



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

CareerSource South Florida  
7300 Corporate Center Drive  
Miami, Florida 33126

The public may view the session online. **Registration is required:**  
[https://us02web.zoom.us/webinar/register/WN\\_ISSH7LAzTdywsrtfD2Q3IA](https://us02web.zoom.us/webinar/register/WN_ISSH7LAzTdywsrtfD2Q3IA)

**AGENDA**

1. Call to Order and Introductions
2. Approval of Executive Committee Meeting Minutes
  - A. July 11 2024
3. Information – Board Member Resignation
4. Information – Grantee / Sub-Grantee Agreement
5. Recommendation as to Approval of the Updated SFWIB By-Laws
6. Recommendation as to Approval of the revised One Stop Operator Memorandum of Understanding

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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**

**DATE:** 8/8/2024

**AGENDA ITEM:** 2A

**AGENDA TOPIC:** MEETING MINUTES

**SFWIB EXECUTIVE COMMITTEE MEETING MINUTES**

**DATE:** July 11, 2024

**LOCATION:** CareerSource South Florida  
7300 Corporate Center Drive, Suite 500  
Conference Room 2  
Miami, FL 33126

**ZOOM:** [https://us02web.zoom.us/webinar/register/WN\\_ISSH7LAzTdywsrtfD2Q3IA](https://us02web.zoom.us/webinar/register/WN_ISSH7LAzTdywsrtfD2Q3IA)

1. **CALL TO ORDER:** Vice-Chairman del Valle called to order the regular meeting of the SFWIB Executive Committee Meeting at 8:22AM on July 11, 2024.
2. **ROLL CALL:** 7 members; 4 required; 6 present: Quorum established.

<b>SFWIB EXECUTIVE COMMITTEE MEMBERS PRESENT</b>	<b>SFWIB MEMBERS ABSENT/EXCUSED</b>	<b>SFWIB STAFF</b>
del Valle, Juan-Carlos, Vice-Chairman Canales, Dequasia Chi, Joe Gibson, Charles, Chair (Zoom) Loynaz, Oscar, M.D.	Ferradaz, Gilda Roth, Thomas “Tom” (Excused)	Beasley, Rick Bennett, Renee Morgan, Ebony (Zoom) Smith, Robert Parson, Robert Perrin, Yian  <b>ADMINISTRATION/IT</b> Gonzalez, Yoandy McFarland, Cassandra
<b>OTHER ATTENDEES</b>		

Agenda items are displayed in the order they were discussed.

## 2A. Approval of Executive Committee Meeting Minutes – May 8, 2024

Vice Chairman del Valle presented agenda item 2A. June 13, 2024 Executive Committee Meeting minutes for review in advance of approval.

**Motion** for approval by Mr. Chi; Ms. Canales seconded; **motion is passed without dissent.**

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

## 3. Information – WIOA Four-Year Plan 2025-2029

Vice-Chairman del Valle introduced the item; Mr. Beasley informed the Executive Committee members that the Florida Department of Commerce has recently released guidelines for the development of the 2025-2029 WIOA Four-Year Plan for Region 23. In accordance with 20 Code of Federal Regulations (CFR) 679.500 and 20 CFR 679.540, the Workforce Innovation and Opportunity Act (WIOA) requires that each local workforce development board, in collaboration with their respective Chief Local Elected Official (CLEO), submit a plan that outlines the methods by which each local workforce development system will achieve the objectives of WIOA. The plan must also be consistent with the goals and intentions of the state board throughout the same period.

He provided a concise overview of the eight strategic areas that the local plan must address and during the overview and informed those present that SFWIB staff will be conducting a series of town hall meetings to garner feedback from key stakeholders and members of the public. Upon its completion, the plan will be submitted to the board for review and final approval. Lastly, Mr. Beasley discussed the implementation of new tools to increase placement rates, the broadband initiative at Miami-Dade College, and plans to reduce costs.

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

Vice-Chairman del Valle elected to advance items that require approval to the front of the agenda to ensure quorum is maintained, as Chairman Gibson will be unable to attend the meeting in its entirety.

## 7. Approval – Revision of South Florida Workforce Investment Board Bylaws

Vice-Chairman del Valle introduced the item; Mr. Beasley further presented the revised SFWIB bylaws.

He further explained that Monroe County has successfully transitioned from Region 23 to Region 24, Southwest Florida. In addition, the Miami-Dade County Board of County Commissioners and Mayor Cava Levine have approved the new governance structure, which was established under Article LXVII of chapter 2 of the Code of Miami-Dade County, Florida, in June 2024. To ensure that our bylaws are consistent with the changes that have been



implemented, CSSF staff has made further adjustments to the bylaws removing of all references to Monroe County.

**Motion** for approval to recommend the revised bylaws to the full board presented by Dr. Loynaz; Chairman Gibson seconded; **motion is passed without dissent.**

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

## 8. Related Party Training Vendor Agreements

Vice-Chairman del Valle introduced the item; Mr. Beasley presented the item, establishing that Training Vendor Agreements that may constitute a conflict of interest for members of the SFWIB must be submitted to the board for approval. Said conflict must be disclosed by submitting a Related Party Contract Form, which will require subsequent approval by the Florida Department of Commerce. At present, there are four training vendors that may present a conflict of interest for board members:

- The District Board of Trustees of Miami Dade College (MDC)
- Miami-Dade County Public Schools (M-DCPS)
- Technology Trade Group, Inc. d/b/a Atlantis University
- The Academy of South Florida, Inc.

Training vendor contracts will be presented to the SFWIB during the August 2024 meeting.

**Motion** for approval to recommend the related party training vendor agreements to the full board presented by Mr. Chi; Ms. Canales seconded; **motion is passed without dissent.**

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

## 4. Information – ITA Expenditure Requirement Waiver

Vice-chairman del Valle introduced the item; Mr. Beasley advised of a revision to Administrative Policy 074 – Individual Training Account (ITA) Expenditure Requirements and Waiver Request Process. This revision mandates that local workforce development boards allocate and expend a minimum of 50% of the WIOA Adult and Dislocated Worker formula funds. The automatic waiver that each area was permitted to claim for the fiscal year was eliminated by the policy change, and is now determined by a sliding scale established by the Florida Department of Commerce's Bureau of Financial Management. Each local board's budget must include waiver percentages when it is submitted to the Florida Department of Commerce.

The budget for Program Year 2024-2025 was approved by the SFWIB on June 20, 2024. A waiver request was included in the approved PY24-25 budget to allocate 40% of the WIOA dollars for training. SFWIB staff will finalize the waiver request for Mayor Levin Cava's approval in advance of SFWIB's budget submission to FloridaCommerce.

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

## **5. Information – WIOA Reauthorization – Senate HELP Committee Legislation**

Vice-Chairman del Valle introduced the item. Mr. Beasley provided an update on the Stronger Workforce for America Act, a WIOA-related legislation that was passed by the House in April 2024. The Senate Committee on Health, Education, Labor, and Pensions (HELP) is currently reviewing and discussing the legislation.

In addition, Mr. Beasley gave an update on the PLA pilot program currently underway with CAEL which will include Miami Dade College and Atlantis University.

There was further discussion around the PLA process, the working poor, and possible ways students can afford to participate in the program (tax credits for employers, earned income tax credits or other federal legislation to address the benefits cliff, etc.).

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

## **6. Information – New Workforce Area Designation**

Vice-Chairman del Valle introduced the item; Mr. Beasley advised that FloridaCommerce, Bureau of One-Stop and Program Support issued a memorandum requiring all workforce boards to submit a New or Subsequent Local Workforce Development Area (LWDA) Designation form and LWDA composition rosters to Florida Commerce. As the SFWIB was impacted by the realignment/consolidation of counties, in accordance with the REACH Act, CSSF staff is required to submit a request for designation as a new LWDA.

Furthermore, Mr. Beasley shared that CSSF staff submitted a draft LWDA New Designation Form to Florida Commerce in May 2024 along with a request for a temporary waiver to allow the transition of Monroe County to LWDA 24 to be finalized, including the approval of the ordinance re-establishing the board and the re-appointment of its members. Now that the process is complete, CSSF staff will submit the New or Subsequent Local Workforce Development Area (LWDA) Designation Form to Chairman Gibson for approval before submitting it to the CLEO for final authorization.

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



## **New Business – Florida Commerce Private Broadband Workforce Development Working Group Roundtable**

Mr. Beasley shared an update on the Broadband Workforce Development Roundtable which took place on Wednesday, July 10, 2024. The State awarded over \$400k to Miami Dade College for its Broadband Initiative. Additionally he reminded the Committee that the SFWIB was similarly awarded \$1.2M to create a tech center in the downtown library. We are slated to launch in February of 2025.

With no further business presented to the Committee, the meeting adjourned at 9:21 am.

DRAFT



## **SFWIB EXECUTIVE COMMITTEE**

**DATE:** 8/8/2024

**AGENDA ITEM NUMBER:** 3

**AGENDA ITEM SUBJECT:** SOUTH FLORIDA WORKFORCE INVESTMENT BOARD MEMBER RESIGNATION

**AGENDA ITEM TYPE:** **INFORMATIONAL**

**RECOMMENDATION:** N/A.

**STRATEGIC GOAL:** **STRONG WORKFORCE SYSTEM LEADERSHIP**

**STRATEGIC PROJECT:** **Strengthen workforce system accountability**

### **BACKGROUND:**

On July 18, 2024, the Executive Director received a notice of Board of resignation from Mr. William Diggs, who represented Business and Economic Development interests in the local workforce region and was a committee member of the Performance Council. In accordance with Section 3.3: Board Member Recruiting, Vetting and Nominating of the SFWIB Bylaws, the Executive Director is required to inform the Chief Local Elected Official and the Executive Committee of any board resignations that have been received.

Within three days of receipt, the Executive Director will notify the Chief Local Elected Official and the Executive Committee of a resignation. Upon consulting with the Executive Director, the CLEO will determine whether and when the vacancy will be filled. Once a decision has been made to fill the open board seat, the Executive Director will work with the Executive Committee to identify eligible candidates within a 15-day period from the date of notification.

If the vacancy is from the Economic Development Board membership category, the CLEO or Executive Committee shall solicit nominations from both public and private local economic development agencies.

**FUNDING:** N/A

**PERFORMANCE:** N/A

*NO ATTACHMENT*



## **SFWIB EXECUTIVE COMMITTEE**

**DATE:** 8/8/2024

**AGENDA ITEM NUMBER:** 4

**AGENDA ITEM SUBJECT:** GRANTEE/SUB-GRANTEE AGREEMENT

**AGENDA ITEM TYPE:** **INFORMATIONAL**

**RECOMMENDATION:** N/A

**STRATEGIC GOAL:** **STRONG WORKFORCE SYSTEM LEADERSHIP**

**STRATEGIC PROJECT:** **Strengthen workforce system accountability**

### **BACKGROUND:**

Every three years, each of Florida's 24 workforce boards enters into a Grantee/Sub-Grantee Agreement with Florida Commerce, formerly known as the Florida Department of Economic Opportunity (DEO). This agreement specifies the requirements that each local workforce board must adhere to in order to receive workforce funding.

