



CareerSource  
SOUTHWEST FLORIDA

# Executive Committee Meeting

In Person Attendance is preferable  
6800 Shoppes at Plantation, Suite 170  
Fort Myers, Florida 33912

[Click here to join the meeting](#)

**Meeting ID: 250 169 954 735**

**Passcode: 23Jr6a**

[Download Teams](#) | [Join on the web](#)

**April 24, 2024**  
**3:30 pm**

Agenda

Meeting Minutes

Key West Lease

Transfer of Dislocated  
Worker Funds to Adult

SNAP Funding

Update on 403(b) Plan

Checking Account Name  
& Signatures

Board Member Changes

Local Workforce  
Development Area  
Designation

- I. Call to Order**
- II. Public Comment**
- III. Approval of October 25, 2023 Meeting Minutes**
- IV. Approval of Key West Lease**
- V. Transfer of Dislocated Worker Funds to Adult**
- VI. SNAP Funding**
- VII. Update on 403(b) Plan**
- VIII. Checking Account Name and Signatures**
- IX. Board Member Changes**
- X. Local Workforce Development Area Designation**

**CareerSource Southwest Florida  
Executive Committee Meeting  
October 25, 2023  
3:30 p.m.  
Minutes**

**Members Present:**

Mike Biskie-Chair  
Brent Kettler-Virtual  
Dr. Brad Myers-Virtual

Keitha Daniels  
Dr. Brad Myers-Virtual  
John Talmage

**Members Absent:**

Bill Diamond

**Guest Present:**

Greg Urbancic, Board Attorney-In-Person

**Staff Present:**

Peg Elmore  
Edward Fritz

Mike Egan  
Lyntoria Thomas

**I. CALL OF ORDER**

The meeting was called to order by Chair Mike Biskie at 3:30 p.m. Lyntoria Thomas called roll and quorum was met.

**II. PUBLIC COMMENT**

None.

**III. APPROVAL OF JUNE 28, 2023 MEETING MINUTES**

Keitha Daniels made a motion to approve the meeting minutes from June 28, 2023  
John Talmage seconded; the motion was unanimously approved.

**IV. IMMOKALEE 2023-2024 ZONING PLANNING**

Mike Egan, CareerSource Southwest Florida Fiscal Director, explained CareerSource is trying to sell the building/property located in Immokalee. Mike explained there is no zoning for the property and recommends CareerSource work with a broker, an engineering firm, and our law firm to rezone. Mike presented the rezoning agreement from Peninsula. The agreement is for \$83,050; related legal expenses are estimated at \$25,000, and with an additional allocation of \$11,950.00, total expenditures should not exceed \$120,000. Mike explained the rezoning process could take six to nine months.

Board Attorney, Greg Urbancic recommended negotiating with Peninsula to increase their potential liability to the maximum amount of their insurance. Greg stated the entire rezoning process with pulling permits, rezoning, possible legalities, the Neighborhood Information Meeting (NIM), the application process with Collier County, and public hearings could possibly take up to a year.

John Talmage made a motion to approve the Immokalee Rezoning agreement with Peninsula for \$83,050; approve related legal expenses estimated at \$25,000 and provide an additional

allocation of \$11,950.00 with total expenditure not to exceed \$120,000 and to present the recommendation at the Board of Director's November 15, 2023 meeting; Keitha Daniels seconded, the motion was unanimously approved.

**V. LETTER GRADE**

Last year CareerSource Southwest Florida received a B+ as the baseline grade for the new grading system. This year, we received an A+ scoring 98.61% and made 17 of the 18 goals Indicators of Performance.

Congratulations were given and John Talmage asked would there be a Press Release to share the accomplishment. Peg reported that she and the Communications Director are working on a press release. Peg asked the committee if they wanted more press releases highlighting the grants received and the stories of the people they help. The committee agreed that more press releases should be shared. John Talmage suggested checking with Dave Dorsey Senior Editor for Gulfshore Breeze Magazine.

