



**SOUTH FLORIDA WORKFORCE INVESTMENT BOARD
EXECUTIVE COMMITTEE MEETING
THURSDAY, FEBRUARY 8, 2024
8:15 A.M.**

CareerSource South Florida Headquarters 7300
Corporate Center Drive
Conference Room 2
Miami, Florida 33126

The public may view the session online. **Registration is required:**
https://us02web.zoom.us/webinar/register/WN_ISSH7LAzTdywsrtfD2Q3IA

AGENDA

1. Call to Order and Introductions
2. Approval of Executive Committee Meeting Minutes
 - A. January 11, 2024
3. Information – The New Governance Agreement
4. Recommendation as to the Approval of SFWIB to Serve as the One-Stop Operator
5. Recommendation as to the Approval of the Conflict of Interest & Code of Ethics Policy
6. Recommendation as to the Approval of the Mandatory Disclosure of Violations of Criminal Law Policy
7. Recommendation as to the Approval of the Whistle-blower Policy
8. Recommendation as to the Approval of the Lobbying Prohibition Policy

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"Members of the public shall be given a reasonable opportunity to be heard on a specific agenda item, but must register with the agenda clerk prior to being heard."



SFWIB EXECUTIVE COMMITTEE MEETING MINUTES

DATE: January 11, 2024

LOCATION: Via Zoom: https://us02web.zoom.us/webinar/register/WN_gKA-m86nSZSxCXUhvjFhIg

1. **CALL TO ORDER:** Vice-Chairman del Valle called to order the regular meeting of the SFWIB Executive Committee Meeting at 8:21AM on January 11, 2024.
2. **ROLL CALL:** 7 members; 4 required; 7 present: Quorum established.

| SFWIB EXECUTIVE COMMITTEE MEMBERS PRESENT | SFWIB MEMBERS ABSENT | SFWIB STAFF |
|--|----------------------|---|
| Canales, Dequasia del Valle, Juan-Carlos, Vice-Chairman Chi, Joe Ferradaz, Gilda Gibson, Charles, Chair Loynaz, Oscar, M.D. Roth, Thomas "Tom" | | Beasley, Rick Bennett, Renee Morgan, Ebony Smith, Robert ADMINISTRATION/IT |
| OTHER ATTENDEES | | |
| | | |

Agenda items are displayed in the order they were discussed.

Mr. Roth was extremely impressed after touring Judge Liefman's new facility. Mr. Beasley noted that we are making every effort to bring programs to the new location, specifically in the culinary department. Mr. Roth confirmed that he had the privilege of reviewing the culinary section of the establishment, which he identified as being somewhat delayed in terms of progress.

2A. Approval of Executive Committee Meeting Minutes – November 16, 2023

Mr. Gibson presented agenda item 2A. September 14, 2023 Executive Committee Meeting minutes for approval.

Motion for approval by Mr. Chi; Vice-Chairman del Valle seconded; **motion is passed without dissent.**

No further comments or suggestions were submitted from the members. Item closed.

3. Information – Occupational Employment Projections 2023 - 2031

Chairman Gibson introduced the item; Mr. Beasley further presented occupational projections out to 2031, underscoring the importance of such data in allocating the training budget. Staff separated the data into four quadrants according to the wage and growth rate for each sector. He highlighted many openings in the high-wage, high-growth sector, indicating a potential transition towards prioritizing these professions to secure higher wages.

Furthermore, Mr. Beasley discussed projected job openings in various occupations and industries, explaining that there are 169 occupations projected for the region, as reported by the Florida Department of Commerce. A review of the data revealed a disproportionate number of low-wage job openings, leading to a need to focus resources on creating higher-paying jobs for higher skills. He also underscored the importance of data in identifying occupations with a worker shortage or surplus, informing their funding decisions for training programs.

The projected employment data will enable staff to modify the Individual Training Account (ITA) Policy and the Supply/Demand Matrix and accompanying Policy.

No further comments or suggestions were submitted from the members. Item closed.

4. Information – Governance Agreement Criteria

Chairman Gibson introduced the item; Mr. Beasley further presented, discussing the development of a new governance agreement for the realignment of work and the transfer of Monroe County into Region 24. The agreement will define the responsibilities of the Chief Local Elected Official (CLEO), establish the operation of the Local Workforce Investment Board, and outline the process for the CLEO's input into the board. The agreement must also specify the liability of the CLEO in the event that funds are misappropriated or fraudulently spent. We expect a draft to be complete by the end of February, with County Board of County Commissioners approval anticipated by mid-March or early April. By July 1, the ultimate objective is to have the structure in position.

No further questions or comments were presented for consideration. Item closed.

5. Approval - SFWIB Restated & Amended By-Laws

Chairman Gibson introduced the item; Mr. Beasley further presented, discussing modifications made to the bylaws under the guidance of the Miami-Dade County Attorney. Changes included updating the mission language, removing references to additional office



locations, clarifying the service area, adding language against lobbying, stipulating term limits with a staggered approach, and clarifying the board's authority when recommending the appointment or removal of the Executive Director. The county attorney's recommendations were incorporated to ensure the legal sufficiency of the bylaws.

The Executive Committee members discussed the new governance guidelines, focusing on term limits. Mr. Beasley reiterated that all members start dates have been reset to begin in July 2021. It was also noted that government entities do not have a term limit. Members observed that the set term limit might not afford sufficient time for members to gradually transition into board leadership roles. Additionally, concerns were raised regarding the track record of board decisions and previously funded initiatives. Moreover, he informed the group that records pertaining to board decisions and projects that have been previously funded are accessible through the Board's website.

Motion for approval by Mr. Chi; Dr. Loynaz seconded; **motion is passed without dissent.**

No further questions or comments were presented for consideration. Item closed.

New Business

One Stop Operator RFP

Mr. Beasley advised that staff is in the process of finalizing our bid to be One-Stop-Operator of the region. The response is due on January 16, 2024.

Youth Systems Build Academy

Yesterday was the kickoff event with US Department of Labor on Youth Systems Build Academy. A systems coach will be appointed to each region to assist and answer any questions or concerns.

With no further business presented to the Committee, the meeting adjourned at 9:20 am.



SFWIB EXECUTIVE COMMITTEE

DATE: 2/8/2024

AGENDA ITEM NUMBER: 3

AGENDA ITEM SUBJECT: SOUTH FLORIDA WORKFORCE INVESTMENT BOARD GOVERNANCE AGREEMENT

AGENDA ITEM TYPE: **INFORMATIONAL**

RECOMMENDATION: N/A.

STRATEGIC GOAL: **STRONG WORKFORCE SYSTEM LEADERSHIP**

STRATEGIC PROJECT: **Strengthen workforce system accountability**

BACKGROUND:

The Workforce Innovation and Opportunity Act and CareerSource Florida Policy requires a workforce Development Area to have a Interlocal, Consortium, and/or other agreement that establishes governance of the workforce board and outlines the roles of responsibilities of the board and Chief Elected Official.

In 2006, the SFWIB entered into an Interlocal Agreement between Monroe and Miami-Dade County with the Maimi-Dade County Mayor being designated as the Chief Elected Official for said agreement. Since that time the SFWIB has operated under this Interlocal Agreement providing workforce services to both MIami-Dade and Monroe County.

In 2023, CareerSource Florida approved the realignment of the current workforce system and consolidated the number of boards from 24 to 21. In that consolidation and realignment, Monroe County was moved from regiona 23 and aligned with region 24. As a result of which, the SFWIB must terminate it's current Interlocal Agreement and establish a new governance agreement. This agreement will be solely between Miami-Dade County and the SFWIB.

In accordance with WIOA and CareerSource Florida policies 91 & 110, SFWIB staff and legal counsel have drafted an new Governance Agreement to ensure compliance. This agreement removes Monroe County yet maintains consistency with the roles and responsibilities of the board and Chief Elected Official as it did in the previous agreement. Specific highlights include but are not limited to:

II. Grant Recipient and Administrative Entity

The board's authority as the sub-recipient and administrative entity for all WIOA programs operating in Miami-Dade County is described in this section of the Governance Agreement. Furthermore, it discusses the powers that have been granted to the board, including the ability to enter into and enforce contracts, engage independent

auditors, accept grants, gifts, and other resources, establish and modify an official seal, and engage in legal activities (including suing, being sued, pleading, and incurring tort liabilities, among others).

Furthermore, this section outlines the comprehensive duties of the board, which includes the appointment of an Executive Director, the classification of SFWIB staff as Miami-Dade County employees, the designation of legal counsel, interactions between the board and SFWIB employees, board remuneration, and term restrictions.

III. Development of the Workforce Regional Plan

In adherence to WIOA and the directives of the Governor of the State of Florida, the development, modification, and approval process of the Workforce Regional Plan (i.e., the four-year plan).

IV. Authorities and Responsibility of the County

This section addresses the jurisdiction and obligations of Miami-Dade County and the Chief Local Elected Official (CLEO). These include, but are not limited to the following: the designation of the county as the administrative body for all workforce programs (e.g., WIOA, TANF), and other programs that the board may implement within Region 23 of the State of Florida; and any financial obligations associated with the misapplication of grant funds.

Additionally, the CLEO is entrusted with a comprehensive set of responsibilities, which encompass the appointment of board members, imposition of term limits, annual review and approval of the budget, and oversight of financial obligations of tort liability, disallowed expenses by the state and federal government concerning contracts between the board and Miami-Dade County, as well as the Miami-Dade County and service providers.

V. Authority and Responsibilities held jointly between the Board and the County

This section emphasizes the collaborative responsibility of the board and Miami-Dade County to ensure effective administration of services that are beneficial to Region 23 employers and residents. Furthermore, it emphasizes the importance of effective communication and dispute resolution particularly with regard to any concerns that may arise around disallowed costs and the possible reimbursement of funds.

