

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
U.S. DEPARTMENT OF LABOR, WAGE AND HOUR DIVISION
AND
THE NEW YORK FOUNDATION FOR FAIR CONTRACTING

The United States Department of Labor, Wage and Hour Division (hereinafter referred to as “DOL/WHD” or “WHD”), and the New York Foundation for Fair Contracting (hereinafter referred to as “NYFFC”) (collectively referred to as “the parties” or “the participants”) recognize the value of establishing a collaborative relationship to promote compliance with laws of common concern among the regulated community in the state of New York.

The parties are forming this partnership to more effectively and efficiently communicate and cooperate on areas of common interest, including sharing training materials and exchanging information as appropriate.

THEREFORE, IT IS MUTUALLY AGREED THAT:

This memorandum of understanding (MOU) agreement is intended to memorialize this understanding between DOL/WHD and NYFFC. This MOU is a voluntary agreement that expresses the good-faith intentions of DOL/WHD and NYFFC; it is not intended to be legally binding, does not create any contractual obligations and is not enforceable by any party. This MOU agreement does not obligate and will not result in an exchange of funds, personnel, property, services, or any kind of financial commitment. This MOU agreement outlines procedures to be followed by both DOL/WHD and NYFFC in working together to share information, cross-train staff, and conduct outreach activities involving DOL/WHD and NYFFC.

Purpose

The purpose of this MOU is to establish a collaborative partnership to improve enforcement of the laws administered by DOL/WHD and to construct formal guidelines for coordination of outreach, training, and education activities between the two participating parties.

Parties' Responsibilities

Under the authority of 29 U.S.C § 211(a), DOL/WHD enforces the Federal minimum wage, overtime pay, recordkeeping, and child labor requirements of the Fair Labor Standards Act. DOL/WHD also enforces the Migrant and Seasonal Agricultural Worker Protection Act, the Employee Polygraph Protection Act, the Family and Medical Leave Act, wage garnishment provisions of the Consumer Credit Protection Act, and a number of employment standards and worker protections as provided in several immigration related statutes. Additionally, DOL/WHD administers and enforces the prevailing wage requirements of the Davis-Bacon Act and the

Service Contract Act and other laws applicable to Federal contracts for construction and for the provision of goods and services.

The NYFFC is a nonprofit watchdog organization supporting fair contracting across New York State for the benefit of workers, contractors, and taxpayers. The NYFFC analyzes public works projects for prevailing wage compliance in accordance with the Davis-Bacon Act and New York Labor Law §220. The NYFFC advocates for local fair contracting laws to proactively strengthen worker protections at the municipal level. Lastly, the NYFFC provides information to workers, contractors, and others on a variety of topics related to public works construction.

Overall Objective

The Participants intend to establish a collaborative relationship to provide workers who work in New York with information, guidance, and access to education and training resources to help them exercise their workplace rights, particularly with regard to reducing violations of the minimum wage, overtime, recordkeeping, and child labor provisions of the laws and regulations administered and enforced by WHD, and to help them understand the rights of workers and the responsibilities of employers under the Fair Labor Standards Act, Davis-Bacon and Related Acts, Service Contract Act, Family and Medical Leave Act, the Migrant and Seasonal Agricultural Worker Protection Act, Contract Work Hours and Safety Standards Act, the PUMP Act, and the H-2A and H-2B programs under the Immigration and Nationality Act over which WHD has enforcement authority.

Training and Education

The Participants intend to work together to seek achievement of the following training and educational goals, subject to available resources and to the extent allowable under law:

- Provide training to NYFFC's staff on the application and enforcement of labor laws and regulations under the jurisdiction of the WHD.
- Establish a system for referring complaints to the WHD.
- Develop additional appropriate educational materials, as needed.
- Arrange for a WHD representative to attend and participate in appropriate forums held for workers and employers involving topics under the jurisdiction of WHD.

Outreach and Communication

The Participants intend to work together to achieve the following outreach and communication goals, subject to available resources and to the extent allowable under law:

- Conduct a minimum of one informational forum during the first year of the program, with notice to the public, and with the assistance in each forum of at least one representative of each Participant.
- Publicize this Arrangement and all relevant information regarding the program through available media channels.
- Provide NYFFC with WHD approved educational materials for distribution to

- constituents.
- Provide NYFFC with a contact person to coordinate implementation of the Arrangement.
 - Identify individuals with each party who will serve as points of contact to coordinate implementation of the Arrangement.