Chair Mike Biskie made a recommendation of providing a onetime incentive of 6% of the staff's annual salary for all staff who were employed during the last program year and are currently in good standing. Mike also recommended that staff who began employment after July 1, 2022, and are still employed, the percentage of their incentive would be prorated.

John Talmage motioned to approve the current staff in good standing receive an incentive of 6% of their annual salary, and any staff that began employment after July 1, 2022, and are still employed receive a prorated incentive of their annual salary; Brent Kettler seconded, and the motion was unanimously approved.

**VI. PRESIDENT CEO PERFORMANCE APPRAISAL**

At 4:03 p.m. Mike Biskie asked that the CareerSource Southwest Florida staff leave the meeting so that the Executive Committee Members could discuss the President CEO's performance appraisal. The committee discussed the performance of the President CEO over the past fiscal year.

**VII. OPEN DISCUSSION**

None

**VIII. ADJOURNMENT**

The meeting was adjourned at 4:30 p.m.

## Monroe County Commercial Lease

PAYMENTS NOT RECEIVED BY THE 5<sup>th</sup> OF EVERY MONTH  
WILL BE CHARGE A LATE FEE OF 5 % PER MONTH AND  
MUST BE INCLUDED IN THE CURRENT MONTH RENT.

THIS LEASE made this \_\_\_\_ Day of April, 2024 by and between ROBERTO SANCHEZ, TRUSTEE, the owner and proprietor of the KEY WEST PROFESSIONAL PLAZA, UNIT 312, hereinafter called the Lessor, and SOUTHWEST FLORIDA WORKFORCE DEVELOPMENT BOARD, INC. d/b/a CAREERSOURCE SOUTHWEST FLORIDA, hereinafter called the Lessee.

WITNESSETH, That in consideration of the sum of one month rent (i.e. the first month's rent) in the amount of \$2,916.66 paid by the Lessee, Lessor hereby acknowledging \$2,916.66 to have been received as security deposit under this lease, Lessor hereby acknowledging \$2,916.66 to have been received as the last month's rent under this lease, and in the further consideration of the covenants, agreement and conditions herein contained, on the part of the Lessee to be kept, done and performed, the said Lessor does hereby lease to Lessee Unit 312 at the Key West Professional Plaza 1111 12<sup>th</sup> Street Key West, FL 33040. With the full understanding that Lessee shall HAVE AND TO HOLD THE SAME for the full term of THREE YEARS commencing June 1, 2024 and ending May 31, 2027. Lessee shall have an option to extend the lease for an additional term of three (3) years. The said Lessee yielding and paying to the Lessor therefore the rent as follows:

June 1, 2024 - May 31, 2025	\$2,916.66/month
June 1, 2025 - May 31, 2026	\$3,004.16/month
June 1, 2026 - May 31, 2027	\$3,094.28/month

Renewal Three Year Term (if exercised by Lessee):

June 1, 2027 - May 31, 2028	\$3,187.11/month
June 1, 2028 - May 31, 2029	\$3,282.72/month
June 1, 2029 - May 31, 2030	\$3,381.20/month

(Sales tax on the monthly rental payments is not included. Lessee shall annually provide Lessor with adequate documentation of Lessee's sales tax-exempt status.)

And the said Lessee covenants with the Lessor to pay said yearly rent (for Year 1 of the term in the amount of \$34,999.92) in 12 equal monthly payments, the first month's payment of \$2,916.66 applicable to the 1<sup>st</sup> day of June, 2024, which said sum has been paid and acknowledged herein. The last month's rent under the lease in the amount of \$3,094.28 is also being paid at the execution of this lease.

Due at lease signing is first month's rent, last month's rent and a security deposit as shown below.