Sections VI, VII, and VIII

The aforementioned sections pertain to the duration of the agreement and assures that the document comprises the complete agreement between the involved parties, and takes precedence over any verbal agreements or discussions concerning its content. Section VIII grants the parties to this Governing Agreement the authority to make periodic modifications to it throughout its term or any subsequent renewals, provided that CLEO signs the amended written agreement.

X. Independence of Terms

Any terms or provisions of this Agreement that are invalid or unenforceable to any party shall not affect the rest of this Agreement or their application to the parties.

XI. Termination

The final section of the agreement addresses the termination, liquidation, or expiration of the board, which includes protocols to be followed, mandatory notifications, and the handling of any outstanding financial responsibilities.

Once approved by the board, the agreement will be brought before the Board of County Commissioners for approval. The executed agreement must then be submitted to Florida Commerce for review and approval. SFWIB staff recommends to the Executive Committee to recommend to the board the approval of the new Governance Agreement

FUNDING: N/A

PERFORMANCE: N/A

ATTACHMENT

**GOVERNANCE AGREEMENT BETWEEN
MIAMI DADE COUNTY, A POLITICAL SUBDIVISION
OF THE STATE OF FLORIDA AND THE SOUTH
FLORIDA WORKFORCE INVESTMENT (SFWIB)
BOARD FOR REGION 23 OF THE STATE OF
FLORIDA**

This Governance Agreement is made and entered into by and between the Chief Local Elected Official (“CLEO”) of Miami-Dade County (“COUNTY”), a political subdivision of the State of Florida, and the South Florida Workforce Investment Board, Inc. d/b/a CareerSource South Florida for Region 23 of the State of Florida (“the BOARD”).

WHEREAS, the Workforce Innovation and Opportunity Act (WIOA) of 2014 authorizes expenditures of federal funds for workforce development programs in areas of the state designated by the Governor of the State of Florida as a Local Workforce Development Area; and

WHEREAS, the Workforce Innovation Act (WIOA) of 2000, as amended by Chapter 2012- 29, Laws of Florida further delineates the roles and responsibilities of all parties in the expenditure of federal funds for workforce development programs in such areas and imposes additional responsibilities and duties on the COUNTY; and

WHEREAS, Miami-Dade County, Florida has been designated by the Governor of the State of Florida as a Workforce Development Area; and

WHEREAS, the CLEO for Miami-Dade County, Florida, has established a process by which members are appointed to the BOARD; and

WHEREAS, the BOARD serves as the Local Workforce Development Board for Miami-Dade County, Florida, designated grant sub-recipient, and administrative entity for all Workforce Innovation and Opportunity Act and Workforce Innovation Act programs operating within the Miami-Dade County Workforce Area; and

WHEREAS, the BOARD and its members have requested certification as the Local Workforce Development Board by CareerSource Florida, Inc.; and

WHEREAS, the COUNTY and the BOARD previously entered into an Interlocal Agreement to comply with requirements imposed by the Acts and applicable law which terminated on June 30, 2024; and

WHEREAS, the COUNTY and the BOARD wish to enter into a new Governance Agreement in order to continue compliance with the requirements imposed by applicable law.

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT:

I. PURPOSE.

The purpose of this Agreement is to establish and maintain a collaboration to jointly and severally carry out the requirements of the Workforce Innovation and Opportunity Act of 2014 (Public Law 113-128), the Workforce Innovation Act of 2000 (Chapter 445, Florida Statutes (2000)), as amended by Chapter 2012-29 and 2013-36, Laws of Florida, and any future state and federal workforce initiatives and laws (hereinafter the "Acts").

II. GRANT RECIPIENT AND ADMINISTRATIVE ENTITY.

The BOARD shall be the designated grant sub-recipient and administrative entity for all Workforce Innovation and Opportunity Act and Workforce Innovation Act programs operating within the Miami-Dade County Workforce Area. The BOARD shall be a separate public body, corporate and politic, a governmental agency and governmental instrumentality of the COUNTY. As the administrative entity, the BOARD shall carry out all activities as required by law. The BOARD shall be a governmental body in all respects and shall be an organization eligible to exclude income under Section 115 of the Internal Revenue Code of the United States and contributions to which are deductible under Section 170(c)(1) of the Internal Revenue Code of the United States.

The BOARD shall have the power to sue and be sued, to plead and to be impleaded, to contract and be contracted with, to enforce contracts and agreements, to accept grants, gifts or other resources, to engage an independent auditor, to have an official seal and alter same, and to incur tort liability to the extent permitted by Section 768.28, Fla. Stat. The BOARD may exercise all of the powers specifically granted herein. Except as limited in this Governance Agreement, the BOARD shall exercise all of the powers granted to Local Workforce Investment Boards by the Workforce Investment Act of 1998, as amended from time to time, and Chapter 445, Florida Statutes, as amended from time to time. Nothing herein shall be construed to limit or affect, in any way, the laws relating to sovereign immunity, Section 768.28, Florida Statutes, with respect to the BOARD.

As the administrative entity, the BOARD shall carry out all activities as required by law.

To do so, the BOARD shall have the following responsibilities and authority:

- a. The Executive Director of the SFWIB shall be selected by the BOARD. The Executive Director shall be an employee of the COUNTY within the administrative service of the COUNTY and may be removed from the position of Executive Director of the SFWIB at the discretion of the BOARD. The Executive Director shall be the Chief Operating Officer of the BOARD and, as such, shall implement the policies, decisions, actions and directives of the BOARD.
- b. The staff of the SFWIB shall all be employees of the COUNTY and who shall serve the BOARD under the supervision and control of the Executive Director of the SFWIB. The staff of the SFWIB shall implement the policies, decisions, actions and directives of the BOARD under the supervision and control of the Executive Director of the SFWIB.
- c. The members of the BOARD and the members of any committees of the BOARD shall deal with the employees of the administrative entity and SFWIB staff solely through the Executive Director and no such member shall give orders to any employees of the administrative entity or SFWIB staff either publicly or privately. No employee of the administrative entity or SFWIB staff shall respond to or undertake any action to comply with any request by any such member, which violates the provisions of the preceding sentence. The Executive Director shall not knowingly allow any such member to deal with any employee of the administrative entity or SFWIB staff in violation of the provisions of the first sentence of this Paragraph #4. No member of the BOARD or any member of any committee of the BOARD shall direct or request the appointment of any person to, or his or her removal from office or employment by the Executive Director or by the COUNTY Manager or by any subordinate of the Executive Director or by any subordinate of the COUNTY Manager or participate in the appointment or removal of officers and employees of the administrative entity or of BOARD staff nor shall the Executive Director or the COUNTY Manager or any member of the administrative entity or of SFWIB staff or any subordinate of any of the foregoing accede to such direction or request. Any violation of any of the provisions of this paragraph by any of the members of the BOARD or members of any BOARD committee shall cause the removal forthwith of such member from the BOARD or the BOARD committee or both, as applicable, by operation of this Governance Agreement.

- d. Legal counsel for the BOARD shall be the Miami-Dade County Attorney's Office. With the approval of the CLEO, the BOARD may from time to time engage special legal counsel for specific legal matters.

- e. The members of the BOARD shall elect a chairperson of the BOARD, as required by the Workforce Investment Act of 1998, as amended from time to time, and such other officers as may be deemed necessary and appropriate by the BOARD. All such officers shall serve in office for a term not to exceed two years. No such officer shall serve more than two terms in office or four years, whichever is less. The chairperson shall serve as the presiding officer at all meetings of the BOARD.

- f. The organization, operating procedures, and by-laws of the BOARD shall be determined by the BOARD and shall become effective upon approval by the CLEO. The organization, operating procedures, and by-laws of the BOARD shall comply with the applicable federal, state, and local laws, ordinances, and regulations.

- g. The BOARD and its members, the Executive Director of the BOARD, the staff of the BOARD and members of any and all committees of the BOARD shall be subject to the jurisdiction of the Miami-Dade County Commission on Ethics and Public Trust and the Office of the Miami-Dade County Inspector General. BOARD members, the Executive Director of the BOARD, the staff of the BOARD and members of any and all committees of the BOARD shall comply with the COUNTY Code of Ethics Ordinance, Conflict of Interest Ordinances, Lobbyist Registration and Reporting Ordinances, and the Citizens' Bill of Rights. The BOARD and its members, the Executive Director of the BOARD, the staff of the BOARD and members of any and all committees of the BOARD, shall be subject to and shall comply with Florida's Public Records and Open Meetings Laws, Section 286.01 1 et seq., Fla. Stat., and Section 119.01 et seq., Fla. Stat.

- h. The BOARD shall not engage in any form of legislative or lobby activity before or in the presence of any body or individual. Any member of the BOARD acting as such or any staff member of the BOARD acting as such except by making legislative requests as a board to the COUNTY Office of Intergovernmental Affairs as required by COUNTY Ordinance #04-219 or as may be authorized in writing by said Office from time to time.

