

FLAIR #: RWB24

CGA Staff: MB

1. Agreement Manager: JUNIOR TAIT

Program Area (Division): FA

Phone No.: 8502457356

X Financial (If Financial, Complete All Sections)

Non-Financial (If Non-Financial, Complete Sections 1-4, 8, and 22)

2. Agreement Type: X Original Agreement

Renewal Number:

Amendment Number:

If more than one funding source, show each source with amount of funds and Expansion Option (EO) and Version. If the contract will cross fiscal years, please indicate the amount that will be encumbered in the current fiscal year. If additional space is required, please attach a separate sheet.

3. Department Agreement #  
LWDB24

4. Begin Date  
9/1/2024

End Date  
6/30/2027

Revised End Date

5. Grant #  
MULTIPLE

Mod. #

6. CFDA #  
MULTIPLE

CSFA #

7. Contract/Grant Total  
\$

Increase  
\$

(Decrease)  
\$

Revised Contract/Grant Total  
\$

8. Entity Name/Vendor ID #/Address/Phone #  
CareerSource Southwest FL  
6800 Shoppes at Plantation Dr, Ste 170  
Ft Myers, FL 33912/239-225-2500

9. Method of Payment  
X Cost Reimbursement  
Fixed Price or Fixed Rate  
Other: (please specify)

10. Vendor Determination Form Received?  
Yes  
X No

11. FLAIR Fund Code  
202195003

12. FLAIR Object Code(s)  
780000

13. Budget Entity  
40200100

14. FLAIR Organization Code(s)  
40162700000

15. Appropriation Category  
100780

16. Expansion Option/Version

17. OCA

18. FCO Year

19. FLAIR Account Code (29-digits)  
202195003402001000010078000

20. Method of Procurement  
Type: EX  
Solicitation #:  
Award Date/Notification

21. Service Type

22. Agreement Type  
Vendor Contract  
X Recipient/Subrecipient  
Other: (please specify)

23. State Funded Project?  
Yes  
X No

ADMINISTRATIVE REVIEW

PRE-EXECUTION PHASE (DocuSign)	EXECUTION PHASE
Agreement Manager: Kechia Dean <i>Kechia Dean</i> 8/26/2024	Office of the General Counsel: Brent McNeal <i>Brent McNeal</i> 9/6/2024
Contracts and Grants Administration Supervisor/Manager: Arnaud Kone <i>Arnaud Kone</i> Arnaud Kone 8/26/2024	Chief Financial Officer (If Applicable): Tisha Womack <i>Tisha Womack</i> 9/6/2024
Revenue Management: Lemuel Toro <i>Lemuel Toro</i> 8/26/2024	Chief of Staff (If Applicable): Adam Callaway <i>Adam Callaway</i> 9/6/2024
Bureau Chief/Manager:	Delegation of Authority (If Applicable): J. Alex Kelly <i>J. Alex Kelly</i> 9/6/2024
Program Manager (If Applicable):	
Deputy Secretary (If Applicable): Wendy Castle <i>Wendy Castle</i> 8/26/2024	
Chief Financial Officer (If Applicable): Tisha Womack <i>Tisha Womack</i> 8/26/2024	
Chief of Staff (If Applicable): Adam Callaway <i>Adam Callaway</i> 8/27/2024	
Secretary (If Applicable): J. Alex Kelly <i>J. Alex Kelly</i> 8/27/2024	

MB

COMMERCE-PUR100 (Revised - 11/3/2023)

COMMENTS (If Applicable)

Agreement Manager

Contracts and Grants Administration Supervisor/Manager

Budget Management  
EO: R1/01

Revenue Management

Bureau Chief

Program Manager

Deputy Secretary

Chief Financial Officer

Chief of Staff

Secretary



Executive Briefing Template

Issue Title: RWB24 - Southwest Florida Workforce Development Board, Inc., d/b/a CareerSource Southwest Florida		
Originating Office/Division: Finance & Administration	Preparer: Kechia Dean	Date: 8/23/24
Action Requested: Approval		
Issue Summary: The new funding (2024-2025) Grantee-Subgrantee Agreement with CareerSource Southwest Florida pursuant to the Workforce Innovation and Opportunity Act for the period of 9/1/24 – 6/30/27.		
Florida Statute: 445.009(2)(c), F.S.	Lobbyist: N/A	
Issue Start Date: 08/23/2024	Due Date: As soon as possible.	
External Partners: 21 Local Workforce Development Boards	Cost: \$0	
Inform: DWS: <input type="checkbox"/> DCD: <input type="checkbox"/> DED: <input type="checkbox"/> F&A: <input type="checkbox"/> IT: <input type="checkbox"/> CIO: <input type="checkbox"/> Comms: <input type="checkbox"/> Leg: <input type="checkbox"/> EAT: <input type="checkbox"/> OGC: <input type="checkbox"/> OIG: <input type="checkbox"/> COS: <input type="checkbox"/> Sec: <input type="checkbox"/> OPB: <input type="checkbox"/> EOG: <input type="checkbox"/>		
Background: Florida Commerce has executed agreements with 21 Local Workforce Development Boards pursuant to section 121(h) of the Workforce Innovation and Opportunity Act & section 445.009(2)(c), F.S.	Relevant Data:	
Three options: 1. Approval of this Agreement		
Next steps: Agreement Manager will proceed with executing this agreement and monitor the project through the term of the agreement.		
Chief of Staff Notes:		

# **AGREEMENT** **BETWEEN CAREERSOURCE SOUTHWEST FLORIDA** **AND THE** **FLORIDA DEPARTMENT OF COMMERCE**

This Agreement is entered into between the State of Florida, Department of Commerce (“Commerce”), and Southwest Florida Workforce Development Board, Inc., d/b/a CareerSource Southwest Florida (“Board” or “Subrecipient”). Commerce and the Board are sometimes referred to herein individually as a “Party” and collectively as “the Parties.”

**WHEREAS**, Commerce is Florida’s designated state agency for receipt of federal workforce development funds, and is required to carry out the duties and responsibilities assigned by the Governor under each federal grant assigned to Commerce; and

**WHEREAS**, pursuant to section 107(d)(12)(B)(i) of the Workforce Innovation and Opportunity Act (Pub. L. 113-128), the chief local elected official in a local workforce development area shall serve as the local grant recipient for, and shall be liable for any misuse of, the grant funds allocated to the local workforce development area under sections 128 and 133; and

**WHEREAS**, the chief local elected official may designate an entity to serve as a local grant subrecipient for such funds, although such designation shall not relieve the chief local elected official of the liability for any misuse of grant funds; and

**WHEREAS**, the Board has been designated by the chief local elected official as a “subrecipient” of funds (as that term is defined by federal law), and is a “recipient” of funds (as that term is defined by state law); and

**WHEREAS**, pursuant to section 121(h) of the Workforce Innovation and Opportunity Act (Pub. L. 113-128) and section 445.009(2)(c), Florida Statutes, Commerce and the Board intend for this Agreement to satisfy the requirements that the Board enter into a memorandum of understanding and infrastructure funding agreement with each mandatory or optional partner participating in the one-stop delivery system.

## **1. DEFINITIONS AND ACRONYMS.**

- a. **“Board”** means the Local Workforce Development Board.
- b. **“CDBG-DR”** means Community Development Block Grant-Disaster Recovery.
- c. **“CFR”** means Code of Federal Regulations.
- d. **“CLEO”** means the Chief Local Elected Official.
- e. **“DCF”** means the Florida Department of Children and Families.
- f. **“FDLE”** means the Florida Department of Law Enforcement.
- g. **“JVSG”** means the Jobs for Veterans State Grant program.
- h. **“LWDA”** means Local Workforce Development Area.
- i. **“MOU”** means Memorandum of Understanding.
- j. **“NFA”** means Notice of Award/Notice of Fund Availability.
- k. **“RA”** means Reemployment Assistance.
- l. **“RESEA”** means the Reemployment Services and Eligibility Assessment program.
- m. **“SNAP E&T”** means the Supplemental Nutrition Assistance Program Employment & Training program.
- n. **“State Board”** means the State Workforce Development Board.
- o. **“TAA”** means Trade Adjustment Assistance.
- p. **“WIOA”** means the Workforce Innovation and Opportunity Act.
- q. **“WP”** means the Wagner-Peyser Act.
- r. **“WT”** means the Welfare Transition program.

2. **TERM AND EXPIRATION.** The Effective Date of this Agreement is September 1, 2024, and may continue through June 30, 2027 (the “Expiration Date”), unless otherwise terminated as set forth herein. In accordance with section 121(c)(2) of WIOA, this Agreement will be reviewed, and if substantial changes have occurred, renewed, at least once every three years to ensure appropriate funding and delivery of services. This Agreement may be renewed

or extended for a period of time to be determined by Commerce at its sole discretion, and without the Board's approval, at any time prior to the Expiration Date. This Agreement terminates, supersedes, and replaces any prior agreement in effect between Commerce and the Board regarding the subject matter set forth herein as of the Effective Date. The period between the Effective Date and the Expiration Date or the termination date is the "Agreement Period." Subrecipient is absolutely responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If the LWDA is redesignated in whole or in part, or the Board is decertified, then Commerce may terminate this Agreement. If Commerce elects to terminate this Agreement, then Commerce will notify the Board and the CLEO of such termination, when the termination becomes effective, and any termination instructions.