The current Grantee/Sub-Grantee Agreement for Local Workforce Development Board (LWDB) 23 was signed on June 3, 2021, and is set to terminate on May 15, 2024. However, on April 18, 2024, Florida Commerce extended the agreement until August 31, 2024.

On July 18, the South Florida Workforce Investment Board (SFWIB) received the final draft of the 2024-2027 Grantee/Sub-Grantee Agreement. This draft has been reviewed and approved by the Miami-Dade County Attorney's Office. A thorough review of the entire agreement has been conducted, and the sections are listed below.

- Section 1. Definitions and Acronyms
- Section 2. Term and Expiration
- Section 3. Fiscal and Administrated Controls
  - Reduction or Suspension of Funding
  - Recoupment
  - Overpayments
  - Discovery of Overpayments
- Section 4. Performance, Reporting, Monitoring, and Auditing
- Section 5. The Board's One-Stop Delivery System
- Section 6. Services Delivered by Florida Commerce Staff within the Board's One-Stop Delivery System
- Section 7. Open Government and Confidentiality
- Section 8. Background Screenings



- Section 9. Local Plan and Assurances
- Section 10. Procurement
- Section 11. Compensation and Travel
- Section 12. Board Governance, Responsibilities, and Transparency
- Section 13. Ethics
- Section 14. Local Board Composition, Board Member Selection and Training
- Section 15. Related Parties
- Section Additional Provisions
- Section 17. Services to Individuals with Disabilities
- Section 18. Service to Individual with Limited English Proficiency
- Section 19. Response to Customer Service Complaints
- Section 20. Liaisons
- Section 21. Required Local Positions
- Section 22. Construction; Interpretation
- Section 23. Preservation of Remedies; Severability; Right to Set-Off
- Section 24. Entire Agreement; Amendment; Waiver

Please find attached the full draft agreement for your review.

**FUNDING:** N/A

**PERFORMANCE:** N/A

*ATTACHMENT*

**AGREEMENT**  
**BETWEEN CAREERSOURCE (insert)**  
**AND THE**  
**FLORIDA DEPARTMENT OF COMMERCE**

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

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

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

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

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

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

**1. DEFINITIONS AND ACRONYMS.**

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

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

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

### 64 3. FISCAL AND ADMINISTRATIVE CONTROLS.

65  
66  
67 FloridaCommerce will provide funds in consideration for the Subrecipient's successful performance under this  
68 Agreement. The State of Florida's and FloridaCommerce's performance and obligation to pay under this Agreement  
69 is contingent upon an annual appropriation by the Legislature of the State of Florida. FloridaCommerce shall have  
70 final authority as to both the availability of funds and what constitutes an "annual appropriation" of funds. The lack  
71 of appropriation or availability of funds will not create FloridaCommerce's default under this Agreement. If there is  
72 a state or federal funding shortfall, then the funding otherwise made available under this Agreement may be reduced.  
73 The Subrecipient shall not expend funding provided under this Agreement or made available pursuant to any NFA  
74 to pay any costs incurred in connection with any defense against any claim or appeal of the State of Florida or any  
75 agency or instrumentality thereof (including FloridaCommerce) or to pay any costs incurred in connection with the  
76 prosecution of any claim or appeal against the State of Florida or any agency or instrumentality thereof (including  
77 FloridaCommerce), which the Subrecipient instituted or in which the Subrecipient has joined as a claimant.

78  
79 a. FloridaCommerce will make funding available to the Subrecipient by issuing NFAs through FloridaCommerce's  
80 financial management information system, the Subrecipient Enterprise Resource Application (SERA). The  
81 Subrecipient's receipt of funding made under an NFA may be conditioned upon the Subrecipient's successful  
82 performance of certain requirements prior to the receipt of such funding. The Subrecipient must comply with all  
83 terms, conditions, assurances, restrictions, or other instructions contained within the NFA as a condition  
84 precedent to the Subrecipient's receipt of funding set forth in the NFA. Except as specifically set forth herein, if  
85 a conflict exists between the terms of this Agreement and any NFA, the terms of the NFA shall control.

#### 86 b. Accountability for Funds.

87  
88 i. Reduction or Suspension of Funding. FloridaCommerce may partially, completely, temporarily, or  
89 permanently reduce or suspend any funding provided under this Agreement or funding made available  
90 pursuant to an NFA, if the Subrecipient fails to comply with all applicable state and federal laws, rules, and  
91 regulations, or the terms of this Agreement or any NFA. FloridaCommerce will exercise its authority to  
92 reduce or suspend funding in accordance with the applicable federal and state laws, rules, regulations, and  
93 policies.

94  
95  
96 ii. Recoupment. Notwithstanding anything in this Agreement or any NFA to the contrary, FloridaCommerce  
97 has an absolute right to recoup funds. FloridaCommerce may refuse to reimburse the Subrecipient for any  
98 cost if FloridaCommerce determines that such cost was not incurred in compliance with the terms of this  
99 Agreement. FloridaCommerce may demand a return of funds if FloridaCommerce terminates this  
100 Agreement.

101  
102 iii. Overpayments. If the Subrecipient's (a) noncompliance with this Agreement or any applicable federal, state,  
103 or local law, rule, regulation, or ordinance, terms of any NFA, or (b) performance or nonperformance of any  
104 term or condition of this Agreement results in:

105 (a) an unlawful use of funds;

106 (b) a use of funds that doesn't comply with the terms of this Agreement; or

107 (c) a use which constitutes a receipt of funds to which the Subrecipient is not entitled (each such event an  
108 "Overpayment"), then the Subrecipient shall return such Overpayment of funds to FloridaCommerce.

110 iv. Discovery of Overpayments. The Subrecipient shall refund any Overpayment of funds to FloridaCommerce  
111 within 30 calendar days of the Subrecipient's discovery of an Overpayment or receipt of notification from  
112 FloridaCommerce that an Overpayment has occurred. FloridaCommerce is the final authority as to what may  
113 constitute an Overpayment of funds. Refunds should be sent to FloridaCommerce's Agreement Manager  
114 and made payable to the "Department of Commerce." Should repayment not be made in a timely manner,  
115 FloridaCommerce may charge interest, pursuant to 2 CFR 200.410, at the lawful rate of interest on the  
116 outstanding balance beginning 30 days after the date of notification or discovery.

- 117
- 118 c. By signature below, the Subrecipient certifies to FloridaCommerce that it has written administrative procedures,  
119 processes, and fiscal controls in place for the operation of WIOA, WP, TAA, RESEA, JVSG, SNAP E&T, WT,  
120 CDBG-DR and any other program for which the Subrecipient receives funds from FloridaCommerce. The  
121 written administrative procedures, processes, and fiscal controls described in this paragraph must, at minimum,  
122 comply with applicable state and federal law, rules, regulations, policies, guidance, and the terms of this  
123 Agreement. Subrecipient must update written administrative procedures and policies as applicable at least every  
124 four years. FloridaCommerce may at any time request copies of the Board's written procedures and policies for  
125 review. As needed, FloridaCommerce shall provide guidance and technical assistance to the Subrecipient to ensure  
126 compliance with this section. If the Subrecipient cannot certify that it has written administrative procedures,  
127 processes, and fiscal controls in place for the operation of any program for which it may receive funds at a future  
128 date, then as a condition precedent to the award of any funds, the Subrecipient shall establish and adopt such  
129 written administrative procedures, processes, and fiscal controls, as necessary for the applicable program.
- 130
- 131 d. By signature below, the Subrecipient certifies that it has written administrative procedures, processes, and fiscal  
132 controls in place for the payment of supportive services including, but not limited to prepaid gas or prepaid debit  
133 cards. Controls must address issuance, storage, and reconciliation of prepaid gas or prepaid debit cards. The  
134 Subrecipient must maintain documentation supporting the eligibility of the receipt of supportive services and that  
135 the value of the supportive service is consistent with the documented need of the participant.
- 136
- 137 e. The Subrecipient shall manage, maintain, and properly dispose of program and financial records in accordance  
138 with governing state and federal laws and regulations.
- 139
- 140 f. The Board will appoint at least one Regional Security Officer who is responsible for ensuring the Board's  
141 compliance with all information system security matters and system access control for users of FloridaCommerce-  
142 owned systems. The Regional Security Officer will comply with policies and requirements imposed by  
143 FloridaCommerce.
- 144
- 145 g. The Subrecipient will designate a custodian for purchased property and equipment who will be responsible for  
146 ensuring the Subrecipient's compliance with 2 CFR 200.310-200.316.
- 147
- 148 h. The Subrecipient is responsible for managing real property and leases for all space utilized in the one-stop delivery  
149 system. The Subrecipient and/or its designated one-stop operator shall be responsible for all activities involved  
150 in securing space for local career centers, ensuring payment to lessors, and cost allocating rent charges, and  
151 otherwise managing leases.
- 152
- 153 i. The Subrecipient will comply with all federal and state laws, policies, guidance, plans, or other similar documents  
154 produced, approved, or disseminated by FloridaCommerce, the State Board, or any other entity whose funds are  
155 made available to the Subrecipient through FloridaCommerce. These documents will be made available on  
156 FloridaCommerce's website or distributed to the Subrecipient through other means.
- 157
- 158 j. Funds provided to the Subrecipient by FloridaCommerce may not be used to pay consultants, as that term is  
159 defined in 5 CFR 304.102, in excess of \$815 per day and must be documented as reasonable and necessary.

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

- 161 a. FloridaCommerce may request from Subrecipient any information related to the Parties' performance under this  
162  
163

164 Agreement. The Subrecipient shall provide any requested information in the form and manner requested by  
165 FloridaCommerce, within the time frame established by FloridaCommerce, so that FloridaCommerce may review  
166 the Board's performance and compliance and compile and submit information to the appropriate parties. The  
167 Board shall provide timely electronic data to FloridaCommerce, via the electronic financial and programmatic  
168 data systems established by FloridaCommerce in order to allow FloridaCommerce to provide accurate reports to  
169 state and federal funding agencies, the Legislature, the State Board, and other interested parties, and to review the  
170 Board's fiscal status and performance.