- i. Notwithstanding any provision of State or federal law, a majority of the appointed members of the BOARD or a majority of the appointed members of any committees of the BOARD, who are physically present in the public meeting room or other place of the public meeting, shall constitute a quorum necessary for taking any action at the public meeting. Notwithstanding any provision of State or federal law, only appointed members of the BOARD or appointed members of a committee of the BOARD who are physically or virtually present in the public meeting room or other place of the public meeting shall constitute a quorum necessary for taking any action at the public meeting. Notwithstanding any provision of State or federal law, only appointed members of the BOARD or appointed members of a committee of the BOARD who are physically or virtually present in the public meeting room, or other place of the public meeting, shall be permitted to participate in such meeting, take any action at such meeting, or vote at such public meeting. Any such appointed member of the BOARD or any such appointed member of a committee of the BOARD who is not physically or virtually present in the public meeting room or other place of the public meeting and who, nevertheless, participates in such public meeting, or takes any action at such public meeting or votes at such public meeting, while not being physically or virtually present in the public meeting room or other place of the public meeting, shall automatically, by operation of this Governance Agreement, be deemed to have thereupon resigned forthwith from membership on the BOARD, if a member of the BOARD and from membership on any and all committees of the BOARD.
- j. BOARD members shall serve without compensation but shall be reimbursed for necessary expenses incurred in the performance of their official duties upon approval in writing by the COUNTY Manager, or the COUNTY Manager's designee. All of the aforesaid expenses shall be reimbursed in accordance with federal and state laws and regulations and COUNTY ordinances and policies. All travel expenses for BOARD members or any other person traveling for and on behalf of or at the request of the BOARD shall be in conformance with state law relating to travel expenses of public officers and public employees and COUNTY ordinances and policies relating to travel expenses and shall be submitted in writing to the COUNTY Manager or the COUNTY Manager's designee for approval or denial by the COUNTY Manager or the COUNTY Manager's designee.
- k. The BOARD shall consist of a sufficient number of members and shall be composed of members in such a manner as to meet the requirements of state and federal law. The number of members and the composition of the BOARD shall be determined by the CLEO in accordance with the criteria set forth in State and federal law. Members of the BOARD shall serve at the

pleasure of the CLEO and for such term as determined by the CLEO. However, no member of the BOARD shall be appointed to serve a term greater than three years. BOARD members may be reappointed by the CLEO; however, the maximum term for members not representative of governmental entities shall be six consecutive years. Members that represent governmental entities are exempt from term limits. Any BOARD member, regardless of whether or not the BOARD member is chairperson or other officer of the BOARD, may be removed for cause or without cause, at any time, in the sole discretion of the CLEO. The CLEO shall appoint all other members of the BOARD. Representatives of businesses appointed to the BOARD by the CLEO shall not include representatives of businesses that are providers of public workforce services with funds provided through or from Florida Commerce. Furthermore, representatives of businesses appointed to the BOARD by the CLEO shall automatically forfeit membership on the BOARD if the business, so represented, provides public workforce services with funds provided through or from Florida Commerce during the representative's period of membership on the BOARD.

- l. The BOARD shall comply with the procurement and expenditure procedures required by federal law for the expenditure of federal funds. To the extent not in conflict with federal law and regulations, the BOARD shall comply with the procurement laws and regulations of the State of Florida, which may be applicable to the COUNTY and with the applicable procurement ordinances, administrative orders, and policies of the COUNTY.
- m. The BOARD shall pursue legal action against any subrecipient or vendor who engages in program abuse to safeguard public funds and maintain the integrity of the program they administer. This action is subject to approval or ratification by the BOARD and final authorization from the CLEO.
- n. The BOARD shall develop strategies to encourage private sector participation in the Statewide Workforce System through effective brokering, connecting, and coaching activities utilizing intermediaries in the local area to assist employers in fulfilling hiring requirements.
- o. Identify, apply for, and obtain additional funding sources that align with its objectives and for any other purposes deemed necessary and suitable by the BOARD.

- p. The BOARD shall, subject to COUNTRY approval, devise and administer a system to hear and resolve all grievances or complaints presented by participants, subcontractors, or other interested parties, as required by the Acts or other applicable laws.

III. DEVELOPMENT OF THE WORKFORCE REGIONAL PLAN

Pursuant to the Workforce Innovation and Opportunity Act and in accordance with the requirements established by the Governor of the State of Florida and in collaboration with the COUNTY, the BOARD shall develop the Workforce Regional Plan. Upon approval of the BOARD, said plan will be presented to the CLEO, for review and authorization. Once fully executed, the BOARD shall submit the plan to the appropriate funding authorities.

IV. AUTHORITY AND RESPONSIBILITY OF THE COUNTY

The COUNTY shall have the following responsibilities and authority:

- a. The administrative entity for all Workforce Investment Act, Temporary Assistance for Needy Families (TANF), and other workforce programs implemented by the BOARD, within Region 23 of the State of Florida, shall be the administrative service of the COUNTY. The administrative service, acting as the administrative entity for the BOARD, shall serve the BOARD under the supervision and control of the Executive Director of the BOARD and shall implement the policies, decisions, actions and directives of the BOARD under the supervision and control of the Executive Director of the BOARD.
- b. The CLEO for, and on behalf of, Miami-Dade County, shall be the local grant recipient for Region 23 of the State of Florida. The CLEO shall bear responsibility for any potential misuse of the grant funds allocated to Region 23 of the State of Florida pursuant to Sections 128 and 133 of the Workforce Investment Act of 1998, as periodically amended.
- c. The County Manager of the COUNTY and the administrative service of the COUNTY is hereby designated as the local fiscal agent for Region 23 of the State of Florida.
- d. Pursuant to the requirements of Florida Statutes, Section 445.007(1) (2012) and applicable Federal Law, the CLEO shall appoint and reappoint members to the BOARD in a timely manner so as to maintain the minimum number of members required, in accordance to BOARD adopted bylaws, to constitute a quorum necessary to carry out its responsibilities. Prospective BOARD members will be submitted to the CLEO in accordance with the BOARD's adopted by-laws and pursuant to Florida Statutes, Section 445.007(2)(b)(2012). The Governor

of the State of Florida may remove members of the BOARD for cause.

- e. Approve and/or initiate debarment procedures against any subcontractor or vendor for violations of the Acts, Regulations, or administrative policies of the BOARD or the COUNTY;
- f. Exert every necessary and reasonable effort to resolve disagreements between the BOARD and the COUNTY.
- g. Appoint one of its members to serve as a liaison to the BOARD.
- h. To exercise independent oversight, the COUNTY shall not be a direct provider of public workforce services with funds provided through or from Department of Commerce.
- i. As CLEO, review and approve the BOARD's annual budget prior to submittal to CareerSource Florida, Inc.
- j. The COUNTY hereby agrees to assume financial liability for any misuse of grant funds in accordance with State and federal law.
- k. The CLEO, on behalf of his or her jurisdiction agrees hereby to promptly contribute to any BOARD financial liability or any other financial liability incurred under this Governance Agreement as follows:
 - 1. The BOARD, BOARD staff, or the administrative entity of this Governance Agreement shall pay no liability of any kind arising out of this Governance Agreement unless ordered by a court of competent jurisdiction or other superior State or federal governmental entity acting within the scope of its powers and jurisdiction or unless otherwise approved by both parties hereto. Nothing herein shall be construed to waive any rights of the BOARD or the parties hereto to seek legal or administrative relief from any such liability.
 - 2. Tort liability incurred by the BOARD, any member of the BOARD, a member of any committee of the BOARD, the Executive Director, a member of the staff of the BOARD, or of the administrative entity, through or on account of the performance of the lawful acts authorized or required by this Governance Agreement shall, to the extent permitted by Section 768.28, Fla. Stat, solely be the responsibility of the BOARD and does not and shall not constitute the tort liability of the parties hereto or their respective jurisdictions. In the event such tort liability is so incurred by any of the foregoing entities or persons, then and only then, shall the COUNTY contribute a sum to the BOARD for the satisfaction of such tort liability. No contributions for a single tort liability claim when

aggregated together shall exceed the limit for a single tort liability claim as set forth in Sec. 768.28, Fla. Stat.

3. Costs and other expenses disallowed by the State or federal government or by the BOARD with respect to contracts between the BOARD and the COUNTY for the provision of workforce services shall be paid by and shall be the financial liability solely of the COUNTY. Nothing herein shall be construed to authorize the BOARD to be a direct provider of intake, assessment, eligibility determinations, or other direct provider services without prior approval of the State.
4. Costs and other expenses disallowed by the State or the United States or any other grantor of grant funds with respect to any contracts or agreements between the COUNTY and any service providers or other entities or caused by errors of the COUNTY or of the administrative entity or caused by misuse of grant funds shall be paid by and shall be the financial liability of the COUNTY.
1. Notwithstanding any provision of this Governance Agreement, the BOARD shall:
 - a. Not engage in activities of any kind unless permitted to be carried on by an organization eligible to exclude income under Section 115 of the Internal Revenue Code of the United States and contributions to which are deductible under Section 170(c)(1) of the Internal Revenue Code of the United States; and,
 - b. Is authorized and empowered to pay reasonable compensation for services rendered and to make payments to advance the BOARD's activities for the benefit of the residents of Region 23 of the State of Florida.
 - c. Ensure no part of the net earnings of the BOARD shall inure to the benefit of or be distributable to the officers or members of the BOARD or any other private person.
 - d. Only exercise essential governmental functions on behalf of and accruing to the State of Florida or any political subdivision thereof.
 - e. The CLEO and their respective jurisdictions who are parties to this Governance Agreement shall have the powers and interests of an owner of the SFWIB.
 - f. Ensure no private interest shall materially participate in any of the functions, duties, or responsibilities of the BOARD.

- g. Be sure that all assets and income of the BOARD accrue the CLEO in their official capacity and their respective jurisdictions who are parties to this Governance Agreement.
- h. Provide an annual report, including annual financial audit by an independent auditor, to the CLEO who governs this Governance Agreement.

V. AUTHORITY AND RESPONSIBILITIES HELD JOINTLY BETWEEN THE BOARD AND THE COUNTY.

- a. It is the joint responsibility of both parties to ensure the effective delivery of services which provide the most benefit to residents and employers of the COUNTY. It is further the shared responsibility of both parties to stimulate the active and effective participation of all sectors of the community in the provision of workforce development services.
- b. The BOARD and the COUNTY may choose to further effective communication by meeting jointly, on occasion, in accordance with mutually agreed-upon meeting schedules and either party may take whatever additional steps as deemed necessary to assure effective communication between the two bodies.
- c. The BOARD and the COUNTY agree to solve any disputes between the parties through mutually satisfactory negotiations.
- d. In the event the BOARD is found responsible for any disallowed costs, through whatever means, the BOARD and the COUNTY will mutually work to resolve all such disallowed costs. In the event that repayment of grant funds provided under sections 128 and 133 of the Workforce Innovation and Opportunity Act of 2014 is demanded by the funding source, the BOARD will have responsibility for repayment, through its insurance or non-grant funds. The COUNTY shall be liable for repayment of any shortfall for repayment only after all available insurance and non-grant funds have been exhausted.