### 3. FISCAL AND ADMINISTRATIVE CONTROLS.

Commerce will provide funds in consideration for the Subrecipient's successful performance under this Agreement. The State of Florida's and Commerce's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature of the State of Florida. Commerce shall have final authority as to both the availability of funds and what constitutes an "annual appropriation" of funds. The lack of appropriation or availability of funds will not create Commerce's default under this Agreement. If there is a state or federal funding shortfall, then the funding otherwise made available under this Agreement may be reduced. The Subrecipient shall not expend funding provided under this Agreement or made available pursuant to any NFA to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any agency or instrumentality thereof (including Commerce) or to pay any costs incurred in connection with the prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof (including Commerce), which the Subrecipient instituted or in which the Subrecipient has joined as a claimant.

- a. Commerce will make funding available to the Subrecipient by issuing NFAs through Commerce's financial management information system, the Subrecipient Enterprise Resource Application (SERA). The Subrecipient's receipt of funding made under an NFA may be conditioned upon the Subrecipient's successful performance of certain requirements prior to the receipt of such funding. The Subrecipient must comply with all terms, conditions, assurances, restrictions, or other instructions contained within the NFA as a condition precedent to the Subrecipient's receipt of funding set forth in the NFA. Except as specifically set forth herein, if a conflict exists between the terms of this Agreement and any NFA, the terms of the NFA shall control.
- b. Accountability for Funds.
  - i. Reduction or Suspension of Funding. Commerce may partially, completely, temporarily, or permanently reduce or suspend any funding provided under this Agreement or funding made available pursuant to an NFA, if the Subrecipient fails to comply with all applicable state and federal laws, rules, and regulations, or the terms of this Agreement or any NFA. Commerce will exercise its authority to reduce or suspend funding in accordance with the applicable federal and state laws, rules, regulations, and policies.
  - ii. Recoupment. Notwithstanding anything in this Agreement or any NFA to the contrary, Commerce has an absolute right to recoup funds. Commerce may refuse to reimburse the Subrecipient for any cost if Commerce determines that such cost was not incurred in compliance with the terms of this Agreement. Commerce may demand a return of funds if Commerce terminates this Agreement.
  - iii. Overpayments. If the Subrecipient's (a) noncompliance with this Agreement or any applicable federal, state, or local law, rule, regulation, or ordinance, terms of any NFA, or (b) performance or nonperformance of any term or condition of this Agreement results in:
    - (a) an unlawful use of funds;
    - (b) a use of funds that doesn't comply with the terms of this Agreement; or
    - (c) a use which constitutes a receipt of funds to which the Subrecipient is not entitled (each such event an "Overpayment"), then the Subrecipient shall return such Overpayment of funds to Commerce.
  - iv. Discovery of Overpayments. The Subrecipient shall refund any Overpayment of funds to Commerce within 30 calendar days of the Subrecipient's discovery of an Overpayment or receipt of notification from

Commerce that an Overpayment has occurred. Commerce is the final authority as to what may constitute an Overpayment of funds. Refunds should be sent to Commerce's Agreement Manager and made payable to the "Department of Commerce." Should repayment not be made in a timely manner, Commerce may charge interest, pursuant to 2 CFR 200.410, at the lawful rate of interest on the outstanding balance beginning 30 days after the date of notification or discovery.

- c. By signature below, the Subrecipient certifies to Commerce that it has written administrative procedures, processes, and fiscal controls in place for the operation of WIOA, WP, TAA, RESEA, JVSG, SNAP E&T, WT, CDBG-DR and any other program for which the Subrecipient receives funds from Commerce. The written administrative procedures, processes, and fiscal controls described in this paragraph must, at minimum, comply with applicable state and federal law, rules, regulations, policies, guidance, and the terms of this Agreement. Subrecipient must update written administrative procedures and policies as applicable at least every four years. Commerce may at any time request copies of the Board's written procedures and policies for review. As needed, Commerce shall provide guidance and technical assistance to the Subrecipient to ensure compliance with this section. If the Subrecipient cannot certify that it has written administrative procedures, processes, and fiscal controls in place for the operation of any program for which it may receive funds at a future date, then as a condition precedent to the award of any funds, the Subrecipient shall establish and adopt such written administrative procedures, processes, and fiscal controls, as necessary for the applicable program.
- d. By signature below, the Subrecipient certifies that it has written administrative procedures, processes, and fiscal controls in place for the payment of supportive services including, but not limited to prepaid gas or prepaid debit cards. Controls must address issuance, storage, and reconciliation of prepaid gas or prepaid debit cards. The Subrecipient must maintain documentation supporting the eligibility of the receipt of supportive services and that the value of the supportive service is consistent with the documented need of the participant.
- e. The Subrecipient shall manage, maintain, and properly dispose of program and financial records in accordance with governing state and federal laws and regulations.
- f. The Board will appoint at least one Regional Security Officer who is responsible for ensuring the Board's compliance with all information system security matters and system access control for users of Commerce-owned systems. The Regional Security Officer will comply with policies and requirements imposed by Commerce.
- g. The Subrecipient will designate a custodian for purchased property and equipment who will be responsible for ensuring the Subrecipient's compliance with 2 CFR 200.310-200.316.
- h. The Subrecipient is responsible for managing real property and leases for all space utilized in the one-stop delivery system. The Subrecipient and/or its designated one-stop operator shall be responsible for all activities involved in securing space for local career centers, ensuring payment to lessors, and cost allocating rent charges, and otherwise managing leases.
- i. The Subrecipient will comply with all federal and state laws, policies, guidance, plans, or other similar documents produced, approved, or disseminated by Commerce, the State Board, or any other entity whose funds are made available to the Subrecipient through Commerce. These documents will be made available on Commerce's website or distributed to the Subrecipient through other means.
- j. Funds provided to the Subrecipient by Commerce may not be used to pay consultants, as that term is defined in 5 CFR 304.102, in excess of \$815 per day and must be documented as reasonable and necessary.

#### **4. PERFORMANCE, REPORTING, MONITORING, AND AUDITING.**

- a. Commerce may request from Subrecipient any information related to the Parties' performance under this Agreement. The Subrecipient shall provide any requested information in the form and manner requested by Commerce, within the time frame established by Commerce, so that Commerce may review the Board's performance and compliance and compile and submit information to the appropriate parties. The Board shall

provide timely electronic data to Commerce, via the electronic financial and programmatic data systems established by Commerce in order to allow Commerce to provide accurate reports to state and federal funding agencies, the Legislature, the State Board, and other interested parties, and to review the Board's fiscal status and performance.

- b. The Subrecipient will comply with the audit requirements set forth in Exhibit A on an annual basis and take prompt corrective action with respect to any audit findings.
- c. The Subrecipient shall allow access to representatives of Commerce (including the Office of Inspector General and Office of Civil Rights), appropriate representatives from other state and federal funding agencies, and any other entity authorized by law for the purposes of conducting monitoring, reviews, inspections, investigations, proceedings, hearings, or audits (each a "Compliance Review") without imposing burdensome administrative processes to for such access. The Subrecipient will fully cooperate with any Compliance Review conducted pursuant to this section. Failure to fully cooperate will constitute a material breach of this Agreement and may result in the termination or suspension of this Agreement and any funding provided by Commerce. Commerce reserves the right to, in its sole discretion, decide what constitutes full cooperation under this paragraph. Commerce may exercise its rights under this paragraph at any time and as frequently as Commerce deems necessary. The Subrecipient will reimburse Commerce for all reasonable costs incurred by Commerce for any activity conducted pursuant to this section that results in the suspension or termination of this Agreement. The Subrecipient will not be responsible for costs incurred from activities conducted under this section that do not result in the suspension or termination of this Agreement. Nothing in paragraph (b) of this section, or Exhibit A, is intended to limit the terms of this paragraph (4.c.).
- d. Annually, the subrecipient shall submit the following information electronically to the Bureau of Financial Monitoring and Accountability at [FMA-RWB@commerce.fl.gov](mailto:FMA-RWB@commerce.fl.gov) and upload to SharePoint by the deadlines prescribed below:
  - i. Completed Salary Cap by April 1;
  - ii. Annual detailed budget of revenues and expenditures by funding source no later than two weeks after the budget is approved by the Board and Chief Elected Official(s);
  - iii. Completed Internal Control Questionnaire signed by the Board Chairperson and Executive Director by September 30 or within 30 calendar days after the Internal Control Questionnaire is provided to the Subrecipient by Commerce, whichever is later; and
  - iv. A final indirect cost rate proposal and supporting documentation must be submitted to Commerce's Bureau of Financial Monitoring and Accountability as soon after the Board's fiscal year end closes as practical, but no later than six months after the end of the fiscal year, to the FMA-RWB email at [FMA-RWB@commerce.fl.gov](mailto:FMA-RWB@commerce.fl.gov). Boards that negotiate their indirect cost rate with a federal agency must submit a copy of the approved agreement as soon as it is available.
- e. The State Board and Commerce have established special guidelines concerning audit quality as guidance for the Board. The Board must procure audit services in accordance with federal law and the applicable state policies that govern the expenditure of federal, state, and non-pass-through funds. The Board is also required to communicate to its independent auditor the following procedures that must be performed:
  - i. It is essential that the auditor tests the Board's reconciliation of its financial records to SERA. The auditor should include a note to the financial statements confirming whether such a reconciliation was performed by the Board in a satisfactory manner.
  - ii. It is essential that the auditor tests the Board's reconciliation of its year-end financial records to ensure the following conditions exist:
    - (a) Each federal award passed through Commerce must balance by the individual Commerce NFA ID#. Each NFA is required to be a self-balancing set of accounts.
    - (b) Net assets of each federal award must equal zero.
    - (c) Federal awards must not have negative cash balances without a sufficient explanation.
    - (d) All cost pools must be allocated to their final cost objectives.

