This Board authorizes the County Mayor or the County Mayor’s designee to exercise the termination provision contained in the Worksite Agreement, after review by the County Attorney’s Office for form and legal sufficiency.

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

Jose “Pepe” Diaz, Chairman	aye		
Oliver G. Gilbert, III, Vice-Chairman	aye		
Sen. René García	aye	Keon Hardemon	aye
Sally A. Heyman	aye	Danielle Cohen Higgins	aye
Eileen Higgins	aye	Joe A. Martinez	aye
Kionne L. McGhee	aye	Jean Monestime	aye
Raquel A. Regalado	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 20th day of April, 2021. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



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

HARVEY RUVIN, CLERK

Melissa Adames

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Shanika A. Graves

DISASTER FL-COVID-19 WORKSITE AGREEMENT

This **WORKSITE AGREEMENT** (hereinafter “Agreement” or “Contract”) is made and entered into by and between the **South Florida Workforce Investment Board d/b/a CareerSource South Florida** (hereinafter “CSSF”) and **Miami-Dade County** (hereinafter “Contractor”) (individually referred to as “Party” and collectively referred to as the “Parties”).

In consideration of the mutual obligations and covenants and other good and valuable consideration, CSSF and the Contractor agree as follows below:

The Contractor certifies that it will operate in accordance with the provisions, conditions and specifications under the terms of this Agreement.

The term of this Agreement shall commence upon **May 26, 2020** and terminate at the close of business on **March 31, 2022**. No participant shall begin work until this Agreement is fully executed by both Parties.

Contractor’s Responsibilities

The Contractor shall:

1. Provide all participants with an orientation on the first day of work that includes, but is not limited to: (a) job description, duties, responsibilities, work hours, time and attendance procedures, and emergency and accident procedures.
2. Contact the assigned program counselor in the event a participant’s performance is unsatisfactory, prior to terminating the participant’s employment.
3. Immediately report to CSSF or CSSF’s Provider any and all incidents, accidents, or injuries affecting or involving a participant.
4. Ensure that all worksites where participants will be assigned to work are safe and sanitary.
5. Provide worthwhile, meaningful, sufficient, well-supervised work experience and the appropriate materials/equipment needed for a participant to perform his or her job assignment.
6. Provide appropriate supervision at the worksite at all times and display positive work habits, maintain safe working conditions and appropriate attire, during the entire time participants are at the worksite.
7. Maintain an accurate record of hours worked by each participant and complete time records in accordance with the procedures and schedules established by the Employer and CSSF, which shall be made available each payroll workweek.
8. Recognize and safeguard participants’ personally identifiable information (PII) except where the disclosure is allowed by prior written approval of CSSF’s Grant Officer or by court order. PII is defined in Training and Employment Guidance letter (TEGL) 39-11 found at http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=78-72.
9. Be accountable for (a) monitoring participants signing in and out, maintaining participants’ time sheets and supervising the proper completion of time sheets by each participant; (b) approving participants’ time sheets, if all the prior requirements are met, and submitting the timesheets, in a timely manner, in accordance with CSSF’s payroll procedures. The time sheets shall be signed by each participant and the worksite supervisor.
10. Maintain worksite agreements, emergency medical/contact forms, inclement weather forms, job description/work assignments, CSSF’s Provider contact information, and work schedules.

Not discriminate against any participant or potential participant on the bases set forth in the **Non-Discrimination and Equal Opportunity Assurances Part D** of this Agreement, and shall ensure that participants receive fair and impartial treatment and not be subjected to any type or form of harassment.