VI. TERM.

This Governance Agreement shall become effective on July 1, 2024, after its execution by the CLEO and shall expire on June 30, 2028. The Board of County Commissioners of Miami-Dade County and the Governor of the State of Florida have duly authorized the CLEO to execute this Governance Agreement on behalf of and in the name of the COUNTY, respectively.

VII. MERGER.

It is understood and agreed that this document contains the entirety of the agreement between the parties and that it shall take precedence over any verbal agreements and/or negotiations that the parties may have had regarding the subject matter of this agreement. By being referenced in this Agreement, all such items are deemed to be incorporated into it.

VIII. MODIFICATION.

This Governing Agreement may be amended by the parties hereto, from time to time, during the term of this Governing Agreement or any renewals thereof, upon the execution of the written amendment by CLEO.

IX. RESOLUTION OF DISAGREEMENT.

- a. Whereas a collaboration exists between the BOARD and the COUNTY, any disagreement or disputes between the parties to this Agreement shall only be resolved locally through mutually satisfactory negotiations. The Chairperson and Chairperson-Elect of the BOARD and the Chairperson and Vice-Chairperson of the Board of County Commissioners shall serve as negotiating parties on behalf of their respective entities for the purpose of resolving disputes.
- b. It is understood that failure to resolve any dispute at the local level could result in the COUNTY revoking the BOARD's designation as administrative entity and fiscal agent for funds covered hereunder and designating an alternative entity to serve in that capacity.
- c. It is further agreed and understood that, to the extent possible, the staff of the BOARD shall not be required to support either party should a disagreement between the BOARD and the COUNTY develop. Both parties hereby agree that staff's role, in the event of disagreement, shall be to provide administrative and technical assistance to both parties in furnishing, processing, or preparing information requested, or making other required arrangements necessary to facilitate and expedite the resolution of the matter or any part or issue thereof.

X. INDEPENDENCE OF TERMS.

In the event that any terms or provisions of this Agreement are deemed invalid or unenforceable to any of the parties hereto, the application of those terms or provisions to the parties hereto shall not affect the remainder of this Agreement or the application of those provisions or terms to the parties hereto. Furthermore, all other terms and provisions of this Agreement shall remain valid and enforceable to the maximum extent permitted by the Acts, regulations, federal, state, or local law.

XI. TERMINATION OF AGREEMENT

In the event of the dissolution, liquidation, termination or expiration of the existence of the BOARD - after promptly paying or adequately providing for the debts and obligations of the BOARD - all monies, properties assets, and rights, of any kind whatsoever, shall be forthwith transferred, delivered and conveyed to the COUNTY exclusively for public purposes.

The CLEO is authorized hereby by his or her governing bodies to exercise the right to terminate this Governance Agreement at any time but in accordance with the conditions set forth below:

- a. The notice of termination shall be forwarded to the BOARD not later than sixty (60) days before the end of the current Workforce Investment Act fiscal year.
- b. The terminating party shall not be deemed released from any current or past financial obligations or any other current or past obligations of any kind whatsoever incurred or agreed to by the terminating party which arise out of this Governance Agreement.
- c. Upon the effective date of termination set forth in the termination notice described in as above, the SFWIB shall be deemed dissolved and no longer in existence.

THIS GOVERNANCE AGREEMENT IS ENTERED INTO ON BEHALF OF:

IN WITNESS WHEREOF, the parties hereto have made and executed this Governance Agreement on the respective dates under each signature: the South Florida Workforce Investment Board, Inc., through its Chairman, authorized to execute same by Board action on the ___day of ____, 2024 and by Miami-Dade County, through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board action on the day of 2024.



SFWIB EXECUTIVE COMMITTEE

DATE: 2/8/2023

AGENDA ITEM NUMBER: 4

AGENDA ITEM SUBJECT: ONE-STOP OPERATOR UPDATE

AGENDA ITEM TYPE: **APPROVAL**

RECOMMENDATION: SFWIB staff recommends to the Executive Committee to recommend to the Board the approval of CSSF to serve as the One-Stop Operator for Local Workforce Development Area 23, as set forth below

STRATEGIC GOAL: **STRONG WORKFORCE SYSTEM LEADERSHIP**

STRATEGIC PROJECT: **Strengthen workforce system accountability**

BACKGROUND:

The Workforce Innovation and Opportunity Act (WIOA) requires local workforce development boards (LWDB) to use a competitive procurement process to select a one-stop operator(s) at least once every four years. In 2023, the SFWIB released multiple Request for Proposals (RFP) to solicit agencies capable of providing One-Stop Operator services. The first RFP did not yield any respondents and the second yielded one failed response.

In accordance with CareerSource Florida Administrative Policy 097, staff requested CareerSource Research Coast conducted a competitive procurement process on behalf of the SFWIB. SFWIB Staff prepared and submitted a bid on January 16, 2024. The RFP closed on January 19, 2024. On January 31st, SFWIB was notified of its selection as the successful respondent.

SFWIB staff recommends to the Executive Committee to recommend to the Board the approval of CSSF as the One-Stop Operator. This One-Stop Operator staff will directly report to the Executive Director. In accordance with CareerSource Florida Administrative Policy 097, the One-Stop Operator will function independently from SFWIB staff.

FUNDING: N/A

PERFORMANCE: N/A

ATTACHMENT



careersourcerc.com

January 31, 2024

Dear Proposer:

The Workforce Development Board of Treasure Coast, Inc. d/b/a CareerSource Research Coast (CSRC) has reviewed your proposal for a One-Stop Operator (OSO) in accordance with the Workforce Innovation and Opportunity Act (WIOA) sec. 121 (d) (2) (a), and CareerSource Florida - Administrative Policy #097 which requires the Local Workforce Development Board (LWDB) to competitively select a "one-stop operator" to support the implementation of services with the career center system locally. The One-Stop Operator may be a single entity or multiple entities working together to form a consortium operator.

Your proposal passed technical review and was the only proposal received. Based on this review, CSRC completed the rating as was a requirement of the Request For Proposal (RFP) and is making the recommendation to the South Florida Workforce Investment Board d/b/a CareerSource South Florida (CSSFL) Board of Directors to have CSSFL serve as the OSO for the Local Workforce Development Area and LWDB. Enclosed are the copies of the CSRC Composite Rating Sheet for RFP SFWIB-23-OSO-01 and the CSRC Rating Team Compilation for RFP SFWIB-23-OSO-01.

This recommendation does not oblige CSSFL or its Board of Directors to award a contract, or contracts, nor will the CSRC pay any costs incurred in the preparation of proposals. All required backup documentation is available upon request.

Respectfully,

A handwritten signature in blue ink, appearing to read "BK Bauer".

Brian K. Bauer
President/CEO

Administrative Office
584 NW University Boulevard, Suite 100 | Port Saint Lucie, FL 34986
p: 866.482.4473 | f: 866.314.6580





SFWIB EXECUTIVE COMMITTEE

DATE: 2/8/2024

AGENDA ITEM NUMBER: 5

AGENDA ITEM SUBJECT: CONFLICT OF INTEREST & CODE OF ETHICS POLICY

AGENDA ITEM TYPE: **APPROVAL**

RECOMMENDATION: SFWIB staff recommends to the Executive Committee to recommend to the Board the approval of a new Conflict of Interest & Code of Ethics Policy, as set forth below

STRATEGIC GOAL: **STRENGTHEN THE ONE-STOP DELIVERY SYSTEM**

STRATEGIC PROJECT: **Improve service delivery outcomes**

BACKGROUND:

SFWIB staff are Miami-Dade County employees and adhere to all Miami-Dade County policies and regulations. During a 2023 monitoring by Florida Commerce it was noted that the SFWIB needed to have their own separate policies from Miami-Dade County. While the two policies are similar in content, SFWIB is required to have a policy dedicated to workforce staff that is in accordance with the Workforce Innovation and Opportunity Act, the Code of Federal Regulations and the Reimagining Education and Career Help (REACH) Act. The policy is applicable to all SFWIB staff, American Job Center Staff, Service Providers, Youth Service Providers, Training Providers, and partners to ensure the highest standards of ethics and transparency.

The highlights are included in the policy:

- **STATEMENT OF POLICY:** All whom this policy is applicable to, shall adhere to and is governed by federal and state laws, regulations and policies and the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance.
- **CODE OF CONDUCT:** SFWIB business shall be conducted utilizing the highest standards and in compliance with all applicable federal, state and local laws and regulations.
- **CONFLICT OF INTEREST:** SFWIB members who may have a conflict of interest related to a SFWIB/CareerSource South Florida contact or agreement shall be compelled to disclose the conflict and abstain from voting on decisions impacting the contract or agreement.
- **RELATED PARTY:** The SFWIB shall 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.

FUNDING: N/A

PERFORMANCE: N/A

ATTACHMENT



BOARD POLICY

**POLICY
NUMBER
POL 200-1**

| | | | |
|--------------------|---|-----------------|-----|
| Title: | Conflict of Interest and Code of Ethics | | |
| Effective: | Feb 15, 2024 | Revised: | N/A |
| Supersedes: | N/A | Version: | 01 |

I. OF INTEREST TO

This policy is applicable to the South Florida Workforce Investment Board (SFWIB) dba CareerSource South Florida (CSSF), SFWIB staff, American Job Centers (AJC), Service Providers, Youth Service Providers, Training Providers, and partners.