- 171
- 172 b. The Subrecipient will comply with the audit requirements set forth in Exhibit A on an annual basis and take  
173 prompt corrective action with respect to any audit findings.
- 174
- 175 c. The Subrecipient shall allow access to representatives of FloridaCommerce (including the Office of Inspector  
176 General and Office of Civil Rights), appropriate representatives from other state and federal funding agencies,  
177 and any other entity authorized by law for the purposes of conducting monitoring, reviews, inspections,  
178 investigations, proceedings, hearings, or audits (each a "Compliance Review") without imposing burdensome  
179 administrative processes to for such access. The Subrecipient will fully cooperate with any Compliance Review  
180 conducted pursuant to this section. Failure to fully cooperate will constitute a material breach of this Agreement  
181 and may result in the termination or suspension of this Agreement and any funding provided by  
182 FloridaCommerce. FloridaCommerce reserves the right to, in its sole discretion, decide what constitutes full  
183 cooperation under this paragraph. FloridaCommerce may exercise its rights under this paragraph at any time and  
184 as frequently as FloridaCommerce deems necessary. The Subrecipient will reimburse FloridaCommerce for all  
185 reasonable costs incurred by FloridaCommerce for any activity conducted pursuant to this section that results in  
186 the suspension or termination of this Agreement. The Subrecipient will not be responsible for costs incurred  
187 from activities conducted under this section that do not result in the suspension or termination of this Agreement.  
188 Nothing in paragraph (b) of this section, or Exhibit A, is intended to limit the terms of this paragraph (4.c).  
189
- 190 d. Annually, the subrecipient shall submit the following information electronically to the Bureau of Financial  
191 Monitoring and Accountability at [FMA-RWB@commerce.fl.gov](mailto:FMA-RWB@commerce.fl.gov) and upload to SharePoint by the deadlines  
192 prescribed below:
- 193
- 194 i. Completed Salary Cap by April 1;
- 195 ii. Annual detailed budget of revenues and expenditures by funding source no later than two weeks after the  
196 chair of the Board approves the budget;
- 197 iii. Completed Internal Control Questionnaire signed by the Board Chairperson and Executive Director by  
198 September 30 or within 30 calendar days after the Internal Control Questionnaire is provided to the  
199 Subrecipient by FloridaCommerce, whichever is later; and
- 200 iv. A final indirect cost rate proposal and supporting documentation must be submitted to FloridaCommerce's  
201 Bureau of Financial Monitoring and Accountability as soon after the Board's fiscal year end closes as practical,  
202 but no later than six months after the end of the fiscal year, to the FMA-RWB email at [FMA-  
203 RWB@commerce.fl.gov](mailto:FMA-RWB@commerce.fl.gov). Boards that negotiate their indirect cost rate with a federal agency must submit a  
204 copy of the approved agreement as soon as it is available.
- 205
- 206 e. The State Board and FloridaCommerce have established special guidelines concerning audit quality as guidance  
207 for the Board. The Board must procure audit services in accordance with federal law and the applicable state  
208 policies that govern the expenditure of federal, state, and non-pass-through funds. The Board is also required to  
209 communicate to its independent auditor the following procedures that must be performed:
- 210
- 211 i. It is essential that the auditor tests the Board's reconciliation of its financial records to SERA. The auditor  
212 should include a note to the financial statements confirming whether such a reconciliation was performed by  
213 the Board in a satisfactory manner.
- 214
- 215 ii. It is essential that the auditor tests the Board's reconciliation of its year-end financial records to ensure the  
216 following conditions exist:
- 217 (a) Each federal award passed through FloridaCommerce must balance by the individual FloridaCommerce  
218 NFA ID#. Each NFA is required to be a self-balancing set of accounts.

- (b) Net assets of each federal award must equal zero.
- (c) Federal awards must not have negative cash balances without a sufficient explanation.
- (d) All cost pools must be allocated to their final cost objectives.

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

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

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**5. THE BOARD'S ONE-STOP DELIVERY SYSTEM.** The Board shall operate at least one physical comprehensive career center with access to partner programs, services, and activities in accordance with 20 CFR 678.300(c), 678.305, and applicable state policy. Comprehensive one-stop career centers must be open to the general public for walk-in service a minimum of eight hours per day during regular business days, Monday through Friday. In accordance with applicable state policy, LWDBs may establish additional service days and/or hours, or services by appointment, at other times to accommodate the schedules of individuals who work during business hours. Centers not open outside of regular business hours should have a plan for how services will be provided to individuals who cannot visit a center during regular business hours.

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

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

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

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

- a. Certain workforce development program services will be performed by FloridaCommerce staff assigned to work under the functional supervision and direction of the Board. These services include WP services, TAA services, JVSG program services, services to migrant and seasonal farmworkers, and other workforce services as agreed upon by the Parties. The provision of these services will be consistent with applicable federal and state law, rules, regulations, policies, and guidance, and State Board policies. The Board will refer any question or conflict regarding management of FloridaCommerce staff to FloridaCommerce Human Resource Management for resolution.
- b. The Parties shall maintain a staffing structure chart describing the Board's administrative oversight; each career center site location; all FloridaCommerce, Board, and/or service provider staff placed at each site location; and the position classification and program assignment for each FloridaCommerce staff member working at the site location. The Board must provide a copy of the staffing structure in a comprehensive organizational chart to

328 [FMA-RWB@commerce.fl.gov](mailto:FMA-RWB@commerce.fl.gov) and upload to SharePoint annually by July 1 or within 30 days upon changes to  
329 the organizational structure. All necessary changes to the staffing structure chart will be made by the Parties in a  
330 timely fashion.  
331

- 332 c. The Board will ensure that vacant FloridaCommerce positions are filled timely. Positions that remain vacant for  
333 greater than 180 days may be repurposed by FloridaCommerce for state use or reassigned to other LWDBs with  
334 or without notice. Additionally, the Board must ensure JVSG-funded positions are filled with a qualified veteran  
335 by submitting a completed hiring package to FloridaCommerce within 50 days of the position becoming vacant.  
336 If the Board is unable to meet this timeline, the Board must provide notification to the State Veterans Program  
337 Coordinator (SVPC) with written justification for any foreseen delay in filling the vacancy within 25 days of the  
338 position becoming vacant. Notifications may be sent to the SVPC via email at [VETS@commerce.fl.gov](mailto:VETS@commerce.fl.gov).  
339
- 340 d. The Board will provide FloridaCommerce information and recommendations regarding the performance of  
341 FloridaCommerce staff assigned to the Board pursuant to a procedure developed and implemented by the Parties.  
342 The Board shall exercise due care with respect to its submission of information concerning the performance of  
343 FloridaCommerce staff. FloridaCommerce will consider the information provided by the Board, but the ultimate  
344 decision for any personnel action remains with FloridaCommerce.  
345
- 346 e. FloridaCommerce staff assigned to the Board are subject to all statutes and rules applicable to State Personnel  
347 System employees and all FloridaCommerce policies – including, but not limited to, FloridaCommerce’s travel,  
348 leave, and time distribution policies. FloridaCommerce staff assigned to the Board will be required to obtain their  
349 local manager’s approval prior to taking leave.  
350
- 351 f. The Board shall consult with FloridaCommerce with regard to any issues that may affect, or be in conflict with,  
352 the terms or conditions of the collective bargaining agreement for any FloridaCommerce staff holding positions  
353 covered by a collective bargaining agreement. FloridaCommerce will provide guidance to the Board upon request  
354 for the purpose of ensuring compliance with terms of any applicable collective bargaining agreement.  
355
- 356 g. FloridaCommerce retains ultimate decision-making authority with respect to wages, salary, benefits, hiring, firing,  
357 discipline, and promotion of FloridaCommerce staff.  
358
- 359 h. The Board will appoint a local personnel liaison for the purpose of coordinating personnel related activities for  
360 FloridaCommerce staff. The personnel liaison must be a FloridaCommerce staff member. The Board will provide  
361 the name and contact information of the designated personnel liaison to the FloridaCommerce Human Resource  
362 Office upon designation of this staff member and thereafter annually or upon changes in the designated staff  
363 member.  
364
- 365 i. The Board shall jointly plan with FloridaCommerce for the use of resources available to each partner to ensure a  
366 coordinated and efficient approach to the delivery of customer services. The Board will provide the services  
367 outlined in section 445.009, Florida Statutes. The Board will also provide basic and individualized career services  
368 pursuant to section 134(c)(2) of WIOA, access to training services pursuant to section 134(c)(3)(D) of WIOA,  
369 access to programs and activities carried out by the Board’s partners listed in 20 CFR 678.400 through 678.410,  
370 including the Employment Service program authorized under WP, as amended by WIOA Title III, services to  
371 employers as outlined in 20 CFR 680.140(b)(2), and workforce and labor market information. For clarification  
372 purposes, “basic career services” are referred to as “core services” in section 445.009(6)(a)2.(c), Florida Statutes,  
373 and “individualized career services” are referred to as “intensive services” in section 445.009(7), Florida Statutes.  
374
- 375 j. The Board will develop methods for referring individuals between its one-stop operator(s) and its partners for  
376 appropriate services and activities.  
377

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

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- 380 a. The Board is subject to Chapters 119 and 286 of the Florida Statutes. The Board is responsible for responding  
381 to public records requests and subpoenas. The Board is responsible for ensuring that its staff and agents have a  
382 working knowledge of Chapter 119, Florida Statutes. The Board agrees to appoint a public records coordinator



383 for the purpose of ensuring that all public records matters are handled appropriately.  
384

385 **b. IF THE BOARD HAS QUESTIONS REGARDING THE APPLICATION OF**  
386 **CHAPTER 119, FLORIDA STATUTES, TO THE BOARD'S DUTY TO**  
387 **PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT,**  
388 **CONTACT FLORIDACOMMERCE'S CUSTODIAN OF PUBLIC RECORDS**

389 by telephone at 850-245-7140, via e-mail at [PRRequest@commerce.fl.gov](mailto:PRRequest@commerce.fl.gov), or by mail at  
390 FloridaCommerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building,  
391 Tallahassee, Florida 32399-4128.  
392

- 393 c. The Board will have access to varying types of confidential information as a result of its performance under this  
394 Agreement. The Board will protect the confidentiality of any information to which it has access in accordance  
395 with applicable law. The Board will obtain guidance from FloridaCommerce with respect to confidentiality  
396 matters. FloridaCommerce will facilitate the Board's requests for guidance from other state agencies.  
397
- 398 d. Staff of the Board, its agents, contractors, subcontractors and any other entity performing services on behalf of  
399 the Board granted access to workforce information systems, including systems containing confidential  
400 information, must complete Exhibit B to this Agreement, "Individual Non-Disclosure and Confidentiality  
401 Certification Form," prior to accessing said workforce information systems. A copy of each completed form must  
402 be retained by the Board and made available to FloridaCommerce upon request.  
403
- 404 e. Board requests for FloridaCommerce data must come from Board executive staff to FloridaCommerce.  
405 FloridaCommerce will not accept data requests from the Board's contractors. FloridaCommerce will only grant  
406 access to FloridaCommerce-owned systems to staff of the Board, its agents, contractors, subcontractors and  
407 entities performing services on behalf of the Board.  
408
- 409 f. FloridaCommerce may provide the Board access to RA information on an ongoing basis as a result of the Board's  
410 use of shared information systems and the provision of integrated services. Access to such information will  
411 typically be at no cost (any cost imposed by FloridaCommerce will be reflected in a separate agreement between  
412 the Parties). Certain RA information is made confidential by section 443.1715, Florida Statutes; and 20 CFR  
413 603.9(b)(1) requires the Board to agree to the following terms as a condition of accessing this information.  
414 FloridaCommerce will immediately suspend or cease providing the Board access to RA information if  
415 FloridaCommerce determines the Board is not in compliance with section 443.1715, Florida Statutes, 20 CFR  
416 603, and the conditions set forth below. FloridaCommerce may, in its sole discretion, provide access once  
417 FloridaCommerce is satisfied that the Board has cured the deficiency. The Board shall:  
418
- 419 i. use the information it receives only for purposes authorized by law and consistent with this Agreement;
  - 420 ii. store the information, whether physically or electronically, in such a manner that is secure from  
421 unauthorized access;
  - 422 iii. ensure the information is only accessible by authorized individuals that have an actual need to access the  
423 information for a legitimate and lawful purpose;
  - 424 iv. ensure that any entity to which the Board further discloses the information complies with these terms;
  - 425 v. not store the information on any portable storage media device (e.g., laptops, external hard drives, thumb  
426 drives, iPads, tablets, or smartphones, etc.);
  - 427 vi. to the extent practicable, and considering the arrangement in place under this Agreement (shared  
428 information systems), destroy the information after the purpose for which it is disclosed is accomplished  
429 in accordance with 20 CFR 603.9(b)(1)(vi). However, the Board may not seek to delete information from  
430 FloridaCommerce's information systems;
  - 431 vii. to the extent practicable, and considering the arrangement in place under this Agreement, maintain a  
432 system sufficient to allow FloridaCommerce to conduct an audit of transactions concerning the  
433 information;
  - 434 viii. ensure all individuals obtaining access to the information are aware of the penalties established by section  
435 443.1715, Florida Statutes, and acknowledges that all individuals have been so instructed through the  
436 execution of this Agreement; and

437 ix. allow FloridaCommerce or its representatives access to conduct onsite inspections to ensure the Board's  
438 compliance with section 443.1715, Florida Statutes.