DISASTER FL-COVID-19 WORKSITE AGREEMENT

General Compliance

1. The Contractor agrees to participate in the worksite orientation process conducted by CSSF. Worksite supervisory personnel, including assigned alternate staff directly responsible for the supervision of participants as required under this Agreement, shall receive orientation and training on all program required regulations.
2. The work experience shall encompass the duties and responsibilities identified by the Contractor described in the job description(s) (**Attachment 1-A**) attached hereto and incorporated herein. The Contractor shall make available suitable job(s) at its worksite(s), for those eligible participants who are selected and referred to the Contractor by CSSF. In the event of a change in job duties/responsibilities or a change in the location to which a participant is assigned, the Contractor agrees to notify CSSF in advance of the change.
3. Upon the assignment of participants to worksites, the Contractor shall not: (a) displace or reduce work hours for current employees (b) cancel contractual services; or (c) institute a hiring freeze of new employees. Participants shall not be placed into a regularly budgeted position classification that are currently vacant.
4. Participants shall receive comparable working conditions and non-payroll benefits such as rest breaks, lunch, etc., as other employees.
5. Participants shall not be employed at a casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool, or perform activities on private property such as a residence or private club.
6. Participants involved in worksites at daycare centers and recreational sites must have a background screening checks performed and the results must be received before their placement at such a worksite.
7. Participants shall not be employed in the construction, operation, or maintenance of any portion of a facility used or to be used for religious instruction or worship or placed in any assignment that involves religious duties. Participants shall not engage in any religious, sectarian, lobbying, political, union, fundraising, or any other activities intended to influence legislation or appropriation pending before the United States Congress during work hours. Participants shall not take part in the promotion or deterrence of union activities.
8. Participants employed in disaster-relief jobs must be paid the higher of the federal, state, or local minimum wage, or the comparable rates of pay for other individuals employed in similar occupations by the same employer.
9. In accordance with WIOA Section 181(a)(1)(A), generally, participants shall be compensated at the same rates, including periodic increases, as employees who are similarly situated in comparable occupations by the same employer and who have similar training, experience, and skills, and such rates shall be in accordance with applicable law, but in no event less than the higher of the rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938 (29 U.S.C. 206 (a)(1)) or the applicable state or local minimum wage law. Fringe benefits should be paid in accordance with the policies of the employer of record.
10. All participants shall be provided benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work (WIOA Sec. 181(b)(5)).
11. Participant(s) shall not:
 - a. Donate wages: Worksite supervisors may not require, request, or accept any participant(s) to make any contributions.
 - b. Solicit funds: All forms of fundraising, including, but not limited to, selling tickets, stuffing envelopes with fundraising literature, etc., is prohibited

DISASTER FL-COVID-19 WORKSITE AGREEMENT

- c. Work under hazardous or dangerous conditions: Working or receiving services in buildings or surroundings that are unsafe or unhealthy is prohibited.
 - d. Work at a site where there is evidence of discrimination as defined in **Non-Discrimination and Equal Opportunity Assurances Part D** of this Agreement.
12. The Contractor shall inform CSSF immediately should an accident or injury affecting or involving a participant occur at the worksite and require the participant and worksite supervisor to complete and file the required injury reports.
 13. The Contractor shall notify CSSF immediately (within 24 hours) by telephone of any problem or concern regarding a participant's performance at a worksite and any instance where the participant:
 - a. Is not accepted in the Dislocated Worker Grant (DWG) program;
 - b. Fails to attend the initial interview;
 - c. Refuses a suitable work site training offer;
 - d. Voluntarily quits training;
 - e. Secured employment with the provider or with another entity; and
 - f. Has experienced absenteeism (unplanned absence) which includes non-attendance, sickness, incidents, accidents or injuries.
 14. The Contractor shall immediately advise CSSF in writing of any actions, suits, claims, or grievances filed against the program, Contractor, CSSF, federal agencies or officials, the state of Florida, or participants that relates to this Agreement.
 15. In the event of inclement weather, the Contractor shall provide participants assigned to outside worksites with safe alternative worksites and work activities.
 16. The Contractor shall allow CSSF representatives, and representatives from federal and state agencies to visit worksites for the purpose of monitoring the program and interviewing participants and worksite supervisors.
 17. CSSF and the Contractor will monitor worksites to ensure that participants are only performing work activities identified in the job description attached hereto as **Attachment 1-A** and that the Contractor is complying with this Agreement. The Contractor shall immediately notify CSSF of any changes to the required work hours, job description, or if the work assignment has been completed.
 18. CSSF shall pay the wages for all participants assigned to the Contractor who are participating in the DWG Grant Program.
 19. CSSF and the Contractor shall assure that participants do not work in excess of 40 hours per week. All participants that are referred to a worksite are prohibited from any over-time work assignments, and shall not be paid for sick, vacation, or holiday wages.
 20. CSSF and the Contractor shall ensure that participants in disaster-relief positions are employed for a maximum of 12 months or 2,080 hours, whichever is longer.
 21. The Contractor shall monitor the cost per participant throughout the project's lifecycle. Costs exceeding \$20,000 for an individual participant shall require prior approval from CSSF.
 22. CSSF shall provide the worksite supervisor with a copy of this Agreement, which shall be distributed by CSSF to the worksite. In the event of a change in supervisor, the worksite shall assure the new supervisor is provided with the above information.

DISASTER FL-COVID-19 WORKSITE AGREEMENT

Provisions

1. GRIEVANCE PROCEDURES

The Contractor shall comply with all of CSSF's applicable Grievance and Complaint Procedures, which shall be made available upon request from the SFWIB, and as required by state and federal laws.