If the conditions do not exist, the auditor should include an explanation in the audit report as to why they do not.

- iii. It is essential that the auditor tests the Board's application of its indirect cost rate agreement negotiated with its federal cognizant agency or Commerce and report areas of noncompliance.
  - iv. Auditors are required under federal audit guidelines to test compliance with federal cash management requirements and to report any material problems.
  - v. Auditors must prepare and submit a management letter specifying those findings and observations not included in the audit report. Providing only a verbal briefing is not acceptable. The Board must prepare a written statement of explanation or rebuttal, including corrective actions to be taken, addressing the deficiencies cited in the management letter. NOTE: If a management letter is not present, this should be stated in the schedule of findings and questioned costs.
  - vi. All funds overseen, managed, or administered by the Board must be included in the scope of the audit and within the audited financial statements. This includes funds that are provided to any auxiliary entity over which the Board exercises any controlling influence, such as a foundation or an association. For purposes of this Agreement, all foundations, associations, or other similar entities are considered to be affiliated organizations and, in some instances, may need to be classified as a component unit.
  - vii. For any affiliated organization, at a minimum the audit report should disclose the entity's mission or purpose; any and all controlling members; summarized financial data including total assets, liabilities, net assets, revenues, expenditures; sources of all revenues; the entity's relationship to the Board's activities; and a statement that the activities of the entity comply with Federal regulations and Florida Statutes, as applicable. The auditor may need to provide other disclosures and presentations (such as a consolidated financial statement) as appropriate after giving proper consideration of applicable accounting standards and other pronouncements regarding reporting of related entities.
  - viii. The auditor should state in the Report on Compliance and Internal Control over Compliance Applicable to Each Major Federal Awards Program that the audit was conducted in accordance with the special audit guidance provided by Commerce in this Agreement.
  - ix. The Board must limit the audit services to no more than five years and then must follow 2 CFR Part 200 and its own policies to competitively re-procure these services. The previous audit firm may be awarded the new contract for audit services through the competitive procurement process if the lead partner of the audit firm had not been engaged as the lead partner with the Board for any of the previous five years.
- f. Commerce will meet, in person or virtually, at least annually with the Board to review the Board's performance and compliance. The Board will strongly encourage the attendance of CLEOs at this meeting. Commerce will notify the Board and CLEO in writing of any findings, deficiencies, recommendations, or other areas of concern. The Board's failure to meet its negotiated level of performance or its failure to comply with state and federal laws, regulations, standards or the terms of agreements between the Board and Commerce may constitute grounds for corrective measures, sanctions and remedies, consistent with WIOA and any policies of Commerce or the State Board. Commerce may require corrective measures to be taken in accordance with applicable state policies. The Board's failure to comply with any reasonable and appropriate actions required by Commerce will constitute a material breach of this Agreement, may result in the suspension or termination of this Agreement, the reduction or withholding of funding provided under this Agreement, the modification of payment structures, or any other sanction or remedy available to Commerce by law and applicable state policy.

5. **THE BOARD'S ONE-STOP DELIVERY SYSTEM.** The Board shall operate at least one physical comprehensive career center with access to partner programs, services, and activities in accordance with 20 CFR 678.300(c), 678.305, and applicable state policy. Comprehensive one-stop career centers must be open to the general



public for walk-in service a minimum of eight hours per day during regular business days, Monday through Friday. In accordance with applicable state policy, LWDBs may establish additional service days and/or hours, or services by appointment, at other times to accommodate the schedules of individuals who work during business hours. Centers not open outside of regular business hours should have a plan for how services will be provided to individuals who cannot visit a center during regular business hours.

The Board shall designate a one-stop operator in accordance with 20 CFR 678.605-678.625, Section 445.009, F.S., and applicable state policies, including the following one-stop delivery system requirements:

- a. Each partner program in the Board's career centers will contribute to infrastructure costs at a rate negotiated and agreed upon by the Parties, or pursuant to a policy established by the Governor. The following infrastructure elements, set forth specifically in 20 CFR 678.755, must be incorporated into the period of time in which the infrastructure funding agreement is effective. This may be a different time-period than the duration of the MOU.
- b. Identification of an infrastructure and shared services budget that will be periodically reconciled against actual costs incurred and adjusted accordingly to ensure that it reflects a cost allocation methodology that demonstrates how infrastructure costs are charged to each partner in proportion to its use of the career center and relative benefit received, and that complies with 2 CFR part 200 (or any corresponding similar regulation or ruling).
- c. Identification of all career center partners, CLEO(s), and Board participating in the infrastructure funding arrangement.
- d. Steps the Board, CLEOs, and career center partners used to reach consensus or an assurance that the LWDA followed the guidance for the state funding process.
- e. Description of the process to be used among partners to resolve issues during the MOU duration period when consensus cannot be reached.
- f. Description of the periodic modification and review process to ensure equitable benefit among one-stop partners.
- g. The Board shall incorporate infrastructure funding provisions in each MOU with its one-stop partners. Remedies or dispute resolution for nonperformance must also be included.

The Board's one-stop delivery system and career centers must meet all applicable requirements as outlined in applicable state policy.

## **6. SERVICES DELIVERED BY COMMERCE STAFF WITHIN THE BOARD'S ONE-STOP DELIVERY SYSTEM.**

- a. Certain workforce development program services will be performed by Commerce staff assigned to work under the functional supervision and direction of the Board. These services include WP services, TAA services, JVSG program services, services to migrant and seasonal farmworkers provided under 20 CFR 653 and 658, and other workforce services as agreed upon by the Parties. The provision of these services will be consistent with applicable federal and state law, rules, regulations, policies, and guidance, and State Board policies. The Board will refer any question or conflict regarding management of Commerce staff to [Louise.Mondragon@commerce.fl.gov](mailto:Louise.Mondragon@commerce.fl.gov) for resolution.
- b. The Parties shall maintain a staffing structure chart describing the Board's administrative oversight; each career center site location; all Commerce, Board, and/or service provider staff placed at each site location; and the position classification and program assignment for each Commerce staff member working at the site location. The Board must provide a copy of the staffing structure in a comprehensive organizational chart to [FMA-RWB@commerce.fl.gov](mailto:FMA-RWB@commerce.fl.gov) and upload to SharePoint annually by July 1 or within 30 days upon changes to the organizational structure. All necessary changes to the staffing structure chart will be made by the Parties in a timely fashion.

- c. The Board will ensure that vacant Commerce positions are filled timely. Positions that remain vacant for greater than 180 days may be repurposed by Commerce for state use or reassigned to other LWDBs with or without notice. Additionally, the Board must ensure JVSG-funded positions are filled with a qualified veteran by submitting a completed hiring package to Commerce within 50 days of the position becoming vacant. If the Board is unable to meet this timeline, the Board must provide notification to the State Veterans Program Coordinator (SVPC) with written justification for any foreseen delay in filling the vacancy within 25 days of the position becoming vacant. Notifications may be sent to the SVPC via email at VETS@commerce.fl.gov.
- d. The Board will provide Commerce information and recommendations regarding the performance of Commerce staff assigned to the Board pursuant to a procedure developed and implemented by the Parties. The Board shall exercise due care with respect to its submission of information concerning the performance of Commerce staff. Commerce will consider the information provided by the Board, but the ultimate decision for any personnel action remains with Commerce.
- e. Commerce staff assigned to the Board are subject to all statutes and rules applicable to State Personnel System employees and all Commerce policies – including, but not limited to, Commerce’s travel, leave, and time distribution policies. Commerce staff assigned to the Board will be required to obtain their local manager’s approval prior to taking leave.
- f. The Board shall consult with Commerce with regard to any issues that may affect, or be in conflict with, the terms or conditions of the collective bargaining agreement for any Commerce staff holding positions covered by a collective bargaining agreement. Commerce will provide guidance to the Board upon request for the purpose of ensuring compliance with terms of any applicable collective bargaining agreement.
- g. Commerce retains ultimate decision-making authority with respect to wages, salary, benefits, hiring, firing, discipline, and promotion of Commerce staff.
- h. The Board will appoint a local personnel liaison for the purpose of coordinating personnel related activities for Commerce staff. The personnel liaison must be a Commerce staff member. The Board will provide the name and contact information of the designated personnel liaison to the Commerce Human Resource Office upon designation of this staff member and thereafter annually or upon changes in the designated staff member.
- i. The Board shall jointly plan with Commerce for the use of resources available to each partner to ensure a coordinated and efficient approach to the delivery of customer services. The Board will provide the services outlined in section 445.009, Florida Statutes. The Board will also provide basic and individualized career services pursuant to section 134(c)(2) of WIOA, access to training services pursuant to section 134(c)(3)(D) of WIOA, access to programs and activities carried out by the Board’s partners listed in 20 CFR 678.400 through 678.410, including the Employment Service program authorized under WP, as amended by WIOA Title III, services to employers as outlined in 20 CFR 680.140(b)(2), and workforce and labor market information. For clarification purposes, “basic career services” are referred to as “core services” in section 445.009(6)(a)2.(c), Florida Statutes, and “individualized career services” are referred to as “intensive services” in section 445.009(7), Florida Statutes.
- j. The Board will develop methods for referring individuals between its one-stop operator(s) and its partners for appropriate services and activities.