439  
440 g. The Board will immediately notify FloridaCommerce of any breach of security, as defined by section 501.171,  
441 Florida Statutes, occurring in any operation under its control. If the breach of security concerns data belonging  
442 to FloridaCommerce, FloridaCommerce reserves the right to determine whether the provisions of section  
443 501.171, Florida Statutes, apply. FloridaCommerce will determine if notifications are necessary and, if so, the  
444 procedure for making, and the content included in, those notifications. The Board will provide the notifications  
445 if deemed necessary by FloridaCommerce and will not provide said notifications without prior approval from  
446 FloridaCommerce. FloridaCommerce will not unreasonably withhold approval to send notifications and will  
447 make all decisions regarding said notifications as quickly as possible and consistent with the timelines in section  
448 501.171, Florida Statutes. The Board is responsible for all fees and costs incurred due to a breach of security  
449 occurring in an operation, program, or physical setting under the Board's control, including, but not limited to,  
450 the cost of sending breach notifications.

## 451 452 **8. BACKGROUND SCREENINGS.**

453  
454 a. Level 1 Screenings.

- 455  
456 i. The Board will require and obtain a Level 1 background screening as a condition of employment or contract  
457 award for all Board, career center staff, contractors, and subcontractors. Additionally, the Board will require  
458 and obtain a Level 1 background screening for all individuals performing financial management activities.  
459 The Level 1 background screening must be conducted prior to employment or, for contract awards, prior to  
460 contractor's employees beginning work. The Level 1 background screening must be conducted at least every  
461 five years of consecutive employment, and upon re-employment in all circumstances (including assignment  
462 to a new or different contract for Board contractors). The Board will develop a policy for implementing  
463 background screenings.
- 464 ii. The Level 1 background screenings are further explained in section 435.03, Florida Statutes. The Board will  
465 contract with an FDLE-approved provider to perform the Level 1 background screenings. The Board is  
466 responsible for all costs associated with obtaining the Level 1 background screening described in this section.
- 467 iii. The Board will maintain its background screening material in a locked file cabinet or other secure location  
468 and store the material separately from any official employee personnel file. The Board will protect the  
469 confidentiality of the screening materials as required by law or contract.
- 470 iv. The Board is responsible for maintaining a current list of all individuals for whom it has obtained a Level 1  
471 background screening. The list must include, but need not be limited to, the name of the individual, the last  
472 four digits of the individual's social security number, the date the screening was completed, the date the  
473 results of the screening were reviewed, and the individual responsible for reviewing and approving the  
474 employment or access granted to the individual that was the subject of the screening.

## 475 476 **9. LOCAL PLAN AND ASSURANCES.**

- 477  
478 a. The Board must submit and receive approval of local plans which outline the Board's delivery and administration  
479 of all workforce services delivered within its LWDA. The plan must identify and describe the policies, procedures,  
480 and local activities that are carried out in the LWDA consistent with the state plan and must contain all content  
481 required by FloridaCommerce. Further, the plan must describe the Board's methods for ensuring the needs of  
482 workers and youth, and individuals with barriers to employment, including individuals with disabilities, are  
483 addressed in the provision of necessary and appropriate access to services, including access to technology and  
484 materials, made available through the one-stop delivery system. The Board will continue to develop and update  
485 its local plan in accordance with applicable provisions of law and as directed by FloridaCommerce or the State  
486 Board.
- 487  
488 b. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form  
489 I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the  
490 United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify  
491 system can be found at: <https://www.e-verify.gov/>.

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- c. In accordance with 448.095, Florida Statutes., the State of Florida expressly requires the following:
    - i. Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
    - ii. An employer shall verify each new employee's employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 C.F.R. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility.
  - d. If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

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## 10. PROCUREMENT.

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

546 Board shall maintain oversight of all activities under this Agreement and shall ensure that for any procured  
547 contract or agreement, its contractors perform according to the terms and conditions of the procured contracts  
548 or agreements, and the terms and conditions of this Agreement.  
549

- 550 g. Funds expended for events must be compliant with 2 CFR 200.421, and FloridaCommerce’s Guidance on Use of  
551 Funds for the Purchase of Outreach/Informational Items (FG-OGM-84). Documentation must be retained to  
552 support the cost of the funds expended and must demonstrate that the costs are reasonable and necessary to  
553 connect individuals to employment and training services.  
554
- 555 h. The Board must use tools and services negotiated and acquired at the state level where the Board has an identified  
556 need for the specific purpose the tools and services have been acquired to fulfill. As such, in accordance with the  
557 applicable state policy, the Board is prohibited from using funds subgranted by FloridaCommerce for the  
558 purchase of tools and services that are duplicative of state-procured resources without an approved waiver  
559 request.  
560

## 561 11. COMPENSATION AND TRAVEL.

- 562
- 563 a. Funds provided by FloridaCommerce may not be used to fund the salary, bonus, or incentive of any employee  
564 in excess of Federal Executive Level II, regardless of the funding source.  
565
- 566 b. No changes to compensation for executive staff of the Board are allowed without documented approval of the  
567 Board of Directors and must be in alignment with local policies and procedures. The Board shall ensure that all  
568 bonuses, pay raises, and benefits are reasonable and necessary for the successful performance of the award and  
569 are a prudent use of federal funds.  
570
- 571 c. The Board shall comply with section 445.007(10), Florida Statutes, and the following per diem and travel expense  
572 provisions, consistent with section 112.061, Florida Statutes:  
573
- 574 i. Board members may receive reimbursement for per diem and travel expenses pursuant to section 112.061,  
575 Florida Statutes.  
576
- 577 ii. Lodging expenses for an employee of the Board may not exceed the daily limit for that of employees of the  
578 State of Florida, excluding taxes and fees, unless the Board is participating in a negotiated group rate discount  
579 or the Board obtains and maintains documentation of at least three comparable alternatives demonstrating  
580 that such lodging at the required rate is not available. However, an employee of the Board may expend his or  
581 her own funds for any lodging expenses over the limit for employees of the State of Florida.  
582
- 583 iii. The Board shall ensure that travel and expense reimbursements made to vendors and subrecipients are in  
584 accordance with the Board’s travel and expense policy. The Board’s travel and expense policy must ensure  
585 that vendor reimbursements are made at the lowest possible cost necessary to ensure a reasonable level of  
586 service, comfort, and security.  
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## 588 12. BOARD GOVERNANCE, RESPONSIBILITIES, AND TRANSPARENCY.

- 589
- 590 a. The Board shall ensure that the local area designation complies with the requirements outlined in WIOA and  
591 applicable state policy.  
592
- 593 b. The following information must be posted on the Board’s website in a manner easily accessed by the public:
- 594 i. **Local Plans** – Information about the local plan, or modification of the local plan, before submission.  
595
- 596 ii. **LWDB members** – A list of current Board members and their affiliation (company or entity that the Board  
597 member is employed by or owns), and their terms of service.  
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- 599 iii. **CLEO(s)** – Information regarding the designated CLEO for each unit of local government that comprises  
the LWDA. In the event of a multi-county consortium, the current chairperson of the consortium must also  
be identified.

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- iv. **Selection of One-Stop Operators** – Information about the activities of the Board to select a one-stop operator, including Request for Proposals, question and answers, and executed contracts.
  - v. **Notice of all Board meetings** – Notification of all Board meetings, including committee meetings, at least seven days before the meeting is to occur. Notice of special or emergency meetings must be posted at least 72 hours before the meeting is to occur. All meetings must be made available to the public remotely or virtually via resources such as Zoom, Microsoft Teams or other appropriate resource, and notices must include information on how the public can access the meetings.
  - vi. **Minutes of meetings of the Board** – Meeting minutes must be made available publicly on the Board’s website within 15 days of approval by the Board. The two most recent years of Board meeting minutes must be posted.
  - vii. **Board Bylaws** – The most current version of the Board’s bylaws must always be publicly available on the Board’s website. Changes to the bylaws must be posted within 15 days of approval.
  - viii. **Interlocal Agreement** – Changes to the interlocal agreement must be posted within 15 days of a new or amended agreement being executed by all parties.
  - ix. **Budget** – The Board must publish the Board’s budget on its website within 10 days after approval by FloridaCommerce. The budget must remain published on the website for the duration of the fiscal year for which it accounts for the expenditure of funds.
  - x. **Compensation disclosures** – The Total Compensation for Executive Leadership and Other Specific Employees (Exhibit E) form must be posted on the Board’s website upon it being submitted to FloridaCommerce within 30 days after the end of each Board’s fiscal year and remain posted for three years after it is first published. The disclosures must be accompanied by a written declaration provided by the chief financial officer or their designee that they have read the compensation disclosure documents and the facts stated in it are true.
  - xi. **Employee position and salary information** – Current employee positions and specific salary information for each position (including performance bonuses).
  - xii. **LWDB’s IRS Form 990** – Annually, the Board must publish its most recent IRS form 990 within 60 calendar days after it is filed with the IRS and the form must remain posted for three years after it is filed. Tax returns for the three most recent years must be posted.
  - xiii. **Statements of Financial Interest** – The Board’s website must inform the public that disclosures or statements of financial interest (consistent with requirements in section 112.3144, F.S. or section 112.3145, F.S., whichever is appropriate) for each Board member and executive director or designated person responsible for the operational and administrative functions of the Board, have been filed with the Commission on Ethics and provide information on how each disclosure or statement may be reviewed. The notice to the public must remain on the website throughout the term of office or employment of the filer and until one year after the term on the Board or employment ends.
  - xiv. **Single Audit** – Must be posted for the two most recent years.
  - xv. Awards of grants or contracts to eligible training providers of workforce investment activities including providers of youth workforce investment activities.
  - xvi. **Related Party Contracts** – All contracts between the Board and a member of the Board, relative of a Board member, an organization or individual represented on the Board, or an employee of the Board approved on or after July 1, 2021, must be published on the Board’s website within 10 days after approval by the Board or FloridaCommerce, whichever is later. Such contracts must remain on the website for at least one year after termination of the contract. Such contracts will be identified as related party contracts.
  - xvii. **Contracts in excess of \$35,000** – An executed copy of the plain language version of any contract that is estimated to exceed \$35,000 with a private entity, municipality, city, town, or vendor of services, supplies, or programs, including marketing, or for the purchase or lease or use of lands, facilities, or properties for the five most recent years.
  - xviii. All active agreements with another board that delegate partial or complete responsibility for any duties the Board is expected, required, or mandated to perform under this Agreement or WIOA, even if the cost is not expected to exceed \$35,000.