2. EQUAL TREATMENT FOR FAITH-BASED ORGANIZATIONS

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

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

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

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

3. TERMINATION

Termination due to lack of funds: If funds received by CSSF to finance this Contract become unavailable or if federal or state funds upon which this Contract is dependent are withdrawn or redirected, CSSF, in its sole discretion, may terminate this contract upon no less than twenty-four (24) hours' notice, in writing, to Contractor. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. CSSF shall be the final authority as to the availability of funds and will not reallocate funds earmarked for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement due to lack of funds, CSSF shall compensate the Contractor for any work completed in accordance with the terms of the Agreement prior to the date of the notification of termination. The Contractor shall not be entitled to recover any cancellation charges, consequential damages, indirect costs, or lost profits as a result of a termination due to lack of funds.

Termination for Convenience: Either Party may terminate this Agreement for convenience by giving the other notice no less than fifteen (15) days prior to the effective date of termination. The termination notice must be in writing and signed by an authorized agent of the terminating Party. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. The Contractor shall not be entitled to recover any cancellation charges, consequential damages, indirect costs, or lost profits as a result of said termination.

Termination for Non-Compliance: In the event of non-compliance with the provisions of the Worksite Agreement, CSSF may remove any or all of the assigned participants from the worksite. CSSF may terminate this Agreement at any time that CSSF determines that the Contractor failed to comply with any of the provisions contained in the Agreement. If CSSF terminates this Agreement for non-compliance, the Contractor shall not be entitled to recover any cancellation charges, consequential damages, indirect costs, or lost profits.

4. ANTI-NEPOTISM

Participants shall not be assigned to supervisors to whom they are related and should not be placed at worksites where family members are employed.

DISASTER FL-COVID-19 WORKSITE AGREEMENT

The Contractor shall:

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

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

"Contractor" means the Contractor or employee of the Contractor 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 Contractor's business entity.

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

5. INDEMNIFICATION FOR GOVERNMENTAL ENTITIES

1. The Parties agree to be fully responsible for their own acts of negligence, or their respective agent's acts of negligence when acting within the scope of their employment, and agree to be liable for all attorney fees and damages proximately caused thereby; provided, however, that the Parties' liability is subject to the monetary limitations and defenses imposed by section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the Parties, nor shall anything herein be construed as consent by the Parties to be sued by any third party for any cause or matter arising out of or related to this Agreement.
2. Term of Indemnification. The provisions of this indemnification shall survive the expiration of this Contract and shall terminate upon the expiration of the applicable statute of limitation.

6. AUDIT, INSPECTION AND ACCESS TO RECORDS

The Contractor shall permit CSSF or CSSF's designees, the state of Florida and the federal government or any other duly authorized agent of a governmental agency ("Monitoring Agency") to audit, inspect, examine, excerpt, copy or transcribe the Contractor's client records, financial records, supporting documents, statistical records, personnel records, records of all disseminations of criminal history information, and any other documents (including storage media) pertinent to this Contract during the term of this Contract and for a period of **five (5)** years following termination of this Contract or final payment hereunder, whichever is later, to assure compliance with the terms hereof, or to evaluate the Contractor's performance hereunder. The Contractor shall also permit any or all these aforesaid entities to monitor all activities conducted by the Contractor pursuant to the terms of this Contract. 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, evaluation of participant files, special analyses, on-site reviews, or any other procedure.

The Contractor shall provide full and unrestricted access to any and all records for services paid for under this Contract to CSSF, the state of Florida, or the United States Department of Labor, the Comptroller General of the United States, or any of their duly authorized representatives.

DISASTER FL-COVID-19 WORKSITE AGREEMENT

Assurances and Certifications

1. ENDANGERED SPECIES/HABITATS PROTECTION

In order to ensure compliance with the National Environmental Policy Act (NEPA) and the Endangered Species Act (ESA) and to protect valuable habitats and endangered species, all disaster projects in which participants will be entering or impacting natural areas must ensure that activities are not negatively affecting endangered species or their habitats. NEPA and ESA require DWG projects to either affirm with the FISH and Wildlife Services (FWS) that there are no endangered species or habitats within the project area, or to consult with FWS to mitigate negative impacts where there are endangered species or protected habitats before beginning any work in those areas. To contact a state FWS field office visit <http://www.fws.gov/offices/>. The Contractor shall comply with the NEPA and the ESA.