II. PURPOSE AND SCOPE

The purpose of the Conflict of Interest and Code of Ethics and Transparency Policy is to provide the SFWIB and its stakeholders with uniform guidelines and to ensure full compliance with all duties and federal, state, and local laws, regulations, and policies. This policy is put forth for all partners at all levels of participation in the workforce system funded by the Workforce Innovation and Opportunity Act (WIOA) with the expectation that each will read, understand and apply this policy to ensure system integrity and effective oversight of the funds with which they are entrusted.

III. BACKGROUND

In order to ensure the highest standards of ethics and transparency, the SFWIB shall abide by all federal, state, and local laws, regulations and policies. In order to accomplish its purpose, the SFWIB requires its staff, partners, contractors, vendors, and individuals or representatives of organizations entrusted with public funds, to adopt and abide by all applicable federal, state and local laws, regulations, and policies and to conduct themselves in the manner described herein. Reasonable modifications to this policy may be made as needed or requested by the Department of Economic Opportunity (DEO) or Chief Local Elected Official (CLEO).

IV. STATUTORY AUTHORITIES

- Workforce Innovation and Opportunity Act, Sections 101(f); 107(e); 107(h);
- Workforce Innovation and Opportunity Act Final Rule, 20 CFR [679.410\(a\)\(3\) and \(c\); 679.430; 683.200\(c\)\(5\)\(i-iii\)](#);
- The Code of Federal Regulations (CFR) at [2 CFR 200.112](#);
- [Article I, Section 24](#), Florida Constitution

Approved By:
Rick Beasley, Executive Director

- Chapters [112](#); [119](#); [286](#); [445](#) of the Florida Statutes
- Chapter [14.36](#), Florida Statutes, the Reimagining Education and Career Help (REACH) Act
- CareerSource Florida Strategic Policy [2018.09.26.A.1](#) - Ethics and Transparency Policy
- CareerSource Florida Strategic Policy [2012.05.24.A.2](#) – State and Local Workforce Development Board Contracting Conflict of Interest Policy
- CareerSource Florida Administrative Policy [110](#) - Local Workforce Development Area and Board Governance
- DEO Memorandum – [REACH ACT and Related Party Contracts](#) -7.1.2021
- CareerSource Florida and the Florida Department of Economic Opportunity, Grantee Subgrantee Agreement, [Section 15. Related Parties](#)
- Miami Dade County, Florida Code of Ordinances, Chapter 2-Administration, Article I- In General, [Section 2-11.1](#) (Conflict of Interest and Code of Ethics Ordinance)

V. DEFINITIONS

- Board or SFWIB – means the South Florida Workforce Investment Board.
- Full Board - means the complete membership of the board at the time a contract is submitted to a vote. It includes board members who have a relationship with the contracting vendor and who therefore must abstain on the vote on the contract. Membership of the board includes non-voting members.
- 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.
- Immediate Family Member - means parents, stepparents, spouses or domestic partners, children, stepchildren, full or half siblings, in-laws, sibling in-laws, grandparents, great-grandparents, step-great-grandparents, aunts, uncles, nieces, nephews, and grandchildren.
- Quorum - means that minimum number of members of the board required to be present for the board to transact business as established by the board’s bylaws (or, in the absence of bylaws, as has otherwise been established by the board.).
- Related Party – means Board members; 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.
- 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.

- H. Related Party Required Forms – means the Contract Information Form and the Disclosure and Certification of Conflict of Interest in a Contract Form 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.
- I. Relative – means any father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law as defined under 112.3143(1)(c), Florida Statutes.

VI. STATEMENT OF POLICY

The SFWIB, as a public body, corporate and politic, and a governmental agency and governmental instrumentality of both Miami-Dade County and Monroe County, shall adhere to and is governed by federal and state laws, regulations and policies and the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance. The SFWIB shall ensure adequate firewalls are in place to prevent actual or perceived conflicts of interest, poor internal controls, or the appearance of impropriety.

The SFWIB shall ensure all contracts or written agreements include clauses that clarify how the entity will carry out its responsibilities while demonstrating compliance with all applicable federal, state and local laws, regulations and policies. The written clauses in a contract or agreement shall function to limit conflicts of interest and/or the appearance of conflicts of interest, minimize fiscal risk, and develop appropriate firewalls within a single entity performing multiple functions.

VII. CODE OF CONDUCT

The SFWIB and its staff, contractors, sub-recipients, and vendors shall, during the performance of duties, conduct themselves in a manner that is professional, courteous, impartiality, and with integrity when interacting with the public, customers, partners, and officials. SFWIB business shall be conducted utilizing the highest standards and in compliance with all applicable federal, state and local laws and regulations.

VIII. CONFLICT OF INTEREST

Members of the SFWIB shall safeguards its ability to make objective, fair and impartial decisions and shall not accept benefits that may or give the appearance of interfering or influencing a future, pending or reward for a past decision. The SFWIB recognizes that due to the nature of its composition, conflicts of interest and issues concerning the appearance of fairness may arise. As such, members of the SFWIB shall be vigilant and err on the side of caution when a potential, perceived, or real conflict of interest or matter of fairness arises.

Members of the SFWIB shall not use their powers and/or the resources of the Board to benefit themselves, the organization/business a board member represents or that employs the member, affiliates, immediate family members or individual or entity defined as a related party under Definitions, section III (g) and (h) of this policy.

SFWIB members who may have a conflict of interest related to a SFWIB/CareerSource South Florida contact or agreement shall be compelled to disclose the conflict and abstain from voting on decisions impacting the contract or agreement.

A conflict of interest may be real, potential, or perceived; therefore, the same duty to disclose the conflict of interest applies to each instance. Full disclosure does not remove a conflict of interest. If a SFWIB member is not certain whether he or she is in a conflict-

of-interest position, the member may consult the SFWIB ethics officer, who serves as the ethics and public records officer for the board.

IX. CODE OF ETHICS AND TRANSPARENCY

Pursuant to sections 11.062 and 216.347, Florida Statutes, the SFWIB shall not, in connection with this or any other agreement with the state, directly or indirectly:

- A. 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
- B. 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.

The SFWIB shall direct any questions regarding its compliance to the Florida Commission on Ethics or the Miami Dade County – Commission on Ethics and Public Trust.

X. RELATED PARTY

The Reimagining Education and Career Help (REACH) Act (House Bill 1507) serves as the authority for related party contract requirements.

The SFWIB shall 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. Compliance

The SFWIB shall comply with section 445.007(11), Florida Statutes. The SFWIB and its employees shall annually disclose to the DEO any conflict of interest that may arise during the program year or that did arise in the previous program year and was not previously disclosed.

- 1. Prior to entering into any Related Party Contract with any Related Party, the proposed Related Party Contract must be brought before the SFWIB for consideration and approval. The SFWIB shall ensure that the Board member with the conflict abstains from any vote regarding the Related Party Contract.
- 2. If the disclosure was not made prior to the SFWIB meeting because the conflict was unknown prior to the meeting, the Board shall ensure that the disclosure is made at the next scheduled SFWIB meeting after knowledge of the conflict becomes available.

Related party contracts and all applicable supporting documentation that demonstrates adherence to the REACH Act shall be submitted to and approved by the DEO prior to execution of said contracts.

Additionally, all related party contracts shall be approved by a two-thirds vote of the SFWIB as follows:

- 1. A quorum having been established;
- 2. All conflicts of interest must be disclosed before the vote in a manner that is consistent with the procedures outlined in s. 112.3143(4), Florida Statutes; and
- 3. Any member who may benefit from the contract, or whose organization or relative may benefit from the contract, must abstain from the vote.

Related party contracts shall not be included on a consent agenda.

The SFWIB shall ensure the required related party contract forms are completed, dated, executed, and certified prior to contract execution or incurring of expenditures for the fiscal year.

For related party contracts entered into prior to knowledge of a conflict, the SFWIB shall ensure the required forms are completed and filed with the person responsible for recording the SFWIB meeting minutes within 15 days after the disclosure. The disclosure shall be incorporated into the SFWIB meeting minutes at which the oral disclosure was made.

B. Contracting Limits

The SFWIB shall ensure all related party contract comply with the following contracting limits:

1. Related Party Contracts \$10,000 or Greater – the SFWIB shall approved and electronically submit documentation and copies of the completed required forms to the DEO for approval prior to execution. The DEO may, at its sole discretion, disapprove any contract for the SFWIB failure to submit any of the required documents or required forms.
2. Related Party Contracts Less than \$10,000 – prior DEO approval is not required for contracts under \$10,000 between the SFWIB and either a relative (as defined in s. 112.3143(1)(c)) of a SFWIB member or of an employee of the SFWIB, or an employee of the SFWIB; however, such contracts shall be reported to the DEO and CareerSource Florida within 30 days after execution. The SFWIB shall approve and electronically submit a certified board membership roster listing all members on the SFWIB at the time of the vote on the approval of the contract with a vote tally indicating attendance or absence at the meeting. For members of the SFWIB in attendance, the affirmative and negative votes and abstentions for each member, along with completed copies of the required forms must be submitted to the DEO.

All related party contracts approved on or after July 1, 2021, shall be published on the SFWIB website within 10 days after approval by the board or DEO, whichever is later. Such contracts shall remain published on the SFWIB website for at least one year after termination of the contract.

XI. PROHIBITIONS/LIMITATIONS

A. The SFWIB shall not, directly or indirectly, expend either state or federal funds either:

1. For the purpose of lobbying any branch, unit, or instrumentality of the state or federal governments, or
2. For any otherwise allowable purpose which could result in unauthorized lobbying.

B. Related party contracts are prohibited from inclusion on a SFWIB consent agenda.

The SFWIB shall not use federal and state funds directly or indirectly to pay for meals, food, or beverages for members, staff, or employees of the SFWIB, CareerSource Flo

XII. EXCEPTIONS

Exceptions to this policy, or any part thereof, must be approved in writing by the SFWIB Executive Director.

XIII. REVISION HISTORY

There are no revisions to this policy.

XIV. RESCISSIONS/CANCELATIONS

There are no rescissions or cancelations for this policy.