## **7. OPEN GOVERNMENT AND CONFIDENTIALITY.**

- a. The Board is subject to Chapters 119 and 286 of the Florida Statutes. The Board is responsible for responding to public records requests and subpoenas. The Board is responsible for ensuring that its staff and agents have a working knowledge of Chapter 119, Florida Statutes. The Board agrees to appoint a public records coordinator for the purpose of ensuring that all public records matters are handled appropriately.
- b. **IF THE BOARD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BOARD’S DUTY TO**

**PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COMMERCE'S CUSTODIAN OF PUBLIC RECORDS** by telephone at 850-245-7140, via e-mail at [PRRequest@commerce.fl.gov](mailto:PRRequest@commerce.fl.gov), or by mail at Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

- c. The Board will have access to varying types of confidential information as a result of its performance under this Agreement. The Board will protect the confidentiality of any information to which it has access in accordance with applicable law. The Board will obtain guidance from Commerce with respect to confidentiality matters. Commerce will facilitate the Board's requests for guidance from other state agencies.
- d. Staff of the Board, its agents, contractors, subcontractors and any other entity performing services on behalf of the Board granted access to workforce information systems, including systems containing confidential information, must complete Exhibit B to this Agreement, "Individual Non-Disclosure and Confidentiality Certification Form," prior to accessing said workforce information systems. A copy of each completed form must be retained by the Board and made available to Commerce upon request.
- e. Board requests for Commerce data must come from Board executive staff to Commerce. Commerce will not accept data requests from the Board's contractors. Commerce will only grant access to Commerce-owned systems to staff of the Board, its agents, contractors, subcontractors and entities performing services on behalf of the Board.
- f. Commerce may provide the Board access to RA information on an ongoing basis as a result of the Board's use of shared information systems and the provision of integrated services. Access to such information will typically be at no cost (any cost imposed by Commerce will be reflected in a separate agreement between the Parties). Certain RA information is made confidential by section 443.1715, Florida Statutes; and 20 CFR 603.9(b)(1) requires the Board to agree to the following terms as a condition of accessing this information. Commerce will immediately suspend or cease providing the Board access to RA information if Commerce determines the Board is not in compliance with section 443.1715, Florida Statutes, 20 CFR 603, and the conditions set forth below. Commerce may, in its sole discretion, provide access once Commerce is satisfied that the Board has cured the deficiency. The Board shall:
  - i. use the information it receives only for purposes authorized by law and consistent with this Agreement;
  - ii. store the information, whether physically or electronically, in such a manner that is secure from unauthorized access;
  - iii. ensure the information is only accessible by authorized individuals that have an actual need to access the information for a legitimate and lawful purpose;
  - iv. ensure that any entity to which the Board further discloses the information complies with these terms;
  - v. not store the information on any portable storage media device (e.g., laptops, external hard drives, thumb drives, iPads, tablets, or smartphones, etc.);
  - vi. to the extent practicable and considering the arrangement in place under this Agreement (shared information systems), destroy the information after the purpose for which it is disclosed is accomplished in accordance with 20 CFR 603.9(b)(1)(vi). However, the Board may not seek to delete information from Commerce's information systems;
  - vii. to the extent practicable, and considering the arrangement in place under this Agreement, maintain a system sufficient to allow Commerce to conduct an audit of transactions concerning the information;
  - viii. ensure all individuals obtaining access to the information are aware of the penalties established by section 443.1715, Florida Statutes, and acknowledges that all individuals have been so instructed through the execution of this Agreement; and
  - ix. allow Commerce or its representatives access to conduct onsite inspections to ensure the Board's compliance with section 443.1715, Florida Statutes.
- g. The Board will immediately notify Commerce of any breach of security, as defined by section 501.171, Florida Statutes, occurring in any operation under its control. If the breach of security concerns data belonging to Commerce, Commerce reserves the right to determine whether the provisions of section 501.171, Florida

Statutes, apply. Commerce will determine if notifications are necessary and, if so, the procedure for making, and the content included in, those notifications. The Board will provide the notifications if deemed necessary by Commerce and will not provide said notifications without prior approval from Commerce. Commerce will not unreasonably withhold approval to send notifications and will make all decisions regarding said notifications as quickly as possible and consistent with the timelines in section 501.171, Florida Statutes. The Board is responsible for all fees and costs incurred due to a breach of security occurring in an operation, program, or physical setting under the Board's control, including, but not limited to, the cost of sending breach notifications.

## **8. BACKGROUND SCREENINGS.**

### **a. Level 1 Screenings.**

- i. The Board will require and obtain a Level 1 background screening as a condition of employment or contract award for all Board, career center staff, contractors, and subcontractors. Additionally, the Board will require and obtain a Level 1 background screening for all individuals performing financial management activities. The Level 1 background screening must be conducted prior to employment or, for contract awards, prior to contractor's employees beginning work. The Level 1 background screening must be conducted at least every five years of consecutive employment, and upon re-employment in all circumstances (including assignment to a new or different contract for Board contractors). The Board will develop a policy for implementing background screenings.
- ii. The Level 1 background screenings are further explained in section 435.03, Florida Statutes. The Board will contract with an FDLE-approved provider to perform the Level 1 background screenings. The Board is responsible for all costs associated with obtaining the Level 1 background screening described in this section.
- iii. The Board will maintain its background screening material in a locked file cabinet or other secure location and store the material separately from any official employee personnel file. The Board will protect the confidentiality of the screening materials as required by law or contract.
- iv. The Board is responsible for maintaining a current list of all individuals for whom it has obtained a Level 1 background screening. The list must include, but need not be limited to, the name of the individual, the last four digits of the individual's social security number, the date the screening was completed, the date the results of the screening were reviewed, and the individual responsible for reviewing and approving the employment or access granted to the individual that was the subject of the screening.

## **9. LOCAL PLAN AND ASSURANCES.**

- a. The Board must submit and receive approval of local plans which outline the Board's delivery and administration of all workforce services delivered within its LWDA. The plan must identify and describe the policies, procedures, and local activities that are carried out in the LWDA consistent with the state plan and must contain all content required by Commerce. Further, the plan must describe the Board's methods for ensuring the needs of workers and youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in the provision of necessary and appropriate access to services, including access to technology and materials, made available through the one-stop delivery system. The Board will continue to develop and update its local plan in accordance with applicable provisions of law and as directed by Commerce or the State Board.
- b. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: <https://www.e-verify.gov/>.
- c. In accordance with section 448.095, Florida Statutes, the State of Florida expressly requires the following:
  - i. Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
    - (2) An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 CFR. 274a. Beginning July 1,

2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.

If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

## 10. PROCUREMENT.

- a. If the Board enters into a contract in the amount of \$1,000,000 or more, in accordance with the requirements of section 287.135, Florida Statutes, the Board will obtain a certification that the contractor is not listed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, engaged in business operations in Cuba or Syria, or meets the conditions for exemption as provided in section 287.135(4), Florida Statutes. These lists are created pursuant to sections 215.4725 and 215.473, Florida Statutes. The Board certifies that it is in compliance with this provision. Upon request, Commerce will provide a form the Board may utilize in connection with any procurement for the purpose of ensuring compliance with this paragraph. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition described in this paragraph, this paragraph will be null and void.
- b. If the Board is affiliated with a local government entity, it will ensure compliance with section 287.133(2)(a), Florida Statutes. Any person or affiliate, as defined by that section of the Florida Statutes, placed on the convicted vendor list following a conviction for a public entity crime may not submit a response to any solicitation for the provision of goods or services to the Board. The Board will not accept any solicitation response from such an entity and will not award a contract in excess of \$35,000 for a period of 36 months from the date an entity is placed on the convicted vendor list. Upon request, Commerce will provide an attestation form the Board may utilize in connection with any procurement for the purposes of ensuring compliance with this paragraph. The Board must include a clause in all procurement solicitations and contracts that the respondent or contractor is not on the state's convicted vendor list.
- c. The Board will not accept responses to procurement solicitations from, or award a contract to, any entity that appears on the discriminatory vendor list described in section 287.134, Florida Statutes. Commerce recommends the Board include a clause in all procurement solicitations and contracts that the respondent or contractor is not on the state's discriminatory vendor list.
- d. Commerce encourages the Board to seek goods and services through the Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE), and from RESPECT of Florida (products and services produced by individuals with disabilities).
- e. The Board will obtain prior written approval from Commerce prior to purchasing any information technology resource or conducting any activity that will, in any way, access Commerce data and Commerce-owned systems. To ensure statewide efficiency of funding, prior approval from Commerce must also be obtained prior to requesting any changes or enhancements to Employ Florida.
- f. The Board shall comply with the procurement standards in 2 CFR 200.318 - 200.326 when procuring property and services under this Agreement. The Board shall impose its obligations under this Agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors. The Board shall maintain oversight of all activities under this Agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this Agreement.
- g. Funds expended for events must be compliant with 2 CFR 200.421, and Commerce's Guidance on Use of Funds for the Purchase of Outreach/Informational Items (FG-OGM-84). Documentation must be retained to support the cost of the funds expended and must demonstrate that the costs are reasonable and necessary to connect individuals to employment and training services.
- h. The Board must use tools and services negotiated and acquired at the state level where the Board has an identified need for the specific purpose the tools and services have been acquired to fulfill. As such, in accordance with the

applicable state policy, the Board is prohibited from using funds subgranted by Commerce for the purchase of tools and services that are duplicative of state-procured resources without an approved waiver request.