2. HEALTH AND SAFETY STANDARDS

Federal and state standards applicable to working conditions of employees, apply to the working conditions of participants served under this Contract. Where a participant is engaged in activities not covered under the Occupational Safety and Health Act (OSHA) of 1970, as amended, the participant shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or working conditions that are unsanitary, hazardous, or dangerous to the participant's health or safety. Health and safety standards must be followed as outlined in WIOA Section 181(b)(4). Additional information and local contacts can be found at OSHA's website: www.osha.gov. The Contractor shall comply with the Health and Safety Standards specified herein.

3. COORDINATION WITH EMERGENCY MANAGEMENT AGENCIES

To ensure non-duplication of services and maintenance of effort requirements, the Contractor must coordinate the activities funded under this DWG Contract with those funded and/or performed under the auspices of the Federal Emergency Management Agency (FEMA). The Contractor shall also coordinate where applicable with the appropriate organizations, including state emergency management agencies and other federal response agencies, to ensure a comprehensive response and to prevent duplication of services. The website www.disasterassistance.gov provides additional resources.

4. CERTIFICATION REGARDING FLORIDA CLEAN INDOOR AIR ACT

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

5. RESTRICTION ON THE PROMOTION OF DRUG LEGALIZATION

Pursuant to P.L 116-94, Division A, Title V, Section 509, no Federal funds shall be used for any activity that promotes the legalization of any drug or other substance included in the schedule I of the schedules of controlled substances established under section 202 of the Controlled Substances Act except for normal and recognized executive-congressional communications or where there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

DISASTER FL-COVID-19 WORKSITE AGREEMENT

6. VETERAN'S PRIORITY PROVISIONS

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

7. INCORPORATION OF COVID-19 DISASTER RECOVERY NATIONAL DISLOCATED WORKER GRANT (NDWG) FEDERAL AWARD TERMS

Use of the funds awarded under this Contract must follow applicable WIOA laws, rules, and regulations and must be consistent with TEGL 12-19 and the State of Florida COVID-19 Federal Award Terms located at:

<http://floridajobs.org/grants-management/grants-management/wdb-grant-resources>

8. ASSURANCES – NON-CONSTRUCTION PROGRAMS

The Contractor shall provide a completed **Assurances - Non-Construction Programs, Attachment 3**.

9. ASSURANCES AND CERTIFICATIONS

CSSF will not award funds where the Contractor has failed to accept the **ASSURANCES AND CERTIFICATIONS** contained in this section. In performing its responsibilities under this agreement, the Contractor hereby certifies and assures that it will fully comply with the following:

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

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

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

As required by the regulation implementing Executive Orders No. 12549 and 12689, Debarment and

DISASTER FL-COVID-19 WORKSITE AGREEMENT

Suspension, 29 CFR 98, the Contractor certifies to the best of the Contractor's knowledge and belief, to the following:

1. The Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department, agency or subcontractor;
2. The Contractor has not, within a three-year period preceding this application/proposal/contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. The Contractor is not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph A.2 of this certification; and
4. The Contractor has not, within three-year period preceding this application/proposal/contract, had one or more public transactions (federal, state, or local) terminated for cause or default.

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

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

B. CERTIFICATION REGARDING LOBBYING

The Contractor certifies, to the best of the Contractor's knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of a Contractor, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Contractor shall require that the language of this certification be included in the award documents for "all" sub-awards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose the same accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by the Byrd Anti-Lobbying Amendment section 1352, Title 31, U.S. Code. Any person

DISASTER FL-COVID-19 WORKSITE AGREEMENT

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

C. CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

D. NON-DISCRIMINATION AND EQUAL OPPORTUNITY ASSURANCES

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

1. Section 188 of the WIOA, which prohibits discrimination against all individuals in the United States on the bases of race, color, religion, sex, gender identity, gender expression or sex stereotyping (except as otherwise permitted under Title IV of the Education Amendments of 1972), national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I - financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), as amended, which prohibits discrimination against qualified individuals on the bases of race, color and national origin;
3. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794), as amended, which prohibits discrimination against qualified individuals with disabilities;
4. Title IX of the Education Amendments of 1972, (20 U.S.C. 1681 et seq.), as amended, which prohibits discrimination on the basis of sex in educational programs;
5. The Age Discrimination Act of 1975, (42 U.S.C. 6101), as amended, which prohibits discrimination on the basis of age;
6. Section 654 of the Omnibus Budget Reconciliation Act of 1981 (42 U.S.C. 9849), as amended, which prohibits discrimination on the bases of race, creed, color, national origin, sex, handicapping condition, political affiliation or beliefs;
7. Titles I (42 U.S.C. 12111 et seq.), II (42 U.S.C. 12131 et seq.) and III (42 U.S.C. 12181 et seq.) of the Americans with Disabilities Act of 1990, as amended, which prohibit discrimination on the basis of disability, respectively, by: (a) private employers, state and local governments, employment agencies and labor unions that employ 15 or more employees; (b) state and local government entities ("public entities") and requires public entities to provide persons with disabilities an equal opportunity to benefit from their programs, services and activities; and (3) places of public accommodations and mandates that places of public accommodations and commercial facilities be designed, constructed, and altered in compliance with specific accessibility standards;
8. Executive Order (EO) No. 11246, "Equal Employment Opportunity," as amended by EO No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41CFR Part 60, "Office of Federal Contract Compliance Programs,