XV. RESOURCES (if applicable)

- A. [Miami Dade County Ethics Code Highlights](#)



SFWIB EXECUTIVE COMMITTEE

DATE: 2/8/2024

AGENDA ITEM NUMBER: 6

AGENDA ITEM SUBJECT: MANDATORY DISCLOSURE OF VIOLATIONS OF CRIMINAL LAW

AGENDA ITEM TYPE: **APPROVAL**

RECOMMENDATION: SFWIB staff recommends to the Executive Committee to recommend to the Board the approval of a new Mandatory Disclosure of Violations of Criminal Law Policy, as set forth below

STRATEGIC GOAL: **STRENGTHEN THE ONE-STOP DELIVERY SYSTEM**

STRATEGIC PROJECT: **Improve service delivery outcomes**

BACKGROUND:

SFWIB staff are Miami-Dade County employees and adhere to all Miami-Dade County policies and regulations. During a 2023 monitoring by Florida Commerce it was noted that the SFWIB needed to have their own separate policies from Miami-Dade County. While the two policies are similar in content, SFWIB is required to have a policy dedicated to workforce staff that is in accordance with the Workforce Innovation and Opportunity Act, the Code of Federal Regulations and the Reimagining Education and Career Help (REACH) Act. The policy is applicable to all SFWIB staff, American Job Center Staff, Service Providers, Youth Service Providers, Training Providers, and partners to ensure the highest standards of ethics and transparency.

The highlights are included in the policy:

- **PURPOSE AND SCOPE:** Provide uniform guidance regarding the governance of contractors and subcontractors regarding any violation of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting federal awards
- **DISCLOSURES:** Within one business day of discovery, disclose in writing to the Federal awarding agency or pass-through entity all violation of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.
- **NONCOMPLIANCE:** Failure to make required disclosures within one business day can result in the imposition of any of the sanctions described in 2 CFR § 200.339
- **TERMINATION PROVISIONS:** failure to comply with federal, state and local laws, regulations or terms and conditions of a Federal award, said failure may cause the Federal awarding agency or the FloridaCommerce to terminate the award in whole or in part.

FUNDING: N/A

PERFORMANCE: N/A

ATTACHMENT



BOARD POLICY

**POLICY
NUMBER
POL 200-2**

| | | | |
|--------------------|---|-----------------|-----|
| Title: | Mandatory Disclosures of Violations of Criminal Law | | |
| Effective: | Feb 15, 2024 | Revised: | N/A |
| Supersedes: | N/A | Version: | 01 |

I. OF INTEREST TO

This policy is applicable to the South Florida Workforce Investment Board (SFWIB) dba CareerSource South Florida (CSSF), SFWIB staff, American Job Centers (AJC), Service Providers, Youth Service Providers, Training Providers, and partners.

II. PURPOSE AND SCOPE

The purpose of the Mandatory Disclosures of Violations of Criminal Law Policy is to provide uniform guidance regarding the governance of contractors and subcontractors regarding any violation of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting federal awards in accordance with 2 CFR § 200.113.

III. BACKGROUND

All Workforce Innovation and Opportunity Act (WIOA) Title I and Wagner-Peyser Act recipients of Federal awards must disclose any criminal violations of law as required. The Federal Acquisition Regulation (FAR) provides policies and procedures for governing the acquisition process for federal agencies. The FAR provides provisions that require contractors and subcontractors to disclose any violations to the Office of the Inspector General (OIG).

IV. STATUTORY AUTHORITIES

- Workforce Innovation and Opportunity Act (WIOA) of 2014, § 183; 184(a)(3)-(4); 184(b)(2)-(3)
- WIOA Final Rule, Code of Federal Regulations (CFR) 20 CFR 683.200(h)
- 2 CFR § [200.1](#); [200.113](#); [200.207](#); [200.338](#); [200.339](#); [200.340](#); [200.341](#)
- Federal Register (2022, January 20). Office of Management and Budget. <https://www.federalregister.gov/agencies/management-and-budget-office>

V. DEFINITIONS

- A. Disclosure – means the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information.

Approved By:
Rick Beasley, Executive Director

- B. 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.
- C. Federal Acquisition Regulation (FAR) – means the primary regulation for use by all executive agencies in their acquisition of supplies and services with appropriated funds. The FAR also contains standard solicitation provisions and contract clauses and the various agency FAR supplements.
- D. Federal Award - means an award of Federal financial assistance that a non-Federal entity or Federal agency received from a Federal awarding agency.
- E. Federal Awardee Performance and Integrity Information System (FAPIIS) - means a database that contains information to support award decisions as required by the Federal Acquisition Regulation (FAR).
- F. Federal Awarding Agency - means the Federal agency (e.g., U.S. Department of Labor, Health and Human Services, Education, etc.) that provides a Federal award directly to a non-Federal entity.
- G. Mandatory Disclosure - means information disclosure which is provided in accordance with requirements of applicable federal, state and local laws, regulations and policies.
- H. Non-Federal Entity - means a state, local government, Indian tribe, Institution of Higher Education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient. For purposes of this policy, state means the Florida Department of Commerce (FloridaCommerce).
- I. Office of Management and Budget (OMB) – is the largest office within the Executive Office of the President of the United States (EOP). The OMB evaluates, formulates, and coordinates management procedures and program objectives within and among Federal departments and agencies. It also controls the administration of the Federal budget, while routinely providing the President with recommendations regarding budget proposals and relevant legislative enactments.
- J. Pass-Through Entity (PTE) - means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a federal program.
- K. Recipient – means an entity, usually but not limited to non-Federal entities that receives a Federal award directly from a Federal awarding agency. This term also includes a non-Federal entity who administers Federal financial assistance awards on behalf of a Federal agency. The term recipient does not include sub recipients or individuals that are beneficiaries of the award.
- L. Subaward - means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.
- M. Subrecipient - means an entity, usually but not limited to non-Federal entities, that receives a subaward from a pass-through entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

N. System for Award Management (SAM or SAM.gov) – means the Federal repository into which a recipient must provide information required for the conduct of business as a recipient.

VI. DISCLOSURES

Pursuant to 2 CFR § 200.113, the SFWIB and its contractors shall, within one business day of discovery, disclose in writing to the Federal awarding agency or pass-through entity all violation of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Additionally, the SFWIB shall disclose any other on-going civil or criminal litigation, investigation, arbitration, or administrative proceedings to SAM (currently FAPIIS).

Failure to make the required disclosures can result in any of the remedies for non-compliance described in 2 CFR § 200.339. The Federal awarding agency or the Florida Department of Commerce (FloridaCommerce). FloridaCommerce may impose additional conditions, as described in 2 CFR § 200.208.

VII. SUBMISSIONS

Upon being informed of or discovering a violation of criminal law, in accordance with 2 CFR § 200.113, the SFWIB shall disclose in writing the offense to the Office of the Inspector General.

VIII. NONCOMPLIANCE

Failure to make required disclosures within one business day can result in the imposition of any of the sanctions described in 2 CFR § 200.339. Additional remedies for noncompliance can include specific conditions as described in 2 CFR § 200.208 and include provisions for requiring additional, more detailed financial reports, further project monitoring, and establishing additional prior approvals.

If the Federal awarding agency or the FloridaCommerce determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or the FloridaCommerce may take one or more of the following actions, as deemed appropriate for the circumstance:

1. Disallowance all or part of costs incurred.
2. Withholding all or part of payments.
3. Wholly or partly suspend or terminate the award or agreement.
4. Suspension or debarment as authorized under 2 CFR part 180 and Federal awarding agency regulations.
5. Withhold further Federal awards for the project or program.
6. Take other available legal remedies.

IX. TERMINATION PROVISIONS

If the SFWIB fails to comply with federal, state and local laws, regulations or terms and conditions of a Federal award, said failure may cause the Federal awarding agency or the FloridaCommerce to terminate the award in whole or in part as described in 2 CR § 200.340.

The Federal awarding agency or the FloridaCommerce clearly and unambiguously specify termination provisions applicable to each Federal award, in applicable regulations or in the award, consistent with 2 CR § 200.340.

Should the federal award be terminated prior to the end of the period of performance due to the SFWIB's material failure to comply with the terms and conditions of the award, the Federal awarding agency or the FloridaCommerce shall report the termination to the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS), as described in Pursuant to 2 CFR 200.340(5)(c-d) and 200.341.

X. EXCEPTIONS

Exceptions to this policy, or any part thereof, must be approved in writing by the SFWIB Executive Director.

XI. REVISION HISTORY

There are no revisions to this policy.

XII. RESCISSIONS/CANCELATIONS

There are no rescissions or cancelations for this policy.



SFWIB EXECUTIVE COMMITTEE

DATE: 2/8/2024

AGENDA ITEM NUMBER: 7

AGENDA ITEM SUBJECT: WHISTLEBLOWER POLICY

AGENDA ITEM TYPE: **APPROVAL**

RECOMMENDATION: SFWIB staff recommends to the Executive Committee to recommend to the Board the approval of a new Whistleblower Policy, as set forth below

STRATEGIC GOAL: **STRENGTHEN THE ONE-STOP DELIVERY SYSTEM**

STRATEGIC PROJECT: **Improve service delivery outcomes**

BACKGROUND:

SFWIB staff are Miami-Dade County employees and adhere to all Miami-Dade County policies and regulations. During a 2023 monitoring by Florida Commerce it was noted that the SFWIB needed to have their own separate policies from Miami-Dade County. While the two policies are similar in content, SFWIB is required to have a policy dedicated to workforce staff that is in accordance with the Workforce Innovation and Opportunity Act, the Code of Federal Regulations and the Reimagining Education and Career Help (REACH) Act. The policy is applicable to all SFWIB staff, American Job Center Staff, Service Providers, Youth Service Providers, Training Providers, and partners to ensure the highest standards of ethics and transparency.