## 11. COMPENSATION AND TRAVEL.

- a. Funds provided by Commerce may not be used to fund the salary, bonus, or incentive of any employee in excess of Federal Executive Level II, regardless of the funding source.
- b. No changes to compensation for executive staff of the Board are allowed without documented approval of the Board of Directors and must be in alignment with local policies and procedures. The Board shall ensure that all bonuses, pay raises, and benefits are reasonable and necessary for the successful performance of the award and are a prudent use of federal funds.
- c. The Board shall comply with section 445.007(10), Florida Statutes, and the following per diem and travel expense provisions, consistent with section 112.061, Florida Statutes:
  - i. Board members may receive reimbursement for per diem and travel expenses pursuant to section 112.061, Florida Statutes.
  - ii. Lodging expenses for an employee of the Board may not exceed the daily limit for that of employees of the State of Florida, excluding taxes and fees, unless the Board is participating in a negotiated group rate discount or the Board obtains and maintains documentation of at least three comparable alternatives demonstrating that such lodging at the required rate is not available. However, an employee of the Board may expend his or her own funds for any lodging expenses over the limit for employees of the State of Florida.
  - iii. The Board shall ensure that travel and expense reimbursements made to vendors and subrecipients are in accordance with the Board's travel and expense policy. The Board's travel and expense policy must ensure that vendor reimbursements are made at the lowest possible cost necessary to ensure a reasonable level of service, comfort, and security.

## 12. BOARD GOVERNANCE, RESPONSIBILITIES, AND TRANSPARENCY.

- a. The Board shall ensure that the local area designation complies with the requirements outlined in WIOA and applicable state policy.
- b. The following information must be posted on the Board's website in a manner easily accessed by the public:
  - i. **Local Plans** – Information about the local plan, or modification of the local plan, before submission.
  - ii. **LWDB members** – A list of current Board members and their affiliation (company or entity that the Board member is employed by or owns), and their terms of service.
  - iii. **CLEO(s)** – Information regarding the designated CLEO for each unit of local government that comprises the LWDA. In the event of a multi-county consortium, the current chairperson of the consortium must also be identified.
  - iv. **Selection of One-Stop Operators** – Information about the activities of the Board to select a one-stop operator, including Request for Proposals, question and answers, and executed contracts.
  - v. **Notice of all Board meetings** – Notification of all Board meetings, including committee meetings, at least seven days before the meeting is to occur. Notice of special or emergency meetings must be posted at least 72 hours before the meeting is to occur. All meetings must be made available to the public remotely or virtually via resources such as Zoom, Microsoft Teams or other appropriate resource, and notices must include information on how the public can access the meetings.
  - vi. **Minutes of meetings of the Board** – Meeting minutes must be made available publicly on the Board's website within 15 days of approval by the Board. The two most recent years of Board meeting minutes must be posted.
  - vii. **Board Bylaws** – The most current version of the Board's bylaws must always be publicly available on the Board's website. Changes to the bylaws must be posted within 15 days of approval.

- viii. **Interlocal Agreement** – Changes to the interlocal agreement must be posted within 15 days of a new or amended agreement being executed by all parties.
  - ix. **Budget** – The Board must publish the Board’s budget on its website within 10 days after approval by Commerce. The budget must remain published on the website for the duration of the fiscal year for which it accounts for the expenditure of funds.
  - x. **Compensation disclosures** – The Total Compensation for Executive Leadership and Other Specific Employees (Exhibit E) form must be posted on the Board’s website upon it being submitted to Commerce within 30 days after the end of each Board’s fiscal year and remain posted for three years after it is first published. The disclosures must be accompanied by a written declaration provided by the chief financial officer or their designee that they have read the compensation disclosure documents and the facts stated in it are true.
  - xi. **Employee position and salary information** – Current employee positions and specific salary information for each position (including performance bonuses).
  - xii. **LWDB’s IRS Form 990** – Annually, the Board must publish its most recent IRS form 990 within 60 calendar days after it is filed with the IRS and the form must remain posted for three years after it is filed. Tax returns for the three most recent years must be posted.
  - xiii. **Statements of Financial Interest** – The Board’s website must inform the public that disclosures or statements of financial interest (consistent with requirements in section 112.3144, F.S. or section 112.3145, F.S., whichever is appropriate) for each Board member and executive director or designated person responsible for the operational and administrative functions of the Board, have been filed with the Commission on Ethics and provide information on how each disclosure or statement may be reviewed. The notice to the public must remain on the website throughout the term of office or employment of the filer and until one year after the term on the Board or employment ends.
  - xiv. **Single Audit** – Must be posted for the two most recent years.
  - xv. Awards of grants or contracts to eligible training providers of workforce investment activities including providers of youth workforce investment activities.
  - xvi. **Related Party Contracts** – All contracts between the Board and a member of the Board, relative of a Board member, an organization or individual represented on the Board, or an employee of the Board approved on or after July 1, 2021, must be published on the Board’s website within 10 days after approval by the Board or Commerce, whichever is later. Such contracts must remain on the website for at least one year after termination of the contract. Such contracts will be identified as related party contracts.
  - xvii. **Contracts in excess of \$35,000** – An executed copy of the plain language version of any contract that is estimated to exceed \$35,000 with a private entity, municipality, city, town, or vendor of services, supplies, or programs, including marketing, or for the purchase or lease or use of lands, facilities, or properties for the five most recent years.
  - xviii. All active agreements with another board that delegate partial or complete responsibility for any duties the Board is expected, required, or mandated to perform under this Agreement or WIOA, even if the cost is not expected to exceed \$35,000.
  - xix. **Hours of Operation** – Annually before July 1 of each state fiscal year, the Board shall adopt a schedule of operations for the upcoming state fiscal year and post it on the Board’s website in a conspicuous location.
- c. The Board shall comply with the requirements of 2 CFR 25 Universal Identifier and System for Award Management (SAM). The Subrecipient must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Unique Entity Identifier assigned by Sam.gov. The Subrecipient must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation and 2 CFR 170 Reporting Subaward and Executive Compensation Information.
  - d. In compliance with sections 39.201 and 415.1034, Florida Statutes, if the Board, its agents, employees, contractors, subcontractors or any other entity performing the services on behalf of the Board, knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited, the Board agrees to immediately report such knowledge or suspicion to the Florida Abuse Hotline by



calling 1-800-96ABUSE, or via the web reporting option at <http://www.dcf.state.fl.us/abuse/report>, or via fax at 1-800-914-0004.

- e. Consistent with 2 CFR 200.113, the Board must, within one business day of discovery, disclose any violation of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Additionally, the Board shall disclose any other on-going civil or criminal litigation, investigation, arbitration, or administrative proceeding upon execution of this Agreement. For purposes of this paragraph, “discovery” means when the Board has knowledge of or should reasonably know that there has been a violation of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.
- f. For all funds provided by Commerce, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, the Subrecipient shall clearly state (i) the percentage of the total costs of the program or project which will be financed with federal money; (ii) the dollar amount of federal funds for the project or program; and (iii) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources. Consolidated Appropriations Act of 2018, Pub. L. No. 115-141, 132 Stat. 348, div. H, Title V, Sec. 505 (Mar. 23, 2018).
- g. In compliance with section 286.25, Florida Statutes, the Board will ensure any nongovernmental organization which sponsors a program financed, in whole or in part, with funds provided under this Agreement will, in publicizing, advertising, or describing the sponsorship of the program, state: “Sponsored by (entities name) and the State of Florida, Department of Commerce.” If the sponsorship reference is in written form, the words “State of Florida, Department of Commerce” will appear in the same font size as the name of the entity. As required by 20 CFR. 678.900, each one-stop delivery system must include the “American Job Center” identifier or “a proud partner of the American Job Center network” on all primary electronic resources used by the one-stop delivery system, and on any newly printed, purchased, or created materials and must include the “American Job Center” identifier or “a proud partner of the American Job Center network” on all products, programs, activities, services, electronic resources, facilities, and related property and new materials used in the one-stop delivery system.

### 13. ETHICS.

- a. The Board shall adopt an employee Ethics Code modeled after the provisions of Chapter 112, Florida Statutes, and shall name a Chief Ethics Officer. The Officer shall be responsible for the periodic training of Board staff and for maintaining the Ethics Code and for, which addresses:
  - i. The acceptance of gifts;
  - ii. Self-dealing;
  - iii. A prohibition on unauthorized compensation;
  - iv. Conflicting employment or contractual relationships;
  - v. Appropriate disclosure and use of information; and
  - vi. Nepotism.
- b. The Board will adopt and abide by a conflict of interest policy that ensures compliance with state and federal law and applicable state policies. The Board will make reasonable modifications to the policy if requested by Commerce. The Board must ensure that adequate firewalls are in place to prevent actual or perceived conflicts of interest, poor internal controls, or the appearance of impropriety.
- c. The Board must ensure that grievance procedures and Equal Opportunity representation, consistent with 20 CFR 683.285, are available and made known to staff, participants, and other interested parties in the local workforce development system. The Board must also adopt a whistle blower policy that facilitates the reporting of violations of policy or law without fear of retaliation.
- d. The Board will comply with sections 11.062 and 216.347, Florida Statutes. The Board will not, in connection with this or any other agreement with the state, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any state officer or employee’s decision, opinion, recommendation, vote,



or other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any state officer or employee. For purposes of this paragraph, “gratuity” means any payment of more than a nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Commerce encourages the Board to contact the Florida Commission on Ethics for any questions regarding its compliance with this paragraph.