DISASTER FL-COVID-19 WORKSITE AGREEMENT

Equal Employment Opportunity, Department of Labor”; and in Department of Labor regulation 29 CFR Parts 33 and 37 as well as 45 CFR Part 80; and Part 92, if applicable;

9. Equal Employment Opportunity in Apprenticeship and Training (29 CFR Part 30); and
10. Chapter 11A of the Code of Miami-Dade County, Florida which, among other things, prohibits discrimination in employment and places of public accommodations on the bases of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, status as a victim of domestic violence, dating violence and stalking, gender identity, gender expression or sexual orientation.

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

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

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

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

F. SARBANES-OXLEY ACT OF 2002

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

Provisions of the Act – Title X1 – Corporate Fraud Accountability

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

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

DISASTER FL-COVID-19 WORKSITE AGREEMENT

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

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

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

**DISASTER FL-COVID-19
WORKSITE AGREEMENT**

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

Miami-Dade County
Contractor Name

Daniella Levine Cava, Mayor
Miami-Dade County Mayor

Signature of Authorized Representative

Date

ATTEST:

Harvey Ruvin, Clerk
Board of County Commissioners

APPROVED AS TO FORM

Assistant County Attorney

Rick Beasley
Executive Director
South Florida Workforce Investment Board d/b/a CareerSource South Florida

Date

Group 2 – Special Programs

Job Description (13) C&R Cook 1

The purpose of the Disaster Dislocated Worker Grant (DWG) award is to provide disaster-relief temporary jobs to assist with humanitarian aid, clean-up, and restoration activities to the counties affected by a natural disaster or emergency. Use of these funds must follow all applicable Workforce Innovation Opportunity Act (WIOA) laws, rules, and regulations and must be consistent with the State of Florida National Disaster Dislocated Worker Grant (NDWG) program requirements and Operational Guidance for National Dislocated Worker Grants (TEGL 2-15).

This is skilled cooking and limited supervisory work in a Metro-Dade County correctional institution. Employees in this class are responsible for the performance of skilled cooking tasks and related supervision in the large-scale production of meals in a County correctional institution kitchen. Emphasis of the work is on the performance of a variety of skilled cooking tasks, directing inmate labor assisting in various food service activities to meet serving deadlines, ensuring proper portioning of food items, providing continuous training to kitchen trustees, operating standard cooking equipment, and supervising cleaning tasks to meet established sanitary requirements. Supervision is exercised over kitchen trustees assisting in various phases of food service operations. Supervision is received from a supervisory cook who supervises food preparation, serving functions and cleaning activities.

Duties and Responsibilities

- Directs inmate labor in tray make-up, loading food carts, use of steam trays and rethermalization units.
- Ensures proper handling, packaging and storage of food items.
- Operates standard cooking utensils and equipment including mixing machines, food choppers, wrapping machines, tray conveyors, and slicing machines.
- Trains cooks and inmates working as kitchen trustees on preparation of meals to meet deadlines for tray line and cafeteria and ensures proper portioning of food items to avoid conflicts among inmates over uneven portions.
- Discusses menu changes or utilization of leftovers with immediate supervisor.
- Exercises caution and control in supervising inmates working as kitchen trustees to avoid injuries, inmate escapes, theft of food items, and prevent contraband from entering the area.
- Prepares salads, sandwiches, slices meats and special dishes for inmates with special dietary considerations.
- Requisitions food items and supplies for cooking operations.
- Participates in portioning and distribution of soups, starches and vegetables for a variety of breakfast, lunch and dinner menus.
- Supervises inmates in cleaning kitchen items including utensils, food trays and rethermalization units to meet American Correctional Association sanitation standards.
- Performs related work as required.