First Month:	\$2,916.66
Last Month:	\$2,916.66
Security:	<u>\$2,916.66</u>
	<b>\$8,749.98</b>

Total Due at Lease Signing: **\$8,749.98**

**PAYABLE TO:**

**Roberto Sanchez, Trustee  
P O BOX 414586  
MIAMI BEACH, FL 33141**

AND THE LESSEE hereby covenants and agree that the premises may be used by Lessee as a Career Source office and other related purposes. Lessee shall not use the premises in violation of any valid regulation of any government body, nor in any manner to create a nuisance or trespass, nor in any manner to cancel the insurance or increase the rate of insurance on the premises. Lessor represents and warrants to Lessee that the premises are zoned for the Lessee intended uses.

AND THE LESSEE shall permit the Lessor and the agents and employees of the Lessor to enter into and upon the demised premises at all reasonable times for the purpose of inspecting the same without any liability to Lessor for any loss of occupation or quiet enjoyment of the premises thereby occasioned and shall permit Lessor and Lessor's agents and employees, at any time within the last 30 days prior to the expiration of this lease and any renewal thereof to place on the demised premises any usual or ordinary signs and exhibit the premises to prospective tenants at reasonable hours. Lessor shall provide Lessee with reasonable, advance notice of any planned entry upon the premises, and shall not unreasonably interfere with the conduct of Lessee's business from the premises. Except in the event of an emergency, the condominium association shall be able to enter the premises when any need arises and shall have a key in their possession.

AND THE LESSEE, to the extent permitted by Florida law and subject to the terms of this provision, will defend, hold harmless and indemnify the Lessor from any judgment, claim, demand, financial loss or expense (including attorney fees) arising out of, or a result of, the negligent act or omission of Lessee or the Lessee's invitees, or anyone under Lessee's control or acting as Lessee's agent, servant or contractor to the extent that liability, loss, claim, damage or expense is not covered by proceeds of insurance, actually received by Lessor. Notwithstanding anything contained in this Lease to the contrary, nothing herein shall be deemed a waiver of immunity or limits of liability of Lessee, including its directors, officers, agents, employees, and independent contractors, beyond any statutory limited waiver of immunity or limits of liability which may have been adopted pursuant to Section 768.28, Florida Statutes or other applicable statute, and nothing herein shall inure to the benefit of any third party for the purpose of allowing any claim against Lessee which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law. It is specifically acknowledged that Lessee's liability under any terms, conditions, or provisions of this lease shall only be to the extent Lessee would be liable under statutory limited waiver of immunity or limits of liability that have been adopted in Section 768.28, Florida Statutes, or other applicable statute.

AND THE LESSEE hereby agrees to carry liability insurance in the amount of \$500,000.00 and include the lessor as an additional insured.

AND THE LESSEE shall pay for the following utility services to the premises directly to the utility provider as needed by Lessee: electric service, internet and/or phone. Lessor shall be responsible for the provision of water/sewer services, which are included in the rent. Lessor, at its expense, shall maintain and repair the premises, except repairs necessitated by the negligent act or omission of Lessee, which shall be promptly repaired by Lessee at its sole cost and expense and to the satisfaction of Lessor, to the extent not covered by proceeds of insurance carried by Lessor actually received by Lessor. Lessor shall have no duty to maintain or repair any of Lessee's furniture, fixtures, equipment, or other personal property of Lessee.

Prior to the commencement of this lease, Lessor, at Lessor's expense, will place new carpeting reasonably acceptable to Lessee in the office, replace the stained ceiling tiles and paint the room identified by Lessee.

AND THE LESSEE hereby agrees that if the premises are substantially destroyed by fire, flooding, windstorm, or other casualty, this lease shall terminate immediately and the parties shall have no further obligation to continue the lease.

If the leased premises are partially damaged and repairs can be promptly made within 120 days or less, the lease term and duty to pay rent shall be suspended, Lessor shall make repairs. And, on completion of same, the lease suspension shall cease and Lessee shall reoccupy the premises and initiate the rental payment, pro-rated on a daily basis for the number of days remaining in the month when suspension of payment ceased.

AND THE LESSEE hereby agrees that he may not without the prior written consent of the Lessor, assign or sublet this lease or apportion thereof, said request may not be unreasonable withheld.