649 xix. **Hours of Operation** – Annually before July 1 of each state fiscal year, the Board shall adopt a schedule of  
650 operations for the upcoming state fiscal year and post it on the Board’s website in a conspicuous location.

- 651
- 652 c. The Board shall comply with the requirements of 2 CFR 25 Universal Identifier and System for Award  
653 Management (SAM). The Subrecipient must have an active registration in SAM in accordance with 2 CFR part  
654 25, appendix A, and must have a Unique Entity Identifier assigned by Sam.gov. The Subrecipient must also  
655 comply with provisions of the Federal Funding Accountability and Transparency Act, which includes  
656 requirements on executive compensation and 2 CFR 170 Reporting Subaward and Executive Compensation  
657 Information.
- 658
- 659 d. In compliance with sections 39.201 and 415.1034, Florida Statutes, if the Board, its agents, employees,  
660 contractors, subcontractors or any other entity performing the services on behalf of the Board, knows or has  
661 reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or  
662 exploited, the Board agrees to immediately report such knowledge or suspicion to the Florida Abuse Hotline by  
663 calling 1-800-96ABUSE, or via the web reporting option at <http://www.dcf.state.fl.us/abuse/report>, or via fax  
664 at 1-800-914-0004.
- 665
- 666 e. Consistent with 2 CFR 200.113, the Board must, within one business day of discovery, disclose any violation of  
667 federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.  
668 Additionally, the Board shall disclose any other on-going civil or criminal litigation, investigation, arbitration, or  
669 administrative proceeding upon execution of this Agreement. For purposes of this paragraph, “discovery” means  
670 when the Board has knowledge of or should reasonably know that there has been a violation of federal criminal  
671 law involving fraud, bribery, or gratuity violations potentially affecting the federal award.
- 672
- 673 f. For all funds provided by FloridaCommerce, when issuing statements, press releases, requests for proposals, bid  
674 solicitations and other documents describing projects or programs funded in whole or in part with federal money,  
675 the Subrecipient shall clearly state (i) the percentage of the total costs of the program or project which will be  
676 financed with federal money; (ii) the dollar amount of federal funds for the project or program; and (iii) the  
677 percentage and dollar amount of the total costs of the project or program that will be financed by non-  
678 governmental sources. Consolidated Appropriations Act of 2018, Pub. L. No. 115-141, 132 Stat. 348, div. H,  
679 Title V, Sec. 505 (Mar. 23, 2018).
- 680
- 681 g. In compliance with section 286.25, Florida Statutes, the Board will ensure any nongovernmental organization  
682 which sponsors a program financed, in whole or in part, with funds provided under this Agreement will, in  
683 publicizing, advertising, or describing the sponsorship of the program, state: “Sponsored by (entities name) and  
684 the State of Florida, Department of Commerce.” If the sponsorship reference is in written form, the words “State  
685 of Florida, Department of Commerce” will appear in the same font size as the name of the entity. As required by  
686 20 CFR. 678.900, each one-stop delivery system must include the “American Job Center” identifier or “a proud  
687 partner of the American Job Center network” on all primary electronic resources used by the one-stop delivery  
688 system, and on any newly printed, purchased, or created materials and must include the “American Job Center”  
689 identifier or “a proud partner of the American Job Center network” on all products, programs, activities, services,  
690 electronic resources, facilities, and related property and new materials used in the one-stop delivery system.

### 691 13. ETHICS.

- 692
- 693
- 694 a. The Board shall adopt an employee Ethics Code modeled after the provisions of Chapter 112, Florida Statutes,  
695 and shall name a Chief Ethics Officer. The Officer shall be responsible for the periodic training of Board staff  
696 and for maintaining the Ethics Code and for, which addresses:
- 697
- 698 i. The acceptance of gifts;
- 699 ii. Self-dealing;
- 700 iii. A prohibition on unauthorized compensation;
- 701 iv. Conflicting employment or contractual relationships;
- 702 v. Appropriate disclosure and use of information; and

703 vi. Nepotism.

- 704
- 705 b. The Board will adopt and abide by a conflict of interest policy that ensures compliance with state and federal law
- 706 and applicable state policies. The Board will make reasonable modifications to the policy if requested by
- 707 FloridaCommerce. The Board must ensure that adequate firewalls are in place to prevent actual or perceived
- 708 conflicts of interest, poor internal controls, or the appearance of impropriety.
- 709
- 710 c. The Board must ensure that grievance procedures and Equal Opportunity representation, consistent with 20 CFR
- 711 683.285, are available and made known to staff, participants, and other interested parties in the local workforce
- 712 development system. The Board must also adopt a whistle blower policy that facilitates the reporting of violations
- 713 of policy or law without fear of retaliation.
- 714
- 715 d. The Board will comply with sections 11.062 and 216.347, Florida Statutes. The Board will not, in connection with
- 716 this or any other agreement with the state, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary
- 717 benefit on anyone as consideration for any state officer or employee's decision, opinion, recommendation, vote,
- 718 or other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone
- 719 any gratuity for the benefit of, or at the direction or request of, any state officer or employee. For purposes of
- 720 this paragraph, "gratuity" means any payment of more than a nominal monetary value in the form of cash, travel,
- 721 entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or
- 722 contracts of any kind. FloridaCommerce encourages the Board to contact the Florida Commission on Ethics for
- 723 any questions regarding its compliance with this paragraph.
- 724
- 725 e. Prohibition on Lobbying. The Subrecipient shall not, directly or indirectly, expend either state or federal funds
- 726 either (i) for the purpose of lobbying any branch, unit, or instrumentality of the state or federal governments, or
- 727 (ii) for any otherwise allowable purpose which could result in unauthorized lobbying.
- 728

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

730

- 731 a. The Board must ensure that the local workforce development board composition is compliant with all federal
- 732 and state laws, polices, procedures, and rules.
- 733
- 734 b. The Board, in consultation with the CLEO(s), must develop and implement clear processes and procedures for
- 735 recruiting, vetting, and nominating Board members and documenting their qualifications in alignment with the
- 736 requirements of WIOA, and compliant with all federal and state laws, polices, procedures, and rules.
- 737
- 738 c. The Board shall prohibit any Board staff from serving as members of a committee or subcommittee of the Board.
- 739
- 740 d. The Board shall ensure Board members complete mandatory Board member orientation and annual training.
- 741 The Board shall also strongly encourage CLEOs to attend new Board member orientation and annual training,
- 742 and Board meetings. The Board shall retain and provide to FloridaCommerce upon request the dates of training
- 743 and sign-in sheets (or other evidence of attendance) of training participants. Failure of Board members to
- 744 complete mandatory orientation and annual training may result in removal from the Board along with all other
- 745 remedies available to FloridaCommerce.
- 746

747 **15. RELATED PARTIES.** The purpose of this section is to help FloridaCommerce ensure transparency and

748 accountability, to prevent impropriety or the appearance of impropriety in public business, and to limit the possibility

749 of the improper expenditure of state or federal funds.

750

- 751 a. Related Parties. For purposes of this Agreement, "Related Party" includes any: Board member; Board employee
- 752 or staff; relative of any Board member or employee or staff; any organization represented by or employing a
- 753 Board member or employee or staff; any organization, the board of directors of which a Board member or
- 754 employee or staff holds a board position; or any vendor with which a Board member has a relationship.
- 755
- 756 b. Related Party Contract. For purposes of this Agreement, "Related Party Contract" means any relationship,
- 757 transaction, or expenditure, contractual in nature, which results in or could result in an expenditure of state or

758 federal funds by the Board with a Related Party. The term “Related Party Contract” does not include retail  
759 purchases made in the ordinary course of business or payments for utility services.

- 760
- 761 c. Related Parties Compliance. The Board shall comply with section 445.007(11), Florida Statutes. The Board and  
762 its employees must annually disclose to FloridaCommerce’s financial monitors any conflicts of interest that may  
763 arise during the upcoming year or that did arise in the current year and was not previously disclosed.
- 764
- 765 i. Prior to entering into any Related Party Contract with any Related Party, the proposed Related Party Contract  
766 must be brought before the Board for consideration and approval. The Board shall ensure that the Board  
767 member with the conflict abstains from any vote regarding the Related Party Contract.
- 768 ii. If the disclosure was not made prior to the meeting because the conflict was unknown prior to the meeting,  
769 the Board shall ensure that disclosure is made at the next possible meeting after knowledge of the conflict  
770 becomes available.
- 771
- 772 d. Completion of Forms. For each Related Party Contract, the Board must ensure that the forms attached hereto as  
773 Exhibits C and D are completed, dated, executed, and certified prior to execution of the contract or incurring of  
774 expenditures for the current fiscal year. For conflicts unknown at the time of entering into the Related Party  
775 Contract, the Board shall ensure that completed forms of Exhibits C and D are filed within 15 days after the  
776 disclosure with the person responsible for recording the minutes of the meeting. The disclosure shall be  
777 incorporated into the minutes of the meeting at which the oral disclosure was made.
- 778
- 779 e. Required Documents for all Related Party Contracts. The following documentation is required to be submitted  
780 for each Related Party Contract:
- 781
- 782 i. A certified Board membership roster listing all members on the Board at the time of the vote on the approval  
783 of the contract, with a vote tally indicating attendance or absence at the meeting(s), including subcommittee  
784 meetings, and for those in attendance, the affirmative and negative votes and abstentions for each member.
- 785 ii. Consistent with the procedures outlined in section 112.3143, Florida Statutes, the dated and executed conflict  
786 of interest form that was submitted at or before the Board meeting(s) in which a vote related to the contract  
787 took place, for Board member/employee who has any relationship with the contracting vendor.
- 788 iii. A draft copy of the Related Party Contract and amendments, as applicable.
- 789 iv. Documentation supporting the method of procurement of the Related Party Contract, for contracts that  
790 require competitive selection/procurement process.
- 791 v. A copy of the Board meeting and committee meeting minutes that document the discussion and approval of  
792 the Related Party Contract (including the name of the contractor and the value of the contract). The minutes  
793 must clearly reflect the verbal disclosure of the conflict during the meeting.
- 794
- 795 f. Related Party Contracts \$10,000 or Greater. Prior to execution of any contract equal to or greater than \$10,000,  
796 the Board must approve and electronically submit the documentation set forth below, along with completed  
797 copies of the forms attached hereto as Exhibits C and D, to [WorkforceContract.Review@commerce.fl.gov](mailto:WorkforceContract.Review@commerce.fl.gov).  
798 FloridaCommerce may disapprove, in its sole discretion, any contract for the Board’s failure to submit any  
799 required document or form as required by this section.
- 800
- 801 g. Related Party Contracts Less Than \$10,000. Within 30 days after execution of any contract less than \$10,000, the  
802 Board must approve and electronically submit the documentation set forth above. For those in attendance, the  
803 affirmative and negative votes and abstentions for each member, along with completed copies of the forms  
804 attached hereto as Exhibits C and D, to [WorkforceContract.Review@commerce.fl.gov](mailto:WorkforceContract.Review@commerce.fl.gov).
- 805

## 806 **16. ADDITIONAL PROVISIONS.**

- 807
- 808 a. This Agreement will be construed, performed, and enforced in all respects in accordance with the laws, rules, and  
809 regulations of the State of Florida. Each Party will perform its obligations herein in accordance with the terms  
810 and conditions of the Agreement. The exclusive venue of any legal or equitable action that arises out of or relates  
811 to this Agreement will be either the Division of Administrative Hearings or the appropriate state court in Leon  
812 County, Florida. In any such action, the Parties waive any right to jury trial.