Required Training and Experience

- Completion of eighth grade with one (1) year of experience in an institutional, commercial, or other large-scale food preparation environment is required.
- Valid Florida Driver's License.
- Must pass pre-employment screening/background check.
- A U.S. citizen or eligible to work in the U.S.
- Knowledge of modern methods and equipment used in a large-scale food service operation.
- Knowledge of standard and fancy recipes and cooking methods for various types of breakfast, luncheon and supper menus.
- Knowledge of supervisory principles and practices.
- Knowledge of American Correctional Association food regulations.
- Knowledge of sanitary requirements and the potential hazards in food preparation.
- Knowledge of food menus, general nutrition and modified diets, and portion control.
- Ability to follow written instructions in menus and recipes and perform skilled cooking.
- Ability to supervise a group of inmates working as kitchen trustees in accordance with correctional policies and regulations.
- Ability to follow and transmit precise verbal and written instructions.
- Ability to use and operate a variety of institutional food service utensils and equipment.
- Ability to work under conditions of high temperature and stress.
- Ability to meet serving deadlines in a large-scale food service operation.

Group 2 – Special Programs

Job Description (14) C&R Cook 2

The purpose of the Disaster Dislocated Worker Grant (DWG) award is to provide disaster-relief temporary jobs to assist with humanitarian aid, clean-up, and restoration activities to the counties affected by a natural disaster or emergency. Use of these funds must follow all applicable Workforce Innovation Opportunity Act (WIOA) laws, rules, and regulations and must be consistent with the State of Florida National Disaster Dislocated Worker Grant (NDWG) program requirements and Operational Guidance for National Dislocated Worker Grants (TEGL 2-15).

This is skilled supervisory cooking work in a Metro-Dade County correctional institution. Employees in this class are responsible for the supervision of skilled cooks and unskilled inmates serving as kitchen trustees in the large-scale production of meals in a County correctional institution kitchen. Responsibilities include supervising the cooking portion of meal preparation, meeting serving deadlines, ensuring equal portions and the quality of food servings, employing precautionary measures to ensure compliance with proper sanitary requirements, estimating food needs, requisitioning food supplies and related equipment, planning a variety of standard menus, and coordinating work with cooks on subsequent shifts. Supervision is exercised over skilled cooks and kitchen trustees engaged in various phases of food service operations. Supervision is received from a food service supervisor who reviews work for effectiveness in food preparation, serving functions and cleaning activities.

Duties and Responsibilities

- Plans, schedules, and arranges work flow for a large number of skilled cooks and inmates serving as unskilled kitchen trustees in a County correctional institution kitchen; and schedules operations to meet serving deadlines.
- Supervises the cooking portion of food preparation; roasts meats or prepares special dishes as required; ensures recipes are followed to avoid under/over cooking and/or food loss through improper preparation.
- Employees precautionary measures to guard against health hazards and ensures compliance with proper sanitary requirements.
- Provides continuous training for new inmates working in a kitchen trustee capacity; exercises caution and control in supervising inmates to avoid injuries, inmate escapes, theft of food items, and prevent contraband from entering the area.
- Estimates food needs for standard menus; requisitions food supplies and equipment and maintains related records; streamlines grand-scale food preparations for an economical and efficient operation.
- Coordinates planning with cooks on subsequent shifts and discusses preparation of special menus with food service supervisors.
- Provides advice and assistance to skilled cooks in food preparations.
- Supervises kitchen trustees in cleaning food service areas associated with cooking to maintain standard American Correctional Association sanitary requirements.
- Ensures the use of proper fire safety procedures for a large correctional facility kitchen and precautionary measures governing inmates during emergency situations.
- Makes recommendations regarding hiring, discipline and promotion of subordinates; authorizes leave and overtime; evaluates and rates employee performance.
- Performs related work as required.

Required Training and Experience

- Completion of eighth grade with two (2) years of experience in a large-scale food preparation environment; or
- An Associate's Degree in a Culinary Arts Program, Hospitality or related field or a certificate of completion from a Culinary Arts school may substitute for the required experience on a year-for-year basis.
- Valid Florida Driver's License.
- Must pass pre-employment screening/background check.
- A U.S. citizen or eligible to work in the U.S.
- Considerable knowledge of modern methods and equipment used in large-scale food service operations.
- Considerable knowledge of standard and fancy recipes and cooking methods for various types of breakfast, luncheon and supper menus.
- Considerable knowledge of supervisory principles and practices.
- Knowledge of American Correctional Association food regulations.
- Knowledge of sanitary requirements and the potential hazards in food preparation.
- Knowledge of the preparation of special therapeutic diets.
- Ability to supervise skilled cooks and kitchen trustees in accordance with correctional policies and regulations.
- Ability to estimate quantities of food supplies required for large-scale food preparation.
- Ability to plan and schedule food service operations to achieve goals in food preparation and in meeting serving deadlines.
- Ability to follow and transmit precise verbal and written instructions.
- Ability to use and operate a variety of institutional food service utensils and equipment.
- Ability to work under conditions of high temperature and stress.