AND THE LESSEE hereby agrees that Lessor shall be responsible for maintaining the common areas and landscaped and parking facilities appurtenant to the leased premises.

Notwithstanding anything contained in this lease to the contrary, Lessee's performance and obligations under this Lease are expressly contingent upon an annual appropriation from the State of Florida and the federal government. Lessee has final authority as to what constitutes an "annual appropriation" of funds. The lack of annual appropriation or availability of funds shall not constitute a default by Lessee. If the State of Florida or the federal government fail to appropriate sufficient annual funding to enable Lessee to continue its obligations hereunder, Lessee may terminate this Lease without penalty to Lessee by providing Landlord with six (6) months prior written notice of the termination date together with written documentation of the failure of the appropriations. Upon such termination the Lease shall be treated as if expired by the effluxion of time, and Lessee shall receive a refund of any prepaid sums and the parties shall thereafter have no further rights, duties, obligations, or liabilities hereunder, including, without limitation, any future payment obligations relating to rent and other sums due hereunder.

Lessor is responsible for all brokerage commissions or fees relating to this lease.

NOTICES under this lease shall not be deemed valid unless given or served in writing and forwarded by hand delivery, email, mail with postage prepaid or commercial courier (such as FedEx or UPS), addressed as follows:

Lessor:

C/O Roberto Sanchez  
P.O. Box 414586  
Miami Beach, FL 33141  
Email: \_\_\_\_\_

Lessee:

Southwest Florida Workforce Development Board, Inc.  
d/b/a CareerSource Southwest Florida  
Attn: Peg Elmore, President/CEO  
6800 Shoppes at Plantation, Suite 170  
Fort Myers, FL 33912  
Email: [pelmora@careersourcesouthwestflorida.com](mailto:pelmora@careersourcesouthwestflorida.com)

With a copy to:

Coleman, Yovanovich & Koester, P.A.  
Attn: Gregory L. Urbancic, Esq.  
4001 Tamiami Trail North, Suite 300  
Naples, Florida 34103  
Email: [gurbancic@cyklawfirm.com](mailto:gurbancic@cyklawfirm.com)

shall not be modified or amended in any manner whatsoever except by written instrument signed by the Lessor and Lessee. In the event of any litigation by any party to enforce or defend its right and duties under this agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

This agreement represents the entire agreement of the parties and all representations, understandings, negotiations and statements exchanged by the parties are merged into and shall be superseded by terms conditions set forth herein. This lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendments.

The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this lease.

Witness our hands and seal this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Signed and sealed in the presence of:

By \_\_\_\_\_ Date \_\_\_\_\_  
Lessor:  
Roberto Sanchez, Trustee

By \_\_\_\_\_ Date \_\_\_\_\_  
Lessee:  
Southwest Florida Workforce Development Board, Inc.  
d/b/a Career Source Southwest Florida  
Signed by: Peg Elmore, President/CEO

AND THE LESSEE hereby agrees that the lease shall be governed by the laws of the State of Florida and



Prior Approval Transfer Request Form - WIOA Adult and Dislocated Worker (DW) Programs  
From 07/01/2024 through 06/30/2025

LWDB Number and Name (Requestor): LWDB-24 CareerSource Southwest Florida

Name / Title of Requestor Representative: Michael Egan Fiscal Director

Adult and Dislocated Worker Transfer Request

Program Year	Program	Total Award Amount	Amount of Adult Requested to be Spent on DW	Percentage of Adult Requested to be Spent on DW	Amount of DW Requested to be Spent on Adult	Percentage of DW Requested to be Spent on Adult
2023	WIOA-DW	2,090,953.00	0.00	0	1,700,000.00	81.3%

COMPLETE THE BELOW SECTIONS FOR REQUESTS THAT EXCEED 25% OF THE PROGRAM'S ANNUAL ALLOCATION

Reason for requesting the use of one program's funding for the other (e.g. anticipated depletion of current funds, changes in labor market conditions, etc.):

A significant amount of job seekers would potentially be identified as dislocated workers have been impacted by the effects of Hurricane IAN. Funding through NEG grants for disaster recovery is primary and the timeframe for recovery goes far beyond available funding deadlines for WIOA-DW.