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- b. Should any term of this Agreement conflict with any applicable law, rule, or regulation, the law, rule, or regulation will control over the provisions of this Agreement.
  - c. The Board is fully liable for its actions, and the actions of the Board’s officers, agents, contractors and employees. The Board will indemnify, defend, and hold harmless the state, the State Board, and FloridaCommerce, and their respective officers, agents, and employees from any suit, action, damage, judgment, and costs of every name and description, including attorney’s fees, arising from or relating to any action of the Board.
  - d. The Board must notify FloridaCommerce within 24 hours of the termination or separation of an employee that has access to FloridaCommerce managed information systems to ensure the appropriate system access(es) is terminated. Information regarding the terminated or separated employee must be sent to: (Insert here FloridaCommerce contact information)
  - e. If any provision of this Agreement, whether in whole or in part, is held to be void or unenforceable by a Court of competent jurisdiction, that provision will be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable, and all other provisions will remain in full force and effect.
  - f. This Agreement may be executed in counterparts, each of which will be an original and all of which will constitute but one and the same instrument.
  - g. Any amendment or modification to the terms of this Agreement must be in written form signed by both Parties.
  - h. Annually before July 1 of each state fiscal year, the Board shall adopt a schedule of operations for the upcoming state fiscal year. Such schedule of operations shall include, but is not limited to, daily hours of operation of one-stop operators, and a holiday closure schedule which adopts either the federal, state, or appropriate county holiday schedule. If the Board has a career center that is affiliated with a college or university, the college or university schedule may be adopted for those centers. The proposed schedule must be approved by the Board and posted on the Board’s website in a conspicuous, easily accessible manner. The Board must give prior approval to any deviations from the schedule, except in emergency or reasonably unforeseeable circumstances (e.g., an order of the President or Governor, total loss of facilities from a catastrophic natural or man-made disaster, etc.). If emergency circumstances exist which result or could foreseeably result in a temporary closure or shutdown, the Board shall ensure that FloridaCommerce is informed of such temporary closure/shutdown or potential temporary closure/shutdown as soon as reasonably possible to [LWDB.InfoUpdate@commerce.fl.gov](mailto:LWDB.InfoUpdate@commerce.fl.gov).
  - i. The Board shall submit annually the disclosure of the Total Compensation for Executive Leadership and Other Specified Employees (Exhibit E), detailing the total compensation for the Grantee’s executive leadership team(s). Total compensation shall include salary, bonuses, cash-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real property gifts and any other payout. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations. The annual disclosure is due within 30 days after the end of the Board’s fiscal year. The schedule is due July 30 for Boards with a June 30 year end and by October 30 for Boards with a September 30 year end. Information must be completed in SERA and submitted electronically to FMA at [FMA-RWB@commerce.fl.gov](mailto:FMA-RWB@commerce.fl.gov). The Board shall submit annually, IRS Form 990, Return of Organization Exempt from Income Tax, following submittal to the IRS electronically to [FMA-RWB@commerce.fl.gov](mailto:FMA-RWB@commerce.fl.gov) and post same to the Board’s website within 60 days of said submission. The Board must inform FloridaCommerce of any changes in total executive compensation between annual reports within 60 calendar days of the change at [FMA-RWB@commerce.fl.gov](mailto:FMA-RWB@commerce.fl.gov).

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

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

868  
869 **19. RESPONSE TO CUSTOMER SERVICE COMPLAINTS.** FloridaCommerce will forward any customer  
870 concerns or complaints about the Board received directly or forwarded from the Governor’s or legislative offices, to  
871 the Board staff for review. Board staff will investigate the complaint in a timely manner, take appropriate action, and  
872 report the action in writing to FloridaCommerce so that the complaint can be closed.  
873

874 **20. LIAISONS.**

- 875  
876 a. The Parties acknowledge they have a close working relationship and that neither Party desires an overly  
877 bureaucratic or formal communication structure. To that effect, the Parties may communicate with each other  
878 through any appropriate liaison, as context may dictate.  
879  
880 b. FloridaCommerce’s formal liaison for purposes of this Agreement is (Insert). (Insert) can be reached at [\(Insert](#)  
881 [email\)](#) or (Insert phone number). All communication for which the Parties’ course of dealing does reveal a more  
882 appropriate liaison will be directed to (Insert), or other designee.  
883  
884 c. The Board’s formal liaison for purposes of this Agreement is (Insert). (Insert) can be reached at (Insert email), or  
885 (Insert phone number). All communication for which the Parties’ course of dealing does reveal a more appropriate  
886 liaison will be directed to (Insert), or other designee.  
887  
888 d. If different liaisons are designated by either Party after the execution of this Agreement, notice of the name,  
889 telephone number, and email address of the new liaison shall be provided in writing to the other Party and said  
890 notification shall be attached to this Agreement.  
891

892 **21. REQUIRED LOCAL POSITIONS.** Appointed individuals may serve in more than one capacity or perform other  
893 job duties and functions, as appropriate, to the extent that no conflict of interest arises or may arise. The Board shall  
894 appoint:  
895

- 896 a. A Regional Security Officer.  
897 b. A custodian for purchased property and equipment.  
898 c. A personnel liaison (must be a FloridaCommerce merit staff member).  
899 d. A public records coordinator.  
900 e. A staff member to promote and develop employment opportunities for individuals with disabilities.  
901 f. An Equal Opportunity Officer, consistent with 29 CFR part 38.  
902 g. An Ethics Officer  
903

904 **22. CONSTRUCTION; INTERPRETATION.** The title of and the section and paragraph headings in this  
905 Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms  
906 or provisions of this Agreement. The term “this Agreement” means this Agreement together with all Exhibits hereto,  
907 as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms  
908 hereof. The use in this Agreement of the term “including” and other words of similar import mean “including, without  
909 limitation” and where specific language is used to clarify by example a general statement contained herein, such  
910 specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general  
911 statement to which it relates. The word “or” is not exclusive and the words “herein,” “hereof,” “hereunder,” and  
912 other words of similar import refer to this Agreement as a whole, including any Exhibits, and not to any particular  
913 section, subsection, paragraph, subparagraph, or clause contained in this Agreement. The use herein of terms  
914 importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument, or other  
915 document means such agreement, instrument, or other document as amended, supplemented, and modified from  
916 time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as  
917 amended from time to time and includes any successor legislation thereto and any regulations promulgated  
918 thereunder. All references to “\$” shall mean United States dollars. The recitals of this Agreement are incorporated  
919 herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. Time is of the  
920 essence with respect to the performance of all obligations under this Agreement. The Parties have participated jointly  
921 in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this

922 Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise  
923 favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.  
924

925 **23. PRESERVATION OF REMEDIES; SEVERABILITY; RIGHT TO SET-OFF.** No delay or omission to  
926 exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this  
927 Agreement will impair any such right, power, or remedy of either Party nor will such delay or omission be construed  
928 as a waiver of any breach or default or any similar breach or default. If any term or provision of this Agreement is  
929 found to be illegal, invalid, or unenforceable, such term or provision will be deemed stricken, and the remainder of  
930 this Agreement will remain in full force and effect. FloridaCommerce and the State shall have all of its common law,  
931 equitable and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes  
932 of set-off any moneys due to the Board under this Agreement up to any amounts due and owing to FloridaCommerce  
933 with respect to this Agreement, any other contract with any state department or agency, including any contract for a  
934 term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other  
935 reason including, without limitation, tax delinquencies or monetary penalties relative thereto. The State shall exercise  
936 its set-off rights in accordance with normal state practices including, in cases of set-off pursuant to an audit, the  
937 finalization of such audit by the state or its representatives.  
938

939 **24. ENTIRE AGREEMENT; AMENDMENT; WAIVER.** This Agreement embodies the entire agreement of the  
940 Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than  
941 those contained in this Agreement, and this Agreement supersedes all previous communications, representations, or  
942 agreements, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing  
943 and signed by an authorized officer of the Board and the authorized agent of FloridaCommerce. No waiver by any  
944 Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so  
945 waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default  
946 not expressly identified by such written waiver, whether of a similar or different character, and whether occurring  
947 before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising  
948 from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any  
949 right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other  
950 right, remedy, power, or privilege.  
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**IN WITNESS WHEREOF**, by signature below, the Parties acknowledge they have read this Agreement and the attachments hereto, understand each section and paragraph, agreed to abide by the terms of this Agreement, and intend that this Agreement become effective as described above.