The highlights are included in the policy:

- **PURPOSE AND SCOPE:** To uphold the law and protect SFWIB members and staff, contractors, vendors, and other stakeholders who know of fraud, waste, abuse, misconduct, or illegal activity in County government.
- **WHISTLEBLOWER PROTECTION:** Seeks to ensure that local government employees who have knowledge of unlawful activity, misfeasance, malfeasance, waste, or fraud by the Agency, County, cities or independent contractors, report such knowledge to the appropriate authorities for investigation and corrective action.
- **CONFIDENTIALITY:** The identity of such individuals shall be confidential and exempt from the provisions of the public records laws to the fullest extent permitted by, and in accordance with the law including, but not limited to, the confidentiality requirements and exemptions set forth in sections 119.0713 and 112.3188 of the Florida Statutes.

- **EMPLOYEES AND PERSONS PROTECTED:** The SFWIB shall not retaliate against a whistleblower. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action(s).

FUNDING: N/A

PERFORMANCE: N/A

ATTACHMENT



BOARD POLICY

**POLICY
NUMBER
POL 200-3**

| | | | |
|--------------------|--|-----------------|-----|
| Title: | Whistleblower (Employee Protection Complaints) | | |
| Effective: | Feb 15, 2024 | Revised: | N/A |
| Supersedes: | N/A | Version: | 01 |

I. OF INTEREST TO

This policy is applicable to the South Florida Workforce Investment Board (SFWIB) dba CareerSource South Florida (CSSF), SFWIB staff, American Job Centers (AJC), Service Providers, Youth Service Providers, Training Providers, vendors, and partners.

II. PURPOSE AND SCOPE

The purpose of the Whistleblower Policy is to uphold the law and protect SFWIB members and staff, contractors, vendors, and other stakeholders who know of fraud, waste, abuse, misconduct, or illegal activity in County government and have the courage to report it.

III. BACKGROUND

In order to ensure the highest standards of ethics and protection, the SFWIB shall abide by all federal, state, and local laws, regulations, policies, and procedures. In order to accomplish its purpose, the SFWIB requires its staff, partners, contractors, vendors, and individuals or representatives of organizations entrusted with public funds, to adopt and abide by all applicable federal, state and local laws and regulations and to conduct themselves in the manner described herein. Reasonable modifications to this policy may be made as needed or requested by the Florida Department of Commerce (FloridaCommerce) or Chief Local Elected Official (CLEO).

IV. STATUTORY AUTHORITIES

- Florida Statutes (FS) Sections [112.3187-112.31895](#)
- Miami Dade County, Florida Code of Ordinances, [07-63](#); [2-56.28.11- 2-56.28.24](#); [Article LXXI 2-967.1– 2-967.10.1](#)
- Federal Register

V. DEFINITIONS

- A. Adverse Personnel Action – shall mean the discharge, suspension, transfer, or demotion of any employee or the withholding of bonuses, the reduction in salary or benefits, or any other adverse action taken against an employee within the terms and conditions of employment by the County.

Approved By:
Rick Beasley, Executive Director

- B. Anonymity – means that the person making the complaint declines to give his or her name.
- C. Confidentiality – means that the name of the individual making the complaint will not be revealed during the course of the whistleblowing investigation.
- D. County – means all Miami-Dade County departments, and all political subdivisions and special districts under the County Commission's legislative authority.
- E. Employee – shall mean a person who performs services for, and under the control and direction of, the County for wages or other remuneration.
- F. Independent Contractor – shall mean a person, other than a federal, state, or local government entity, engaged in any business and who enters into a contract with the County.
- G. Retaliation – means any adverse action taken against an individual for engaging in a protected activity.
- H. Whistleblower – means an employee who:
 1. Discloses information on their own initiative in a signed and written complaint;
 2. Is requested to participate in an investigation or hearing conducted by a local, state or federal agency with authority to investigate or remedy the violation; or
 3. Refuses to participate in acts prohibited by the Whistleblower Act.
- I. Whistleblowing – means a disclosure that the individual reasonably believes is evidence of fraud, mismanagement, abuse, waste of federal funds, or a violation of law, rule, or regulation related to a contract or grant.

VI. WHISTLEBLOWER PROTECTION

The SFWIB shall adopt, operate under, and abide by the Miami-Dade County, Florida Employee Protection Ordinance (2.56.11-2.56.18) also known as the “Whistleblower” ordinance as well as all applicable federal, state, and local laws, regulation, policies and procedures. The Ordinance protects County employees who know of fraud, waste, abuse, misconduct, or illegal activity in County government and have the courage to report it.

The Miami Dade County (County) Employee Protection (Whistleblower) Ordinance, seeks to ensure that local government employees who have knowledge of unlawful activity, misfeasance, malfeasance, waste, or fraud by the County, cities or independent contractors, report such knowledge to the appropriate authorities for investigation and corrective action.

In order to encourage County employees to report such information without fear of reprisal, the Whistleblower Ordinance seeks to prohibit adverse action against an employee for disclosing such information to an appropriate official or agency and to award such employees when the information they disclose leads to the County's recovery of public funds.

VII. REPORTING

The SFWIB shall ensure that all reporting avenues are suitable and accessible for anyone who may need to use it to report unethical conduct and other forms of public corruption. An individual that suspects wrongdoing should be able to make a disclosure with as few

barriers as possible. The SFWIB shall offer both written and verbal means of reporting incidents, which is integral to the process.

A. Type of Information Disclosed

The information disclosed shall include, but may not be limited to:

1. Any violation or suspected violation of any federal, state or local law, rule or regulation committed by an employee or agent of the County or independent contractor which creates and presents a substantial and specific danger to the public's health, safety or welfare; or
2. Any act or suspected act of gross mismanagement, malfeasance, misfeasance, gross waste of public funds, or gross neglect of duty committed by an employee or agent of the County or an independent contractor.

Individuals who would like to report an incident shall follow the steps outlined by the County Ethics Commission or the SFWIB Whistleblower Procedures.

Methods of Disclosure

The information must be disclosed to the Office of Inspector General, the County Mayor, or such official or officials as the Mayor may designate to receive such information on his or her behalf, or the County Commission on Ethics and Public Trust through its hotline or website, written and signed correspondence or in person.

Any information that complies with [section 2-56.28.14](#), that is disclosed to the Mayor, Mayor's designee, or to the County Commission on Ethics and Public Trust, may, at the discretion of the Mayor, the Mayor's designee or the County Commission on Ethics and Public Trust, be forwarded to the Office of the Inspector General for investigation. The Inspector General shall make a determination whether an investigation by the Inspector General is necessary.

VIII. CONFIDENTIALITY

The Board of County Commissioners intends for the protections of state law to be afforded to any individual who discloses information in compliance with this division to the local officials set forth in this division. The identity of such individuals shall be confidential and exempt from the provisions of the public records laws to the fullest extent permitted by, and in accordance with the law including, but not limited to, the confidentiality requirements and exemptions set forth in sections [119.0713](#) and [112.3188](#) of the Florida Statutes.

Once disclosed, the identity of the County employee will remain confidential even after the case is closed. If a County employee's identity is known and the employee feels he or she has been retaliated against through an adverse personnel action, the employee may:

- A. Appeal the adverse personnel action to a hearing examiner or Human Resources;
- B. After exhausting his or her administrative remedies, file a sworn complaint with the County Ethics Commission.

Whistleblower protection cannot be offered to anonymous accusers due to the need to ask follow-up questions during the investigation.

IX. EMPLOYEES AND PERSONS PROTECTED

The SFWIB shall not retaliate against a whistleblower. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action(s).

Adverse Personnel Actions

- A. Termination
- B. Suspension
- C. Transfer or demotion
- D. Reduction in salary or benefits
- E. Poor work assignments
- F. Threats of physical harm

Personnel Actions Not Considered Adverse

- A. Personnel grievances
- B. Issue involving an individual's employment rights
- C. Policy disagreements

The appropriate method for resolving complaints not covered under the whistle blower category (i.e., personnel grievances and issues involving employment rights) is through the County's grievances procedures and other employee complaint procedures.

The SFWIB shall ensure staff are trained on this policy and prohibitions against retaliation in accordance with this policy and all applicable federal, state, and local laws, regulations, policies, and procedures.

X. DETERMINATIONS/FINDINGS

If the County Ethics Commission determines that a County employee was retaliated against for blowing the whistle, the violator may be subject to:

- A. Public reprimand
- B. Fine
- C. Disciplinary action, including dismissal from employment

XI. PROHIBITIONS/LIMITATIONS

- A. The SFWIB shall not, with the intent to retaliate, take any action harmful to any employee who has provided to law enforcement personnel or a court truthful information relating to the commission or possible commission by non-profit or any of its employees of a violation of any applicable law or regulation.
- B. The SFWIB shall not discharge, demote, or otherwise discriminate against any individual who files a compliant or makes a whistleblower claim.
- C. Whistleblowing is not a means for furthering personal vendettas, circulating malicious rumors to defame someone, or making other types of baseless complaints. Individuals who do not identify themselves to the appropriate public authority and whose complaints prove to be false, frivolous, or made in bad faith will be subject to

disciplinary actions. Any person found to have made a frivolous complaint may be liable for hearing costs and attorney's fees.

XII. EXCEPTIONS

Exceptions to this policy, or any part thereof, must be approved in writing by the SFWIB Executive Director.

XIII. REVISION HISTORY

There are no revisions to this policy.

XIV. RESCISSIONS/CANCELATIONS

There are no rescissions or cancelations for this policy.