A description of outreach/marketing activities conducted to ensure underserved populations were aware of available services:

A strategy to identify dislocated worker job seekers impacted by Hurricane IAN. Includes community outreach, social media and our website which is continually updated. The result of the damage to our area has made employment opportunities difficult at best. Emphasis is now on disaster recovery in conjunction with new employment opportunities.

Labor market conditions contributing to the need for the transfer:

Current market conditions are uncertain and to a greater extent unknown. Disaster recovery efforts are under way and funding from NEG grants is the primary focus. The number of participants originally planned to be served by the base allocation compared to the estimated number of participants expected to be served after funds are transferred.

Total current WIOA Adult program enrollment is 205 and 30 Dislocated Worker enrollments. The disparity indicates that we can serve more job seekers through the WIOA Adult program than the WIOA Dislocated Worker program to meet the current demand for workers.

COMPLETE THE BELOW CERTIFICATION FOR REQUESTS THAT EXCEED 25% OF THE PROGRAM'S ANNUAL ALLOCATION

I certify the following:

- When transferring from Adult to Dislocated Worker - The LWDB has sufficient funds to serve the WIOA Adult priority populations.
- When transferring from Dislocated Worker to Adult - The LWDB has sufficient Dislocated Worker funds to serve dislocated workers in the local area; there are no pending layoffs that may impact the need for dislocated workers in the local area.
- The full board voted to approve this request to transfer funds and a copy of the LWDB's meeting minutes are included with this request.

I certify the above information is true and correct.

REVISED August 2021

Signature of Board Chair

Michael Biskie  
Print Name

Date

Supplemental Nutrition Assistance Program (SNAP)

October 1, 2023 – April 22, 2024

Notice of Funding Authorization	\$125,914
Released	\$ 94,435

Referrals 10/1/2023 – 4/22/2024

Refugees	1,006
Non-Refugees Referrals	<u>1,633</u>
	2,644



# 403(b) Plan Restatement

- Allow Roth contributions
- Allow catch-up provisions
- Allow in-service distributions for employees over the age of 59-1/2
- Allow employer match and/or contributions



# Checking account name and signatures

**Southwest Florida Workforce Development Board**  
**Bank Signature Authority – Effective 03/08/2023**

Authorized Signers: Peg Elmore Executive Director  
Michael Biskie Board Chair  
Michael Dalby Board Vice Chair  
Bill Diamond Treasurer

Authorized for checks up to \$150,000 Peg Elmore  
Authorized for checks greater than \$150,000 Peg Elmore and one of the three above in order of (Chair/Vice/Treasurer)  
Authorized if Executive Director unavailable: Up to \$150,000 one of the above in order of (Chair/Vice/Treasurer)  
Greater than \$150,000 two of the above any order

Board resolution March 8, 2023 at Fort Myers Office

**Southwest Florida Workforce Development Board**  
**dba CareerSource Southwest Florida**  
**Bank Signature Authority – Effective 04/23/2024**

Authorized Signers: Peg Elmore President/CEO  
Michael Biskie Chair  
Bill Diamond Vice-Chair  
Keitha Daniels Treasurer

Authorized for checks up to \$150,000 Peg Elmore  
Authorized for checks greater than \$150,000 Peg Elmore and one of the three  
Authorized if President/CEO unavailable: Up to \$150,000 one of the above  
Greater than \$150,000 two of the above any order

**Term ends June 30, 2024**

- Bill Diamond – requested second term
- Dave Gammon – requested second term
- Dr. Brad Myers – requested second term
- Dr. Amy Teprovich – not seeking second term
- Curtis Brown – no response

**New Board Members effective July 1, 2024**

- Wendi Fowler, Collier County, Hotwire Communications
- Kristina Park, Collier County, Greater Naples Chamber of Commerce
- Kevin Donlan, Monroe County, Publix
- Phil Magin, Monroe County, Baptist Health South Florida

Vacancy: Private education representative

## Request for New Local Workforce Development Area Designation

Select the appropriate box that describes this request:

- New Designation – New Local Workforce Development Area (LWDA), including LWDAs that are fully consolidating.
- Realignment of Counties – Existing LWDA that is removing or adding one or more counties.