**DEPARTMENT OF COMMERCE**

**[LWDB Chairperson or person with authority to sign on behalf of LWDB (verify authority if not chairperson)]**

By: \_\_\_\_\_  
*Signature*  
Printed Name: [insert name]  
Title: [insert title]  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
*Signature*  
Printed Name: [insert name]  
Title: [insert title]  
Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
*Signature*  
Printed Name: [insert name]  
Title: [insert title]  
Date: \_\_\_\_\_

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**EXHIBIT A**  
**AUDIT REQUIREMENTS**

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

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

**AUDITS.**

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

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

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

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

with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

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

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

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

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

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

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

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

- a. FloridaCommerce at each of the following addresses:

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

or

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

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

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

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

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

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

or

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

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

- 112 5. Recipients, when submitting financial reporting packages to FloridaCommerce for audits done in accordance  
113 with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650  
114 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the  
115 reporting package was delivered to the recipient in correspondence accompanying the reporting package.  
116

117 **PART V: RECORD RETENTION.** The recipient shall retain sufficient records demonstrating its compliance with  
118 the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal  
119 years after all reporting requirements are satisfied and final payments have been received, whichever period is longer,  
120 and shall allow FloridaCommerce, or its designee, CFO, or Auditor General access to such records upon request. The  
121 recipient shall ensure that audit working papers are made available to FloridaCommerce, or its designee, CFO, or  
122 Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended  
123 in writing by FloridaCommerce. In addition, if any litigation, claim, negotiation, audit, or other action involving the  
124 records has been started prior to the expiration of the controlling period as identified above, the records shall be  
125 retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling  
126 period as identified above, whichever is longer.  
127

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133 *- Remainder of Page Intentionally Left Blank -*  
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135

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

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

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

1. *All requirements of this Agreement*

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

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

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

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

1. *All requirements of this Agreement.*



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**EXHIBIT B**

**Individual Non-Disclosure and Confidentiality Certification Form**

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

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

218 copied, or used by any means. However, I will not destroy or delete information from information system(s) when  
219 such destruction or deletion is outside the scope of my authority.  
220

221 13. I understand that it is misdemeanor of the second degree to disclose confidential reemployment assistance  
222 information to unauthorized persons. I further understand that FloridaCommerce has process and procedures in place  
223 to detect unauthorized access to such information. I understand that it is the practice of the FloridaCommerce to  
224 prosecute violations of to the fullest extent of the law.  
225

226 14. I certify and affirm that I have either (1) received training on the confidential nature of the data to which I  
227 am being granted access to, the safeguards required for access privileges, and the penalties involved for any violations;  
228 or (2) have received written standards and instructions in the handling of confidential data from my employer or  
229 FloridaCommerce. I will comply with all confidentiality safeguards contained in such training, written standards, or  
230 instructions, including but not limited to, the following: a) protecting the confidentiality of my user identification and  
231 password; b) securing computer equipment, disks, and offices in which confidential data may be kept; and c) following  
232 procedures for the timely destruction or deletion of confidential data.  
233

234 15. I understand that if I violate any of the confidentiality provisions set forth in the written standards, training,  
235 and/or instructions I have received, my user privileges may be immediately suspended or terminated. I also understand  
236 that applicable state and/or federal law may provide that any individual who discloses confidential information in  
237 violation of any provision of that section may be subject to criminal prosecution and if found guilty could be fined,  
238 be subject to imprisonment and dismissal from employment. I have been instructed that if I should violate the  
239 provisions of the law, I may receive one or more of these penalties.  
240

241 Should I have any questions concerning the handling or disclosure of confidential information, I shall immediately  
242 ask my supervisor, regional security officer, or One-Stop Operator for guidance and comply with their instructions.  
243

244 Employee Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
245

246 Print Employee Name: \_\_\_\_\_  
247

248 Address: \_\_\_\_\_  
249 \_\_\_\_\_  
250 \_\_\_\_\_  
251 \_\_\_\_\_  
252 \_\_\_\_\_  
253

254 Work Telephone: \_\_\_\_\_  
255

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

257 **EXHIBIT C**  
258 **CONTRACT INFORMATION FORM**  
259

260 This form is to disclose a conflict or potential conflict and to seek approval of a contract involving a conflict or  
261 potential conflict of interest of board members or employees. All requested information is required. Failure to provide  
262 complete information may result in disapproval of the contract.  
263

264 I, \_\_\_\_\_, hereby certify the following information regarding a contract that  
265 was approved by a two-thirds (2/3) vote of a quorum of CareerSource \_\_\_\_\_ and  
266 will be executed and implemented immediately after receiving the State's approval in compliance with section  
267 445.007(11), Florida Statutes.

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

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

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

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

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

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

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

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

276 Method of procurement for the contracted goods and/or services, if applicable:  
277 \_\_\_\_\_

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

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

281  
282  
283 The board member or employee with the conflict of interest \_\_\_\_\_ did \_\_\_ did not (check one) attend the  
284 meeting(s), including subcommittee meetings, at which the board discussed or voted to approve the contract.

285 **If the board member or employee with the conflict of interest attended the meeting(s), including**  
286 **subcommittee meetings, at which the board discussed or voted on the contract, the board member or**  
287 **employee abstained from voting.**  
288

289 I further attest that the following is being provided with this form:  
290

- 291 a. A certified board membership roster listing all members on the board at the time of the vote on the approval of  
292 the contract with a vote tally indicating attendance or absence at the meeting(s), including subcommittee meetings,  
293 and for those in attendance, the affirmative and negative votes and abstentions for each member.  
294 b. Consistent with the procedures outlined in section 112.3143, Florida Statutes, the dated and executed conflict of  
295 interest form that was submitted at or before the board meeting(s) in which a vote related to the contract took  
296 place, for board member/employee who has any relationship with the contracting vendor.  
297 c. A draft copy of the related party contract and amendments, as applicable.  
298 d. Documentation supporting the method of procurement of the related party contract, for contracts that require  
299 competitive selection / procurement process.  
300 e. A copy of the board meeting and committee meeting minutes that document the discussion and approval of the  
301 related party contract (including the name of the contractor and the value of the contract). The minutes must  
302 clearly reflect the verbal disclosure of the conflict during the meeting.  
303

304 I certify that the information above is true and correct.  
305

306 Signature of Board Chairperson / Vice Chairperson\*

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

307  
308 \* Must be certified and attested to by the board's Chair or Vice Chair.

\_\_\_\_\_ Date

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

I, \_\_\_\_\_, a board member / an employee of the board (circle one) hereby disclose that I, myself / my employer / my business / my organization/ OR "Other" (describe) \_\_\_\_\_ (circle one or more) could benefit financially from the contract described below:

Local Workforce Development Board:

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

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

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

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

For purposes of the above contract the following disclosures are made: The contractor's principals\*\*/owners\*\*\*: (check one)  
\_\_\_\_\_ have no relative who is a member of the board or an employee of the board; OR  
\_\_\_\_\_ have a relative who is a member of the board or an employee of the board, whose name is:

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

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

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

\_\_\_\_\_  
Date

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

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

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

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

**EXHIBIT E**  
**TOTAL COMPENSATION OF EXECUTIVE LEADERSHIP AND OTHER SPECIFIED**  
**EMPLOYEES**

(Subsection 445.007(13), Florida Statutes, and Executive Order 20-44)

Entity Name:

Fiscal Year:

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

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

---

Signature

---

Printed Name

---

Title

---

Date

**Definitions:**

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

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

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

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

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



## **SFWIB EXECUTIVE COMMITTEE**

**DATE:** 8/8/2024

**AGENDA ITEM NUMBER:** 5

**AGENDA ITEM SUBJECT:** SOUTH FLORIDA WORKFORCE INVESTMENT BOARD BYLAWS

**AGENDA ITEM TYPE:** **APPROVAL**

**RECOMMENDATION:** SFWIB staff recommends to the Executive Committee to recommend to the board the approval of the revised SFWIB Bylaws as set forth below.

**STRATEGIC GOAL:** **STRONG WORKFORCE SYSTEM LEADERSHIP**

**STRATEGIC PROJECT:** **Strengthen workforce system accountability**

### **BACKGROUND:**

During the July 11, 2024 SFWIB Executive meeting, staff presented to the committee the revised by-laws for approval. Members were updated on the changes removing Monroe County and updating terminology from Interlocal Agreement to Ordinance Agreement. The item passed and was scheduled to be presented to the full board on August 15, 2024.

A subsequent modification has been made to Section 3.3: Board Member Recruiting, Vetting, and Nominating. The recruiting section did not consider situations where board vacancies would not be filled. Staff proposed new language to address the matter, which has been reviewed and approved by the Miami-Dade County Attorney's Office and incorporated into the final document.

- Page 4 - Section 3.3: Board Member Recruiting, Vetting and Nominating (Recruitment Process Instructions). The following new language was added "The CLEO, in consultation with the Executive Director, shall determine whether and when the vacancy shall be filled."
- The next paragraph was revised as follows:
  - Vacancies on the Board may be filled with eligible individuals, irrespective of the sector they will represent. Board Membership shall be consistent with Section 3.2 Categories of Membership, local Board requirements, and applicable state, federal, and local laws.
  - Within 15 days of a vacancy, a Board seat being slated to become vacant, or another time designated by the CLEO, the Executive Director shall work closely with the Executive Committee to identify eligible candidates to fill vacant seats on the Board. Notwithstanding the aforementioned, the CLEO has discretion to appoint members to the Board who were not identified by Executive Committee.

On July 18, 2024, SFWIB received the final draft of the 2024-2027 Grantee / Sub-Grantee Agreement from Florida Commerce. The draft has been reviewed by Miami Dade County Attorney's Office and deemed legally sufficient. The draft Grantee / Sub Grantee Agreement added new language that subsequently required staff to make additional changes. Staff is therefore recommending the following additions:

- Page 7 - Section 3.7: New Member Orientation and Annual Training - The letter C was added stating; “Failure to attend mandatory new hire orientation and/or annual "refresher" training may result in removal from the Board, in addition to all other remedies available to Florida Commerce”.
- Page 8 – Section 3.8: Removal – The letter h. was added stating; “Failure to complete mandatory new member orientation and/or annual ‘refresher’ training”

With the aforementioned changes, SFWIB staff recommends to the Executive Committee to recommend to the board the approval of the revised SFWIB Bylaws. With the Board's approval the By-Laws will be submitted to Mayor Cava for signature.

**FUNDING:** N/A

**PERFORMANCE:** N/A

*ATTACHMENT*





# BYLAWS OF THE SOUTH FLORIDA WORKFORCE INVESTMENT BOARD d/b/a CAREERSOURCE SOUTH FLORIDA

## ARTICLE I

### NAME, CREATION AND AUTHORITY, TAX EXEMPT STATUS, PURPOSE AND POWERS

**Section 1.1** *Name* - The provisions of this document constitute the By-Laws of the South Florida Workforce Investment Board (“SFWIB” or “Board”), a separate public body, corporate and politic, and a agency and instrumentality of Miami-Dade County.

**Section 1.2** *Creation and Authority* – Article LXVII of the Code of Miami-Dade County, Florida (“Code”), authorizes the South Florida Workforce Investment Board for Local Workforce Development Area 23 (“LWDA” or “Area 23”) of the State of Florida, chapter 445, Florida Statutes, and applicable state and federal law. In the event of a conflict between Article LXVII of the Code and these Bylaws, Article LXVII of the Code shall control.

**Section 1.3** *Tax Exempt Status* - The SFWIB is a governmental body in all respects and eligible to exclude income under Section 115 of the Internal Revenue Code of the United States and contributions which are deductible under Section 170(c)(1) of the Internal Revenue Code of the United States.