- e. **Prohibition on Lobbying.** The Subrecipient shall not, directly or indirectly, expend either state or federal funds either (i) for the purpose of lobbying any branch, unit, or instrumentality of the state or federal governments, or (ii) for any otherwise allowable purpose which could result in unauthorized lobbying.

#### **14. LOCAL BOARD COMPOSITION, BOARD MEMBER SELECTION AND TRAINING.**

- a. The Board must ensure that the local workforce development board composition is compliant with all federal and state laws, policies, procedures, and rules.
- b. The Board, in consultation with the CLEO(s), must develop and implement clear processes and procedures for recruiting, vetting, and nominating Board members and documenting their qualifications in alignment with the requirements of WIOA, and compliant with all federal and state laws, policies, procedures, and rules.
- c. The Board shall prohibit any Board staff from serving as members of a committee or subcommittee of the Board.
- d. The Board shall ensure Board members complete mandatory Board member orientation and annual training. The Board shall also strongly encourage CLEOs to attend new Board member orientation and annual training, and Board meetings. The Board shall retain and provide to Commerce upon request the dates of training and sign-in sheets (or other evidence of attendance) of training participants. Failure of Board members to complete mandatory orientation and annual training may result in removal from the Board along with all other remedies available to Commerce.

#### **15. RELATED PARTIES.** The purpose of this section is to help Commerce ensure transparency and accountability, to prevent impropriety or the appearance of impropriety in public business, and to limit the possibility of the improper expenditure of state or federal funds.

- a. **Related Parties.** For purposes of this Agreement, “Related Party” includes any: Board member; Board employee or staff; relative of any Board member or employee or staff; any organization represented by or employing a Board member or employee or staff; any organization, the board of directors of which a Board member or employee or staff holds a board position; or any vendor with which a Board member has a relationship.
- b. **Related Party Contract.** For purposes of this Agreement, “Related Party Contract” means any relationship, transaction, or expenditure, contractual in nature, which results in or could result in an expenditure of state or federal funds by the Board with a Related Party. The term “Related Party Contract” does not include retail purchases made in the ordinary course of business or payments for utility services.
- c. **Related Parties Compliance.** The Board shall comply with section 445.007(11), Florida Statutes. The Board and its employees must annually disclose to Commerce’s financial monitors any conflicts of interest that may arise during the upcoming year or that did arise in the current year and was not previously disclosed.
  - i. Prior to entering into any Related Party Contract with any Related Party, the proposed Related Party Contract must be brought before the Board for consideration and approval. The Board shall ensure that the Board member with the conflict abstains from any vote regarding the Related Party Contract.
  - ii. If the disclosure was not made prior to the meeting because the conflict was unknown prior to the meeting, the Board shall ensure that disclosure is made at the next possible meeting after knowledge of the conflict becomes available.
- d. **Completion of Forms.** For each Related Party Contract, the Board must ensure that the forms attached hereto as

Exhibits C and D are completed, dated, executed, and certified prior to execution of the contract or incurring of expenditures for the current fiscal year. For conflicts unknown at the time of entering into the Related Party Contract, the Board shall ensure that completed forms of Exhibits C and D are filed within 15 days after the disclosure with the person responsible for recording the minutes of the meeting. The disclosure shall be incorporated into the minutes of the meeting at which the oral disclosure was made.

- e. Required Documents for all Related Party Contracts. The following documentation is required to be submitted for each Related Party Contract:
  - i. A certified Board membership roster listing all members on the Board at the time of the vote on the approval of the contract, with a vote tally indicating attendance or absence at the meeting(s), including subcommittee meetings, and for those in attendance, the affirmative and negative votes and abstentions for each member.
  - ii. Consistent with the procedures outlined in section 112.3143, Florida Statutes, the dated and executed Form 8B, Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers that was submitted at or before the Board meeting(s) in which a vote related to the contract took place, for Board member/employee who has any relationship with the contracting vendor.
  - iii. A draft copy of the Related Party Contract and amendments, as applicable.
  - iv. Documentation supporting the method of procurement of the Related Party Contract, for contracts that require competitive selection/procurement process.
  - v. A copy of the Board meeting and committee meeting minutes that document the discussion and approval of the Related Party Contract (including the name of the contractor and the value of the contract). The minutes must clearly reflect the verbal disclosure of the conflict during the meeting.
- f. Related Party Contracts \$10,000 or Greater. Prior to execution of any contract equal to or greater than \$10,000, the Board must approve and electronically submit the documentation set forth below, along with completed copies of the forms attached hereto as Exhibits C and D, to [WorkforceContract.Review@commerce.fl.gov](mailto:WorkforceContract.Review@commerce.fl.gov). Commerce may disapprove, in its sole discretion, any contract for the Board's failure to submit any required document or form as required by this section.
- g. Related Party Contracts Less Than \$10,000. Within 30 days after execution of any contract less than \$10,000, the Board must approve and electronically submit the documentation set forth above. For those in attendance, the affirmative and negative votes and abstentions for each member, along with completed copies of the forms attached hereto as Exhibits C and D, to [WorkforceContract.Review@commerce.fl.gov](mailto:WorkforceContract.Review@commerce.fl.gov).

## 16. ADDITIONAL PROVISIONS.

- a. This Agreement will be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each Party will perform its obligations herein in accordance with the terms and conditions of the Agreement. The exclusive venue of any legal or equitable action that arises out of or relates to this Agreement will be either the Division of Administrative Hearings or the appropriate state court in Leon County, Florida. In any such action, the Parties waive any right to jury trial.
- b. Should any term of this Agreement conflict with any applicable law, rule, or regulation, the law, rule, or regulation will control over the provisions of this Agreement.
- c. The Board is fully liable for its actions, and the actions of the Board's officers, agents, contractors and employees. The Board will indemnify, defend, and hold harmless the state, the State Board, and Commerce, and their respective officers, agents, and employees from any suit, action, damage, judgment, and costs of every name and description, including attorney's fees, arising from or relating to any action of the Board.
- d. The Board must notify Commerce within 24 hours of the termination or separation of an employee that has access to Commerce managed information systems to ensure the appropriate system access(es) is terminated. Information regarding the terminated or separated employee must be sent to: [bosunit@commerce.fl.gov](mailto:bosunit@commerce.fl.gov).
- e. If any provision of this Agreement, whether in whole or in part, is held to be void or unenforceable by a Court

of competent jurisdiction, that provision will be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions will remain in full force and effect.

- f. This Agreement may be executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument.
- g. Any amendment or modification to the terms of this Agreement must be in written form signed by both Parties.
- h. Annually before July 1 of each state fiscal year, the Board shall adopt a schedule of operations for the upcoming state fiscal year. Such schedule of operations shall include, but is not limited to, daily hours of operation of one-stop operators, and a holiday closure schedule which adopts either the federal, state, or appropriate county holiday schedule. If the Board has a career center that is affiliated with a college or university, the college or university schedule may be adopted for those centers. The proposed schedule must be approved by the Board and posted on the Board's website in a conspicuous, easily accessible manner. The Board must give prior approval to any deviations from the schedule, except in emergency or reasonably unforeseeable circumstances (e.g., an order of the President or Governor, total loss of facilities from a catastrophic natural or man-made disaster, etc.). If emergency circumstances exist which result or could foreseeably result in a temporary closure or shutdown, the Board shall ensure that Commerce is informed of such temporary closure/shutdown or potential temporary closure/shutdown as soon as reasonably possible to [LWDB.InfoUpdate@commerce.fl.gov](mailto:LWDB.InfoUpdate@commerce.fl.gov).
- i. The Board shall submit annually the disclosure of the Total Compensation for Executive Leadership and Other Specified Employees (Exhibit E), detailing the total compensation for the Grantee's executive leadership team(s). Total compensation shall include salary, bonuses, cash-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real property gifts and any other payout. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations. The annual disclosure is due within 30 days after the end of the Board's fiscal year. The schedule is due July 30 for Boards with a June 30 year end and by October 30 for Boards with a September 30 year end. Information must be completed in SERA and submitted electronically to FMA at [FMA-RWB@commerce.fl.gov](mailto:FMA-RWB@commerce.fl.gov). The Board shall submit annually, IRS Form 990, Return of Organization Exempt from Income Tax, following submittal to the IRS electronically to FMA-RWB@commerce.fl.gov and post same to the Board's website within 60 days of said submission. The Board must inform Commerce of any changes in total executive compensation between annual reports within 60 calendar days of the change at [FMA-RWB@commerce.fl.gov](mailto:FMA-RWB@commerce.fl.gov).

**17. SERVICES TO INDIVIDUALS WITH DISABILITIES.** The Board shall designate at least one staff member for the LWDA to promote and develop employment opportunities for individuals with disabilities to ensure that job counseling and placement efforts are made for such individuals.

**18. SERVICES TO INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY.** The Board shall establish a policy and procedure for providing free language services to customers who have a limited ability to read and/or speak the English language.