SFWIB EXECUTIVE COMMITTEE

DATE: 2/8/2024

AGENDA ITEM NUMBER: 8

AGENDA ITEM SUBJECT: LOBBYING PROTECTION POLICY

AGENDA ITEM TYPE: **APPROVAL**

RECOMMENDATION: SFWIB staff recommends to the Executive Committee to recommend to the Board the approval of a new Lobbying Protection Policy, as set forth below

STRATEGIC GOAL: **STRENGTHEN THE ONE-STOP DELIVERY SYSTEM**

STRATEGIC PROJECT: **Improve service delivery outcomes**

BACKGROUND:

SFWIB staff are Miami-Dade County employees and as such adhere to all county policies and regulations. During a 2023 monitoring by Florida Commerce it was noted that the SFWIB needed to have their own separate policies from Miami-Dade County. While the two policies are similar in content, SFWIB is required to have a policy dedicated to workforce staff that is in accordance with the Workforce Innovation and Opportunity Act, the Code of Federal Regulations and the Reimagining Education and Career Help (REACH) Act. The policy is applicable to all SFWIB staff, American Job Center Staff, Service Providers, Youth Service Providers, Training Providers, and partners to ensure the highest standards of ethics and transparency.

The highlights are included in the policy:

- **LOBBYING:** The SFWIB shall ensure staff are trained on this policy and all applicable prohibitions in accordance with this policy and all applicable federal, state, and local laws, regulations, policies, and procedures.
- **REGISTRATION:** The SFWIB shall require all lobbyists to register with the Clerk of the Board of County Commissioners within five (5) business days of being retained as a lobbyist or before engaging in any lobbying activities, whichever shall come first.
- **CONFIDENTIAL INFORMATION:** Section 2-11.1(h) of the County Ethics Code provides that, “No person...shall disclose confidential information...gained through his or her official position with the County, nor shall he or she ever use such information, directly or indirectly, for his or her personal gain or benefit.”

- **PROHIBITIONS/LIMITATION:** A reporting individual or procurement employee is prohibited from soliciting an honorarium which is related to the reporting individual's or procurement employee's public office or duties.

FUNDING: N/A

PERFORMANCE: N/A

ATTACHMENT



BOARD POLICY

**POLICY
NUMBER
POL 200-4**

| | | | |
|--------------------|----------------------|-----------------|-----|
| Title: | Lobbying Prohibition | | |
| Effective: | Feb 15, 2025 | Revised: | N/A |
| Supersedes: | N/A | Version: | 01 |

I. OF INTEREST TO

This policy is applicable to the South Florida Workforce Investment Board (SFWIB) dba CareerSource South Florida (CSSF), SFWIB staff, American Job Centers (AJC), Service Providers, Youth Service Providers, Training Providers, vendors, and partners.

II. PURPOSE AND SCOPE

The purpose of the Lobbying Prohibition Policy is to provide uniform guidance regarding any individual or entity who appears as a lobbyist on behalf of a corporation, partnership or other entity.

III. BACKGROUND

In order to ensure the highest standards of ethics and protection, the SFWIB shall abide by all federal, state, and local laws, regulations, and policies. In order to accomplish its purpose, the SFWIB requires its staff, partners, contractors, vendors, and individuals or representatives of organizations entrusted with public funds, to adopt and abide by all applicable federal, state and local laws and regulations and to conduct themselves in the manner described herein. Reasonable modifications to this policy may be made as needed or requested by the Florida Department of Commerce (FloridaCommerce) or Chief Local Elected Official (CLEO).

IV. STATUTORY AUTHORITIES

- Workforce Innovation and Opportunity Act (WIOA), § 195
- 20 Code of Federal Regulations (CFR) [683.200\(e\)](#); 29 CFR [Part 93](#); and [34 CFR Part 82](#)
- Florida Statutes (FS) Sections [11.045](#); [11.062](#); [112.3122](#); [112.3148](#); [112.3149](#); [112.3215](#)
- Miami Dade County, Florida Code of Ordinances, Chapter 2-Administration, Article I- In General, [Section 2-11.1](#) (Conflict of Interest and Code of Ethics Ordinance)
- Miami Dade County Commission on Ethics & Public Trust [Two-Year Rule \(Post Employment Restrictions\)](#)

V. DEFINITIONS

| | |
|--|--|
| Approved By: Rick Beasley, Executive Director | |
|--|--|

- A. Compensation – means a payment, distribution, loan, advance, reimbursement, deposit, salary, fee, retainer, or anything of value provided or owed to a lobbying firm, directly or indirectly, by a principal for any lobbying activity.
- B. Honorarium – means a payment of money or anything of value, directly or indirectly, to a reporting individual or procurement employee, or to any other person on his or her behalf, in consideration for:
 - 1. A speech, address, oration, or other oral presentation by the reporting individual or procurement employee, regardless of whether presented in person, recorded, or broadcast over the media;
 - 2. A writing by the reporting individual or procurement employee, other than a book, which has been or is intended to be published.
- C. Lobbyist – means all persons, firms, or corporations employed or retained by a principal who seeks to encourage the passage, defeat, or modifications of (1) ordinance, resolution, action or decision of the Miami Dade County Commission; (2) any action, decision, recommendation of the County Manager or any County board or committee; or (3) any action, decision or recommendation of County personnel during the time period of the entire decision-making process on such action, decision or recommendation which foresee ably will be heard or reviewed by the state, county commission, or a county board or committee .
- D. Person – means individuals, firms, associations, joint ventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations, and all other groups or combinations.
- E. Principal – means the president of a corporation; owner, president or chief shareholder of a corporation, or an individual who has been designated or who has the apparent authority to make final decisions on behalf of the corporate entity who is engaged in lobbying activities; or a member of the corporate board engaged in lobbying who has been appointed by the corporation to serve as its representative during negotiations or lobbying activities.
- F. Procurement Employee – means any employee of an officer, department, board, commission, council, or agency of the executive branch or judicial branch of state government who has participated in the preceding 12 months through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, or auditing or in any other advisory capacity in the procurement of contractual services or commodities as defined in F.S. [287.012](#), if the cost of such services or commodities exceeds \$10,000 in any fiscal year.
- G. Vendor – means a business entity doing business directly with an agency, such as renting, leasing, or selling any realty, goods, or services.

VI. LOBBYING

The SFWIB shall adopt, operate under, and abide by the Miami-Dade County, Florida Lobbying Ordinance as well as all applicable state and federal laws, regulations, policies, and procedures.

The SFWIB shall ensure staff are trained on this policy and all applicable prohibitions in accordance with this policy and all applicable federal, state, and local laws, regulations, policies, and procedures.

A. Activities

Lobbying activities are applicable to the entire decision-making process and includes, but may not be limited to:

1. Face-to-face communications
2. In meetings (physical or electronic)
3. Telephone conversation(s)
4. Email exchanges

B. Two Year Rule

The County Ethics Code, section 2-11.1(q), provides that no person who has served as an elected County official, departmental personnel, or employee shall, for a period of two years after his or her County service has ceased, lobby any County officer, departmental personnel or employee, in connection with any judicial or other proceeding, application, Request For Proposal, Request For Quote, bid, request for ruling or other determination, contract, claim, controversy, charge or accusation in which Miami-Dade County or one of its agencies or instrumentalities is a party or has an interest whatever, direct or indirect.

After officially leaving Miami Dade County (County) employment, an employee, officer, department personnel may work for a County vendor and/or serve as principals of companies; however, the individual shall not lobby the County for a minimum of two years after leaving said employment.

Lobbying by former County officials or employees includes communications intended to influence a County decision even when that decision will not be reviewed by a County Commission, board, or committee.

Exceptions: The post-employment restriction shall not apply to former officials, personnel or employees who become employed by government entities, 501(c)(3) non-profit entities, or educational institutions or entities, and who lobby on behalf of these entities in an official capacity.

The two-year period begins when the County employee has officially separated from the County. The two-year period is calculated beginning on the day after the last day that the employee receives benefits or compensation from the County or municipality (e.g., payments for accrued vacation time, sick time, insurance, etc.).

A former employee who was stripped of decision-making authority and took leave before formally separating from the County is still considered an employee while on leave.

VII. REGISTRATION

Individuals seeking information regarding lobbyist registration forms, information and to register as a County lobbyist should do so via the Miami Dade County Clerk of the Board's Lobbyist Online Registration and Information System (LORIS).

The SFWIB shall require all lobbyists to register with the Clerk of the Board of County Commissioners within five (5) business days of being retained as a lobbyist or before engaging in any lobbying activities, whichever shall come first.

An employee who lobbies shall be required to register as a lobbyist and pay the required registration and training fee.

Attorneys meeting with county personnel during the procurement process are required to register, unless the communication is strictly limited to legal matters and is not intended to influence the decision.

VIII. CONFIDENTIAL INFORMATION

Section 2-11.1(h) of the County Ethics Code provides that, "No person...shall disclose confidential information...gained through his or her official position with the County, nor shall he or she ever use such information, directly or indirectly, for his or her personal gain or benefit." Therefore, former employees should be mindful that if the service they provide to their new employer is related to the work they performed for the County, the former employee should consider whether he or she has access to confidential information through his or her County service which may provide an advantage to the new employer's dealings with the County.

IX. PROHIBITIONS/LIMITATIONS

- A. Lobbying is prohibited if the person is not properly registered.
- B. County officials, staff, or employees may inquire about post-employment status of any person and shall not meet with any former employee if they believe they will be lobbied.
- C. A reporting individual or procurement employee is prohibited from soliciting an honorarium which is related to the reporting individual's or procurement employee's public office or duties.
- D. A reporting individual or procurement employee is prohibited from knowingly accepting an honorarium from a political committee, as defined in F.S. [106.011](#), from a vendor doing business with the reporting individual's or procurement employee's agency, from a lobbyist who lobbies the reporting individual's or procurement employee's agency, or from the employer, principal, partner, or firm of such a lobbyist.

X. EXCEPTIONS

Exceptions to this policy, or any part thereof, must be approved in writing by the SFWIB Executive Director.

XI. REVISION HISTORY

There are no revisions to this policy.

XII. RESCISSIONS/CANCELATIONS

There are no rescissions or cancelations for this policy.