### 1. Point of Contact

Name of Contact Person: Peg Elmore	Phone Number: 239.931.8200 x 1801
Title: President & CEO	Email Address: <a href="mailto:pelmore@careersourcesouthwestflorida.com">pelmore@careersourcesouthwestflorida.com</a>
Date of Request: April XX, 2024	

### 2. LWDA Information

Name of Local Workforce Development Area:  
CareerSource Southwest Florida

### 3. County/Counties Information

List the county/counties that will be included in the proposed LWDA: Charlotte Collier Glades Hendry Lee Monroe	<p><b>For new designations and realignment of counties, list the county/counties that is/are being <u>added to</u> the LWDA and the LWDA they are currently designated to:</b></p> <p>Monroe County is being added to CareerSource Southwest Florida. Monroe County is currently designated to CareerSource South Florida.</p> <p><b>For realignment of counties, list the county/counties that is/are being <u>removed from</u> the LWDA and the LWDA they will be realigned to:</b></p> <p>No counties are being removed from Career Source Southwest Florida.</p>
---	--

### 4. Substantive Requirements for Designation of a New LWDA

#### a. Describe how the proposed LWDA is consistent with local labor market areas.

This action realigns Monroe County with an area that is culturally more similar in nearly all characteristics than its current alignment. 27.8% of Monroe employment share is employed within the accommodation and food services industry which is reflective of the high share of tourism industry within the county. Charlotte (11.2%), Lee (10.9%) and Collier (12.0%) all have a higher share of workers in that industry than Miami-Dade (8.2%). In addition, small businesses are more prevalent in Monroe County and in this LWDA compared to the South Florida area.

#### b. Describe how the proposed LWDA has a common economic development area.

Monroe and Miami-Dade are in the same Southeast Enterprise Florida Region. Glades and Hendry counties are both in the South-Central Enterprise Florida Region. Charlotte, Lee and Collier counties are within the Southwest Enterprise Florida region.

With many beaches and other travel destinations, increases in the number of hotels/motels, food preparation and serving-related occupations, as well as other services geared toward travelers and vacationers can be seen in Monroe County and in SWFL.

#### c. Describe the federal and non-federal resources that will be available to the proposed LWDA, including appropriate education and training institutions, to administer activities under the Workforce Innovation and Opportunity Act youth, adult and dislocated worker formula programs.

In addition to WIOA Adult, Dislocated Worker and Youth funding, other available funding/resources include Welfare Transition, Wagner-Peyser, and special grants for disaster relief. Staff will review public and non-public educational institutions in Monroe County for partnering and inclusion of programs, to include apprenticeships, on CareerSource Southwest Florida's Eligible Training Provider List.

### 5. Additional Information

#### a. Describe how the proposed new LWDA designation will impact the other LWDA(s) from which it is withdrawing.

CareerSource South Florida would become a single-county service area for Miami-Dade County only, Florida's largest county.

### 6. Public Comments

#### a. Local areas requesting to create a new LWDA must post its intent for 10 days to allow the receipt of public comments. Was this request posted for public comments? Yes No

#### b. Were any public comments received? Yes No

If yes, a copy of public comments received regarding the proposed newly designated LWDA must be submitted with this request.

CareerSource Southwest Florida  
2024 Annual Award Luncheon  
& Board Meeting

Wednesday

September 18, 2024

11:30am – 1:00pm

The Plantation Golf & Country Club