**19. RESPONSE TO CUSTOMER SERVICE COMPLAINTS.** Commerce will forward any customer concerns or complaints about the Board received directly or forwarded from the Governor's or legislative offices, to the Board staff for review. Board staff will investigate the complaint in a timely manner, take appropriate action, and report the action in writing to Commerce so that the complaint can be closed.

## **20. LIAISONS.**

- a. The Parties acknowledge they have a close working relationship and that neither Party desires an overly bureaucratic or formal communication structure. To that effect, the Parties may communicate with each other through any appropriate liaison, as context may dictate.
- b. Commerce's formal liaison for purposes of this Agreement is Junior Tait. Mr. Tait can be reached at [Junior.Tait@commerce.fl.gov](mailto:Junior.Tait@commerce.fl.gov) or (850) 245-7356. All communication for which the Parties' course of dealing does reveal a more appropriate liaison will be directed to Mr. Tait, or other designee.

- c. The Board's formal liaison for purposes of this Agreement is Peg Elmore. Ms. Elmore can be reached at pelmore@careersourcesouthwestflorida.com, or (239) 931-8200, ext. 1801. All communication for which the Parties' course of dealing does reveal a more appropriate liaison will be directed to Peg Elmore, or other designee.
- d. If different liaisons are designated by either Party after the execution of this Agreement, notice of the name, telephone number, and email address of the new liaison shall be provided in writing to the other Party and said notification shall be attached to this Agreement.

**21. REQUIRED LOCAL POSITIONS.** Appointed individuals may serve in more than one capacity or perform other job duties and functions, as appropriate, to the extent that no conflict of interest arises or may arise. The Board shall appoint:

- a. A Regional Security Officer.
- b. A custodian for purchased property and equipment.
- c. A personnel liaison (must be a Commerce merit staff member).
- d. A public records coordinator.
- e. A staff member to promote and develop employment opportunities for individuals with disabilities.
- f. An Equal Opportunity Officer, consistent with 29 CFR part 38.
- g. An Ethics Officer

**22. CONSTRUCTION; INTERPRETATION.** The title of and the section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "this Agreement" means this Agreement together with all Exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder," and other words of similar import refer to this Agreement as a whole, including any Exhibits, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. The use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to "\$" shall mean United States dollars. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. Time is of the essence with respect to the performance of all obligations under this Agreement. The Parties have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

**23. PRESERVATION OF REMEDIES; SEVERABILITY; RIGHT TO SET-OFF.** No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement will impair any such right, power, or remedy of either Party nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default. If any term or provision of this Agreement is found to be illegal, invalid, or unenforceable, such term or provision will be deemed stricken, and the remainder of this Agreement will remain in full force and effect. Commerce and the State shall have all of its common law, equitable and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to the Board under this Agreement up to any amounts due and owing to Commerce with respect to this Agreement, any other contract with any state department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal state practices including, in cases of set-off pursuant to an audit, the finalization

of such audit by the state or its representatives.

**24. ENTIRE AGREEMENT; AMENDMENT; WAIVER.** This Agreement embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement, and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the Board and the authorized agent of Commerce. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

*- Remainder of Page Intentionally Left Blank*

**IN WITNESS WHEREOF**, by signature below, the Parties acknowledge they have read this Agreement and the attachments hereto, understand each section and paragraph, agreed to abide by the terms of this Agreement, and intend that this Agreement become effective as described above.

**DEPARTMENT OF COMMERCE**

**SOUTHWEST FLORIDA WORKFORCE  
DEVELOPMENT BOARD, INC., D/B/A  
CAREERSOURCE SOUTHWEST FLORIDA**

By: J. Alex Kelly  
*Signature*

Printed Name: J. Alex Kelly

Title: Secretary  
9/6/2024

Date: \_\_\_\_\_

By: Michael Biskie  
*Signature*

Printed Name: Michael Biskie

Title: Chair  
9/6/2024

Date: \_\_\_\_\_

Acknowledged by the Chief Local Elected Official: I acknowledge that I have designated the Board as the local grant subrecipient pursuant to WIOA section 107(d)(12)(B)(i)(II), and that such designation shall not relieve me of the liability for any misuse of grant funds.

By: Holly Merrill Raschein  
*Signature*

Printed Name: Holly Merrill Raschein

Title: Mayor  
8/29/2024

Date: \_\_\_\_\_

## EXHIBIT A AUDIT REQUIREMENTS

The administration of resources awarded by the Florida Department of Commerce (“Commerce”) to the recipient may be subject to audits and/or monitoring by Commerce as described in the Agreement and as described further in this Exhibit. No provision of the Agreement is intended to limit the terms of this Exhibit, and no provision in this Exhibit is intended to limit the terms of the Agreement. The term “contract,” as used throughout this Exhibit, means the Agreement, and any individual subaward granted to the recipient through a Notice of Fund Availability (NFA).

**MONITORING.** In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Commerce staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by Commerce. In the event Commerce determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Commerce staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

### AUDITS.

**PART I: FEDERALLY FUNDED.** This part is applicable if the subrecipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.1.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. Attachment 1 to this form lists the federal resources awarded through Commerce by this agreement. In determining the federal awards expended in its fiscal year, the subrecipient shall consider all sources of federal awards, including federal resources received from Commerce. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the subrecipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the subrecipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the subrecipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

**PART II: STATE FUNDED.** This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Attachment 1 to this form lists the state financial assistance awarded through Commerce by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from Commerce, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as

defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

### **PART III: OTHER AUDIT REQUIREMENTS. AUDITOR WORK PAPERS ON INTERNAL CONTROLS**

The Board will obtain the internal control work papers from the auditor(s) performing its annual independent financial statement audit. The Board will keep these work papers onsite as part of their financial records and will make these records available for review by Commerce upon request. The Board further agrees that, upon request, Commerce will also be provided other audit work papers as needed.

### **PART IV: REPORT SUBMISSION.**

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient directly to each of the following:

- a. Commerce at each of the following addresses:

Electronic copies (preferred):  
[Audit@commerce.fl.gov](mailto:Audit@commerce.fl.gov)

or

Paper (hard copy):  
 Commerce  
 MSC #75, Caldwell Building 107 East Madison  
 Street Tallahassee, FL 32399-4126

- b. The Auditor General's Office at the following address: Auditor General

Local Government Audits/342 Claude Pepper Building, Room 401 111 West Madison Street  
 Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the recipient directly to:

Electronic copies (preferred):  
[Audit@commerce.fl.gov](mailto:Audit@commerce.fl.gov)

or

Paper (hard copy):  
 Commerce  
 MSC #75, Caldwell Building 107 East Madison  
 Street Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted Commerce pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to Commerce for audits done in accordance with 2



CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

**PART V: RECORD RETENTION.** The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow Commerce, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to Commerce, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by Commerce. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

*- Remainder of Page Intentionally Left Blank -*

Attachment 1 to EXHIBIT A

**FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT  
CONSIST OF THE FOLLOWING:**

1. *The specific award information required to be set forth herein will be contained in one or more NFAs issued by Commerce pursuant to the terms of the Agreement, which are incorporated herein by reference.*

**COMPLIANCE REQUIREMENTS APPLICABLE TO FEDERAL RESOURCES AWARDED  
PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:**

1. *All requirements of this Agreement*

**STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST  
OF THE FOLLOWING:**

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

1. *The specific award information required to be set forth herein will be contained in one or more NFAs issued by Commerce pursuant to the terms of the Agreement, which are incorporated herein by reference.*

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT  
TO THIS AGREEMENT ARE AS FOLLOWS:**

1. *All requirements of this Agreement.*

## EXHIBIT B

### Individual Non-Disclosure and Confidentiality Certification Form

I understand that I will be exposed to certain confidential information for the limited purpose of performing my job. I understand that confidential records may include names (or other personally identifiable information), social security numbers, wage information, reemployment assistance information, employment information, and public assistance information. I understand that this information is confidential and may not be disclosed to others. Prior to receiving access to such information, and any information systems containing such information, I acknowledge and agree to abide by the following standards:

1. I will comply with all security requirements imposed as a condition of use for any system(s) to which I may be granted access.
2. I will use access to the system(s) only for purposes authorized by law within the course and scope of my employment to secure information to conduct program business.
3. I will not disclose my user identification, password, or other information needed to access the system(s) to any party nor shall I give any other individual access to secured information contained within the system(s).
4. If I become aware that any unauthorized individual has or may have obtained access to my user identification, password, or other information needed to access system(s) to which I have been granted access, I will immediately notify the Board's Regional Security Officer.
5. I will store any physical documents containing confidential information in a place that is secure from access by unauthorized persons.
6. I will store and process information maintained in electronic format, such as magnetic tapes, discs, or external drives in such a way that unauthorized persons cannot obtain the information by any means.
7. I will undertake precautions to ensure that only authorized personnel are given access to disclosed information stored in computer system(s).
8. I will not share with anyone any other information regarding access to the system(s) unless I am specifically authorized to do so by the Florida Department of Commerce ("Commerce").
9. I will not access or request access to any social security numbers, personal information, wage information, employer information, reemployment assistance information, or employment data unless such access is necessary for the performance of my legitimate business duties.
10. I will not disclose any individual data to any parties who are not authorized to receive such data except in the form of reports containing only aggregate statistical information compiled in such a manner that it cannot be used to identify the individual(s) or employers involved.
11. I will not access or divulge information about any personal associates, including relatives, friends, significant others, co-workers, or anyone with whom I reside. I will not provide services to these individuals and will, instead, refer such individuals to other qualified service providers.
12. I will retain the confidential data only for that period of time necessary to perform my public duties. Thereafter, I will either arrange for the retention of such information consistent with federal or state record retention requirements or destroy such data, and any copies made, after the purpose for which the information is disclosed is served. I will do this in such a way so as to prevent the information from being reconstructed,

copied, or used by any means. However, I will not destroy or delete information from information system(s) when such destruction or deletion is outside the scope of my authority.