Promotion of Dialogue

The Participants intend to work together to seek achievement of the following goals related to promoting dialogue on mandatory wage payments and benefits for workers, subject to available resources and to the extent allowable under law:

- Raise awareness of and demonstrate commitment to worker rights in public outreach presentations led by the Participants.
- Convene or participate in forums, round table discussions, or stakeholder meetings on issues affecting workers in the United States to help forge innovative solutions on issues concerning proper wage compensation, and other employment issues, and understanding of worker rights and responsibilities of employers.
- Share information on DOL laws and standards, including those related to worker rights and employer responsibilities.
- Continue the process by which NYFFC refers for WHD consideration information that may support investigation of potential non-compliance with laws enforced by WHD.

An implementation team made up of representatives of each Participant intends to meet to develop a plan of action, mutually determine working procedures, and identify the roles and intended responsibilities of the Participants. In addition, the Participants intend to meet at least three (3) times per year to track and share information on activities and results in achieving the goals of the Arrangement.

Participant Contacts

- The agencies designate the following POCs responsible for coordinating the partnership activities and meeting annually to review terms and conditions and areas of mutual concern. The agencies will notify each other in the event of the separation or long-term absence of their contact persons.

POC Designees:

For DOL/WHD:

For the Albany District Office

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For NYFFC:

For Western NY and New York City

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Effect of MOU Agreement

- This MOU agreement does not authorize the expenditure or reimbursement of any funds. Nothing in this agreement obligates the parties to expend appropriations or enter into any contract or other obligations.
- By entering into this partnership, the parties do not imply an endorsement or promotion by either party of the policies, programs, or services of the other.
- Nothing in this MOU agreement is intended to diminish or otherwise affect the authority

of DOL/WHd to implement its statutory or regulatory functions.

- This MOU agreement is not intended to be legally binding and does not confer any rights on any private person.
- This MOU agreement is not intended to confer any rights against the United States, its agencies, or its officers upon any private person.
- Nothing in this MOU agreement will be interpreted as limiting, superseding, or otherwise affecting the parties' normal operations or decisions in carrying out their legal duties. This MOU agreement also does not limit or restrict the parties from participating in similar activities or arrangements with other entities.
- This agreement will be executed in full compliance with the Privacy Act of 1974, the Freedom of Information Act, the Federal Records Act, and any other applicable federal laws and New York state laws.
- This MOU agreement contains all the terms and conditions agreed upon by the parties concerning the subject matter of the agreement. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or be binding upon the parties. This agreement is not intended to confer any right upon any private person or other third party.
- Liability of the U.S. Government is governed by the Federal Tort Claims Act.

Dissemination of Factual Information

- The parties agree to jointly disseminate outreach materials to the regulated community when appropriate. Any such dissemination may not be undertaken without prior notice and approval of each party.
- All public materials bearing the United States Department of Labor ("USDOL") or DOL/WHd name, logo, or seal must be approved in advance by USDOL. Any such materials that include the opinions, results, findings and/or interpretations of data arising from the results of activities carried out under the Agreement shall state that they are the responsibility of the party carrying out the activity and do not necessarily represent the opinions, interpretation, or policy of the other partner.
- All materials bearing the NYFFC name, logo or seal must be approved in advanced by the NYFFC.

Resolution of Disagreements

- Disputes arising under this agreement will be resolved informally by discussions between the Participant points of contact, or other representatives designated by each party.

Period of Agreement

- This MOU agreement becomes effective upon the signing of both parties and will expire 5 years from the effective date. This agreement may be modified in writing by mutual consent of both parties. The agreement may be cancelled by either party by giving thirty (30) days advance written notice prior to the date of termination. Renewal of the agreement may be accomplished by written agreement of the parties.

This agreement is effective as of the 16th day of December, 2024.

**FOR THE U.S. DEPARTMENT OF
LABOR, WAGE AND HOUR DIVISION,
ALBANY DISTRICT OFFICE**

X 

**MICHAEL MILAZZO
DISTRICT DIRECTOR**

**FOR THE NEW YORK FOUNDATION
FOR FAIR CONTRACTING**

X 

**MATT KENT
DIRECTOR**

**FOR THE U.S. DEPARTMENT OF
LABOR, WAGE AND HOUR DIVISION,
NEW YORK CITY DISTRICT OFFICE**

X 

**JORGE ALVAREZ
DISTRICT DIRECTOR**

**FOR THE U.S. DEPARTMENT OF
LABOR, WAGE AND HOUR DIVISION,
LONG ISLAND DISTRICT OFFICE**

X 

**DAVID AN
DISTRICT DIRECTOR**