Group 2 – Special Programs

Job Description (15) Food Service Worker 1

The purpose of the Disaster Dislocated Worker Grant (DWG) award is to provide disaster-relief temporary jobs to assist with humanitarian aid, clean-up, and restoration activities to the counties affected by a natural disaster or emergency. Use of these funds must follow all applicable Workforce Innovation Opportunity Act (WIOA) laws, rules, and regulations and must be consistent with the State of Florida National Disaster Dislocated Worker Grant (NDWG) program requirements and Operational Guidance for National Dislocated Worker Grants (TEGL 2-15).

This is routine food preparation and serving work in county homes and institutions. Work involves assistance to cooks, dietitians, and other personnel in kitchens or dining rooms in such tasks as cleaning and chopping fruit and vegetables, weighing, measuring and assembling ingredients for various recipes, preparing coffee in large volume, portioning and cutting desserts and serving food in cafeterias or on hospital wards. Employees in this class are required to observe established sanitary standards in the preparing, handling and serving of food, and in their personal hygiene, and are responsible for courtesy and a pleasant demeanor in serving patrons of the dining service. Work is performed under immediate supervision of cooks, dietitians or other personnel who inspect work in progress and review results obtained.

Duties and Responsibilities

- Cleans and chops vegetables and fruits; weighs, measures and assembles ingredients for cooks; mixes and unmolds gelatin salads; makes coffee and toast.
- Portions and cuts desserts; portions out salad dressings and salads, and pours between meal nourishments.
- Serves food to customers in cafeteria lines; keeps cafeteria line supplied with hot foods; loads steam carts for delivery to hospital floors and sets up trays for patients.
- Serves food to patients and keeps records of such service as required.
- Cleans kitchens and dining rooms; operates automatic dishwashers as assigned; dusts tables; cleans sugar bowls, salt and pepper shakers and kitchen utensils.
- Performs related work as required.

Required Training and Experience

- High School diploma or GED.
- Valid Florida Driver's License.
- Ability to perform manual labor under adverse weather conditions.
- Must pass pre-employment screening/background check.
- A U.S. citizen or eligible to work in the U.S.
- Some knowledge of the principles and practices of sanitation and personal hygiene as applied to food preparation and service.
- Some knowledge of the use and care of food service equipment and kitchen utensils. Some knowledge of food preparation and serving procedures in the unit of assignment.
- Ability to secure a health card at the time of appointment.
- Ability to understand and follow verbal and written instructions.
- Ability to maintain a sympathetic attitude towards patients.

Group 2 – Special Programs

Job Description (16) Food Service Worker 2

The purpose of the Disaster Dislocated Worker Grant (DWG) award is to provide disaster-relief temporary jobs to assist with humanitarian aid, clean-up, and restoration activities to the counties affected by a natural disaster or emergency. Use of these funds must follow all applicable Workforce Innovation Opportunity Act (WIOA) laws, rules, and regulations and must be consistent with the State of Florida National Disaster Dislocated Worker Grant (NDWG) program requirements and Operational Guidance for National Dislocated Worker Grants (TEGL 2-15).

This is food preparation and serving work in performance of more responsible tasks in county homes or institutions. Work involves assistance to cooks, dietitians and other personnel in a variety of more difficult food preparation tasks such as mixing and baking various puddings, mixing gelatin desserts or sheet cakes, and preparation of various salads including special diet recipes. Employees are required to observe established sanitary standards in the preparing, handling and serving of food and in personal hygiene. Work is performed under the general supervision of cooks, dietitians or other supervisory personnel who inspect results obtained.

Duties and Responsibilities

- Performs a variety of food preparation tasks in the kitchen of a hospital or home; prepares and bakes rice, bread and other puddings; prepares gelatin desserts; mixes and bakes sheet cakes from cake mixes, and prepares various standard cake frostings.
- Prepares a variety of fruit and vegetable salads and assembles cold plates for cafeteria.
- Prepares desserts, salads and nourishments for various special diets according to standard recipes.
- Order supplies for salad, baking or cold plate areas; assists cooks in preparation of soups and vegetables for luncheon or evening meals, or in preparation of breakfast meals.
- Performs various cooking tasks in the absence of cooks assigned.
- Cleans kitchen and dining rooms and kitchen equipment or utensils, as assigned.
- Performs related work as required.