13. I understand that it is misdemeanor of the second degree to disclose confidential reemployment assistance information to unauthorized persons. I further understand that Commerce has process and procedures in place to detect unauthorized access to such information. I understand that it is the practice of the Commerce to prosecute violations of to the fullest extent of the law.

14. I certify and affirm that I have either (1) received training on the confidential nature of the data to which I am being granted access to, the safeguards required for access privileges, and the penalties involved for any violations; or (2) have received written standards and instructions in the handling of confidential data from my employer or Commerce. I will comply with all confidentiality safeguards contained in such training, written standards, or instructions, including but not limited to, the following: a) protecting the confidentiality of my user identification and password; b) securing computer equipment, disks, and offices in which confidential data may be kept; and c) following procedures for the timely destruction or deletion of confidential data.

15. I understand that if I violate any of the confidentiality provisions set forth in the written standards, training, and/or instructions I have received, my user privileges may be immediately suspended or terminated. I also understand that applicable state and/or federal law may provide that any individual who discloses confidential information in violation of any provision of that section may be subject to criminal prosecution and if found guilty could be fined, be subject to imprisonment and dismissal from employment. I have been instructed that if I should violate the provisions of the law, I may receive one or more of these penalties.

Should I have any questions concerning the handling or disclosure of confidential information, I shall immediately ask my supervisor, regional security officer, or One-Stop Operator for guidance and comply with their instructions.

Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Employee Name: \_\_\_\_\_

Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Work Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

# **EXHIBIT C** **CONTRACT INFORMATION FORM**

This form is to disclose a conflict or potential conflict and to seek approval of a contract involving a conflict or potential conflict of interest of board members or employees. All requested information is required. Failure to provide complete information may result in disapproval of the contract.

I, \_\_\_\_\_, hereby certify the following information regarding a contract that was approved by a two-thirds (2/3) vote of a quorum of CareerSource \_\_\_\_\_ and will be executed and implemented immediately after receiving the State's approval in compliance with section 445.007(11), Florida Statutes.

Identification of all parties to the contract: \_\_\_\_\_

Contractor Name & Address: \_\_\_\_\_

Contractor Contact Phone Number: \_\_\_\_\_

Contract Number or Other Identifying Information, if any: \_\_\_\_\_

Contract Term: \_\_\_\_\_

Value of the Contract with no extensions or renewals exercised: \_\_\_\_\_

Value of the Contract with all extensions and renewals exercised: \_\_\_\_\_

Description of goods and/or services to be provided under the Contract: \_\_\_\_\_

Method of procurement for the contracted goods and/or services, if applicable:

\_\_\_\_\_  
Name of board member or employee whose conflict of interest required the board's approval of the contract by two-thirds (2/3) vote: \_\_\_\_\_

The nature of the conflicting interest in the contract: \_\_\_\_\_

The board member or employee with the conflict of interest \_\_\_\_\_ did \_\_\_\_\_ did not (check one) attend the meeting(s), including subcommittee meetings, at which the board discussed or voted to approve the contract.

**If the board member or employee with the conflict of interest attended the meeting(s), including subcommittee meetings, at which the board discussed or voted on the contract, the board member or employee abstained from voting.**

I further attest that the following is being provided with this form:

- a. A certified board membership roster listing all members on the board at the time of the vote on the approval of the contract with a vote tally indicating attendance or absence at the meeting(s), including subcommittee meetings, and for those in attendance, the affirmative and negative votes and abstentions for each member.
- b. Consistent with the procedures outlined in section 112.3143, Florida Statutes, the dated and executed conflict of interest form that was submitted at or before the board meeting(s) in which a vote related to the contract took place, for board member/employee who has any relationship with the contracting vendor.
- c. A draft copy of the related party contract and amendments, as applicable.
- d. Documentation supporting the method of procurement of the related party contract, for contracts that require competitive selection / procurement process.
- e. A copy of the board meeting and committee meeting minutes that document the discussion and approval of the related party contract (including the name of the contractor and the value of the contract). The minutes must clearly reflect the verbal disclosure of the conflict during the meeting.

I certify that the information above is true and correct.

\_\_\_\_\_  
Signature of Board Chairperson / Vice Chairperson\*

\_\_\_\_\_  
Print Name

\* Must be certified and attested to by the board's Chair or Vice Chair.

\_\_\_\_\_  
Date

**EXHIBIT D  
DISCLOSURE AND CERTIFICATION  
OF CONFLICT OF INTEREST IN A  
CONTRACT**

I, \_\_\_\_\_, a board member / an employee of the board (circle one) hereby disclose that I, myself / my employer / my business / my organization/ OR “Other” (describe)\_\_\_\_\_

\_\_\_\_\_ (circle one or more) could benefit financially from the contract described below:

Local Workforce Development Board:

\_\_\_\_\_  
Contractor Name & Address:

\_\_\_\_\_  
Contractor Contact Phone Number:

\_\_\_\_\_  
Description or Nature of Contract:

\_\_\_\_\_  
Description of Financial Benefit\*:

\_\_\_\_\_  
For purposes of the above contract the following disclosures

are made: The contractor’s principals\*\*/owners\*\*\*: (check one)

\_\_\_\_\_ have no relative who is a member of the board or an employee of the board; OR

\_\_\_\_\_ have a relative who is a member of the board or an employee of the board, whose name is:

\_\_\_\_\_  
The contractor’s principals\*\*/owners\*\*\* \_\_\_\_\_ is \_\_\_\_\_ is not (check one) a member of the board. If applicable, the principal’s/owner’s name is: \_

\_\_\_\_\_  
Signature of Board Member/Employee

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\* “Benefit financially from a contract” means the special private financial gain to a member, a special private financial gain to any principal which retains the member, the special private financial gain of the parent organization or subsidiary of a corporate principal which retains the member or the special private financial gain to any member’s relatives or business associate or to a board employee and such benefit is not remote or speculative.

\*\* “Principal” means an owner or high-level management employee with decision-making authority.

\*\*\* “Owner” means a person having any ownership interest in the contractor.

NOTICE: CONFLICTS OF INTEREST REGARDING BOARD MEMBERS AND BOARD EMPLOYEES MUST BE DISCLOSED PRIOR TO THE BOARD’S DISCUSSION OR VOTING TO APPROVE THE CONTRACT. BOARD MEMBERS WHO BENEFIT FINANCIALLY OR BOARD MEMBERS OR EMPLOYEES OF THE BOARD WHO HAVE A RELATIONSHIP WITH THE CONTRACTING VENDOR MUST ABSTAIN FROM VOTING DURING THE PERIOD OF TIME THE VOTES ARE CAST, AND THE CONTRACT MUST BE APPROVED BY A TWO-THIRDS VOTE OF THE BOARD WHEN A QUORUM HAS BEEN ESTABLISHED. COMPLETION OF THIS FORM DOES NOT IN ANY WAY SUPERSEDE OR SUBSTITUTE FOR COMPLIANCE WITH CONFLICT OF INTEREST DISCLOSURE REQUIREMENTS OF SECTION 112.3143, FLORIDA STATUTES, OR SECTION 101(f), WIOA.

**EXHIBIT E**  
**TOTAL COMPENSATION OF EXECUTIVE LEADERSHIP AND OTHER SPECIFIED**  
**EMPLOYEES**  
 (Subsection 445.007(13), Florida Statutes, and Executive Order 20-44)

Entity Name:

Fiscal Year:

Employee Name						
Title						
Salary						
Bonuses						
Cashed-In or Funded Leave						
Cash Equivalents						
Cash Equivalents Description						
Severance Pay						
Retirement Benefits						
Employer-Paid Insurance Benefits						
Deferred Compensation						
Real Property Gifts						
Real Property Gifts Description						
Other Payouts						
Other Payouts Description						
Total Cash Compensation						
Present Value of Vested Benefits including, but not limited to, Retirement, Accrual Leave and Paid Time Off						
Percentage of Total Compensation from Federal or State Funds						

Under penalties of perjury, I declare that I have read the foregoing schedule of Total Compensation of Executive Leadership and Other Specified Employees and that the facts stated in it are true.

---

Signature

---

Printed Name

---

Title

---

Date

**Definitions:**

**Executive Leadership:** Chief executive officer/executive director of the board and those reporting directly to that position (except for an administrative assistant or clerical staff).

**Cash Equivalents:** Gift cards, vouchers, tickets, or other items of monetary value.

**Other payouts:** Cell phone allowances, tuition, gym memberships, car allowances, etc.

**Employer-Paid Insurance Benefits:** Amount of insurance paid by the employer for health, vision, life, dental, disability, etc. (does not include taxes such as FICA, reemployment, etc.)

**Present Value of Vested Benefits including, but not limited to, Retirement, Accrual Leave and Paid Time Off:** Current discounted value of any vested benefits, i.e., those the employee is entitled to, for which the Board has not yet been required to fund.