Required Training and Experience

- Six (6) months of experience as a Food Service Worker 1; or eighth grade and six (6) months of experience in routine food preparation and food service work assisting cooks, dietitians, or other personnel engaged in food preparation in a home, hospital, cafeteria, or similar institutional food preparation environment are required.
- Valid Florida Driver's License.
- Ability to perform manual labor under adverse weather conditions.
- Must pass pre-employment screening/background check.
- A U.S. citizen or eligible to work in the U.S.
- Knowledge of the principles and practices of sanitation and personal hygiene as applied to food preparation and service.
- Knowledge of the use and care of food service equipment and kitchen utensils.

**Attachment 1-A
Job Descriptions**

- Knowledge of food preparation and serving procedures in the unit of assignment.
- Some knowledge of a variety of food preparation tasks on a volume basis.
- Some knowledge of the requirements of cooking on a volume basis.
- Ability to secure a Health card at time of appointment.
- Ability to understand and follow oral and written instructions.
- Ability to perform a variety of food preparation and assembly tasks.

FLORIDA CLEAN INDOOR AIR ACT

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

FCIAA Provisions

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

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

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

- ◆ Public and private workplaces
 - ◆ Restaurants
 - ◆ Bowling centers
 - ◆ Private country clubs
 - ◆ Hotels/motels (excluding guest rooms)
 - ◆ Beauty/barber salons
 - ◆ Libraries
 - ◆ Auditoriums/theaters
 - ◆ Nursing homes/health care facilities
 - ◆ Educational facilities (private or public)
- ❖ **Penalties** – Any person who violates s. 386.204, F.S., commits a non-criminal violation as defined in s. 775.08(3), F.S., punishable by a fine of not more that \$100 for the first violation and not more that \$500 for each subsequent violation. Jurisdiction shall be with the appropriate county court (s. 386.208, F.S.).
 - ❖ **Specific exceptions** – Smoking is permitted in the following indoor locations (s.386.2045, F.S.):
 - ◆ Customs Smoking Room – s. 386.205, F.S.
 - ◆ Private Residence – as defined in s. 386.203(1), F.S.
 - ◆ Stand-Alone Bar – as defined in s. 386.203(11), F.S.
 - ◆ Retail Tobacco Store – as defined in s. 386.203(8), F.S.
 - ◆ Designated Smoking Guest Rooms at Public Lodging Establishments – as defined in s. 386.203(4), F.S.
 - ◆ Smoking Cessation Program, Medical or Scientific Research – s. 386.204(5), F.S.
 - ◆ Membership Association – as defined in s. 386.203(13), F.S., and provided that noncommercial activities are performed by members of the membership association.

Key Points of the Law

- ❖ **Posting of signs; requiring policies** – The person in charge of an enclosed indoor workplace that prior to adoption of s.20, Art. X, Florida Constitution was required to post signs stating that smoking was permitted. Until July 1, 2005, must continue to post signs stating that smoking is NOT permitted in the enclosed indoor workplace (s. 386.206, F.S.).
 - ◆ The proprietor or other person in charge of an enclosed indoor workplace must develop and implement a policy regarding smoking prohibitions.

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

 - ◆ A licensed stand-alone bar (at entrance),
 - ◆ A customs smoking room (airport in-transit lounge),
 - ◆ A smoking cessation program where tobacco smoking is an integral part of the cessation program approved by the Department of Health, and
 - ◆ Where scientific or medical research is being conducted and tobacco smoking is an integral part of the research.
- ❖ **Public announcement in mass transportation terminals** – Terminals of public transportation carries located in standard metropolitan statistical areas with populations over 230,000 are required to announce over public address systems every 30 minutes, in appropriate languages, that Florida is a clean indoor air state and that smoking is not allowed except in a customs smoking room in an in-transit lounge (s. 386.211, F.S.).
- ❖ **Smoking prohibiting near school property; penalty** – Smoking is prohibited for any person under 18 years of age in, on, or within 1,000 feet of the real property comprising a public or private elementary, middle, or secondary school. The law provides for penalties (s. 386.212, F.S.).

Administration & Enforcement

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

Miami-Dade County
Entity

Name and Title of Certifying Representative

Signature of Certifying Representative

Date

ASSURANCES - NON-CONSTRUCTION PROGRAMS

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

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

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

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

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

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

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL		TITLE
		Mayor
APPLICANT ORGANIZATION		DATE SUBMITTED
Miami-Dade County		