**Section 1.4** *Mission* – The dual mission of the SFWIB is to facilitate the connection between competent and capable individuals and local employers, while also offering career advancement opportunities to residents of South Florida that contribute to their overall economic well-being. The SFWIB values:

- Integrity and ethical behavior in all of our actions and dealings
- Fiscal and personal accountability
- Excellent service delivery
- Forward thinking and innovation
- Passion and commitment to both internal and external customers
- Diversity in experiences and thinking

**Section 1.5** *Purpose and Responsibilities* - The purpose of the SFWIB is to perform any and all duties necessary for the accomplishment and purpose of the Workforce Innovation and Opportunity Act (“WIOA”), in accordance with federal, state and local laws. In collaboration with required and additional stakeholders, the SFWIB shall provide strategic and operational oversight to develop a comprehensive and high-quality workforce development system in Miami-Dade County and public policy guidance of WIOA programs. The SFWIB shall work toward achieving the state’s strategic and operational visions and goals, and shall exercise all powers provided by or under the authority of the Board including, but not limited to, chapter 445 Florida Statutes. An emphasis shall be placed on services to individuals with barriers as well as other individuals identified in the SFWIB Strategic Plan.



**Section 1.6 Powers** - The Board shall have and exercise all rights and powers granted to Local Workforce Development Boards under the WIOA, section 445.007(5), Florida Statutes, these bylaws, Article LXVII of the Code, and as permitted by the laws of the State of Florida. The exercise of said rights and powers by the Board shall not be inconsistent with the provisions of the WIOA.

## **ARTICLE II LIMITATIONS ON BOARD MEMBERS**

**Section 2.1 Limitation on Board Members** - The Board shall be non-partisan, non-sectional, and non-sectarian and shall take no part or lend its influence or facilities to the nomination, election, or appointment of any candidate for public office. The Board shall be prohibited from lobbying entities or persons, except for legislative requests made by the Board to the Miami-Dade County Office of Intergovernmental Affairs as required by Article LXVII of the Code or as may be authorized by the Miami-Dade Board of County Commissioners.

## **ARTICLE III MEMBERSHIP AND DUTIES**

**Section 3.1 Representation** - The SFWIB members shall be representative of the population of the Local Workforce Development Board (LWDB) 23. The membership shall be based on the diversity of the economic and demographic composition of the LWDB 23 to assure equitable representation.

**Section 3.2 Categories of Membership** - Pursuant to Pub. L. No. 113-128, WIOA, Sections 107; 20 Code of Federal Regulations 679.320; and section 445.007, Florida Statutes, the Board shall be comprised of members that represent entities in the categories provided below. Members must be individuals with optimum policy-making authority within the entities they represent, as the term is defined by 20 CFR 679.340. The number of members and the composition of the Board shall be in accordance with applicable law as provided herein.

### **A. Business**

A majority of the Board members shall represent businesses in the LWDA as individuals who:

- a. are owners of a business, chief executive officers, chief operating officers, or other individuals with optimum policymaking or hiring authority;
- b. represent businesses, including small businesses, or organizations representing businesses that provide employment opportunities that, at a minimum, include high-quality, work-relevant training and development in in-demand industry sectors or occupations in the LWDA, as those terms are defined by the WIOA; and



- c. are appointed from among individuals nominated by local business organizations and business trade associations.

At least two members must represent small business as defined by the U.S. Small Business Administration.

## **B. Labor / Apprenticeships**

Not less than 20 percent of the members must be representatives of the workforce within the LWDA and:

- a. Include at least two representatives of labor organizations nominated by local labor federations. If no employees are represented by such organizations, at least two other representatives of employees shall be on the Board.
- b. Include at least one representative, who shall be a member or a training director, of a joint-labor management, or union affiliated, registered apprenticeship program who must be a training director or member of a labor organization. If no union affiliated registered apprenticeship program exists in the LWDA, at least one representative of a registered apprenticeship program with no union affiliation in the LWDA must be appointed, if such a program exists.
- c. May include one or more representatives of community-based organizations that have demonstrated experience and expertise in addressing the employment, training or education needs of individuals with barriers to employment, including organizations that serve veterans or provide/support competitive integrated employment for individuals with disabilities.
- d. May include representatives of organizations that have demonstrated experience and expertise in addressing the employment, training, or education needs of eligible youth, including representatives of organizations that serve out-of-school youth.

## **C. Education**

Members must include representatives of entities administering education and training activities in the LWDA and:

- a. Include a representative of eligible training providers administering adult education and literacy activities under Title II of WIOA.
- b. Include a representative of institutions of higher education providing workforce investment activities (including state/community colleges).
- c. Include a private education provider, if a public education or training provider is represented on the Board. This requirement may be waived by the CareerSource Florida Board of Directors if it is demonstrated that such representative does not exist in the LWDA.



- d. May include representatives of local educational agencies or community-based organizations with demonstrated experience and expertise in addressing the education or training needs of individuals with barriers to employment.

If there is more than one institution in each of the types of educational entities listed above, nominations will be solicited from representatives of each of these entities. The Board shall describe, in a locally defined process, how private education providers will be identified and efforts to include those representatives on the Board. If through the local process, the Board finds that a private education provider representative does not exist in the LWDA, the Board shall submit a request to waive the requirement as outlined in CareerSource Florida Administrative Policy 91.

#### **D. Governmental / Economic / Community Development**

Members must include representatives of economic and community development, as well as governmental entities serving the local area with:

- a. At least one individual representing economic and community development entities serving the LWDA.
- b. At least one individual representing the State Employment Service office under the Wagner-Peyser Act serving the local area.
- c. At least one individual representing the programs carried out under Title I of the Rehabilitation Act of 1973, other than sec. 112 or part C of that title serving the local area.

#### **E. Other Entity Representation**

Members may include other individuals or representatives of entities including: (1) governmental and economic and community development entities who represent transportation, housing and public assistance programs; (2) philanthropic organizations serving the LWDA; and (3) other appropriate individuals as determined by the CLEO of Miami-Dade County.

**Section 3.3 Board Member Recruiting, Vetting and Nominating** - The Board, in consultation with the CLEO shall recruit, vet, and nominate prospective SFWIB members as detailed in Article V. The members shall represent diverse geographic areas within the LWDA. Pursuant to section 445.007, Florida Statutes, the importance of minority and gender representation must be considered when making appointments to the Board.

#### **Recruitment Process Instructions**

When there is a vacancy on the Board, the Executive Director shall, within three days of the vacancy, send a written notice of the vacancy to the Board and the CLEO. The CLEO, in consultation with the Executive Director, shall determine whether and when the vacancy shall be filled.

Vacancies on the Board may be filled with eligible individuals, irrespective of the sector they will represent. Board Membership shall be consistent with Section 3.2 Categories of Membership, local Board requirements, and applicable state, federal, and local laws.

Within 15 days of a vacancy, a Board seat being slated to become vacant, or another time designated by the CLEO, the Executive Director shall work closely with the Executive Committee to identify eligible candidates to fill vacant seats on the Board. Notwithstanding the aforementioned, the CLEO has discretion to appoint members to the Board who were not identified by Executive Committee.

If the vacancy is from the Business, Education, Labor or Economic Development Board membership categories, the applicable processes below will be followed:

1. Business – Representatives must be nominated by local business organizations and/or business trade associations and then submitted for review.
2. Education – When there is more than one local area provider of adult education and literacy activities under title II, or multiple institutions of higher education providing workforce investment activities as described in WIOA sec. 107(b)(2)(C)(i) or (ii), nominations are solicited from those particular entities.
3. Labor – Representatives must be nominated by local labor federations.
4. Economic Development – the CLEO or Executive Committee shall solicit nominations from both public and private local economic development agencies.

**Section 3.4 Appointment of Members** – Only the CLEO can appoint members to the SFWIB. The CLEO may not delegate the responsibility of appointing members of the SFWIB to the Executive Director. SFWIB members are not permitted to assign or designate their Board position on the SFWIB or Council. Upon appointment, SFWIB members must be trained on federal, state and local conflict-of-interest laws and policies.

Members are prohibited from instructing or requesting that the CLEO, or their subordinates, appoint or remove any member from the Board. Any member who engages in the aforementioned conduct shall be subject to a recommendation for removal by the Board. A removal recommendation will be submitted to the CLEO for review and consideration if a consensus of the board is reached by a two-thirds vote. It is essential to note that written authorization from the CLEO is required for any action pertaining to the removal of a member.

#### **Appointment Process Instructions:**

Once the CLEO or Executive Committee refers a potential SFWIB member to the Executive Director and that nominee satisfies legal, regulatory, and local requirements, the following steps are initiated:

1. The nominee completes a Membership Nomination and Reappointment Form, including a career biography/resume.

2. The nominee submits the Membership Nomination and Reappointment Form and career biography/resume to the Executive Director.
3. The Executive Director forwards submitted documents to the Executive Assistant.
4. For private sector nominees, the Executive Assistant will verify the nominee's status in the business community (i.e., whether the nominee is in good standing with a Chamber of Commerce and/or economic development organizations).
5. The Executive Assistant will scan and file the submitted documents. The original hard copy is placed in folder labeled Pending Nomination.
  - a. The Executive Assistant will transmit documents to the Executive Director for submission to the Executive Committee for review and recommendation to the Board for approval. If the nominee is not approved, the Executive Director shall notify the nominee, in writing, of such decision.
  - b. If the Executive Committee approves the nomination, the nomination shall be included on the next SFWIB Agenda for the Board to consider. If the nominee is not approved the Executive Director shall notify the nominee, in writing, of such decision.
  - c. If the SFWIB approves the nominee, the Executive Assistant shall prepare a memo to the appropriate CLEO recommending the individual for appointment to the Board. The Membership Nomination and Reappointment Form, including the career biography/resume shall be included with the memo.
6. If the CLEO appoints the Board's approved nominee, the following procedures shall commence:
  - a. The new Board member is registered for new member training.
  - b. The new member receives a congratulatory letter from the CLEO with instructions for Board Member Orientation conducted by the Executive Director.
  - c. SFWIB Executive Assistant completes all necessary documents, adds the member to the Board Member Directory and Board Member Distribution List, and ensures that the new member's name is included in appropriate section of the website.
  - d. Once the new member receives a committee assignment, the Executive Assistant will add the member to the appropriate committee distribution list.

**Section 3.5 Terms/Term Limits** – SFWIB members shall be appointed for fixed and staggered terms and shall serve until their successors are appointed. All appointments shall be for a two-year term, with reappointment occurring after the second year. Members may serve two additional terms. A member's service shall not exceed a total of three (3) consecutive terms or six (6) consecutive years. Notwithstanding the above, members who represent governmental entities are exempt from term limits. Service, which commenced before July 1, 2021, does not count toward the 6-year limitation.

To establish staggered terms, members shall be divided into three (3) groups, the first of which will be new SFWIB members, which will serve an initial term of two (2) years. The second group will consist of those who begin their term the year following the term of the first group. The third group will consist of those who begin their term the following term of the second group.

**Section 3.6 Vacancies** – A SFWIB member who becomes ineligible to serve on the Board must resign or be removed by the CLEO that appointed him or her. Vacancies should be filled within twelve (12) months from the original vacancy occurrence. All appointments to fill vacancies should follow the same process provided in this Section 4. New SFWIB members must be appointed to fill the same category of membership as that in which the vacancy occurred; however, new members do not have to be from the same educational entity, organization or business as the departing members. If a member resigns or is removed before their term has expired, the newly appointed member will begin a new two-year term.

**Section 3.7 New Member Orientation and Annual Training** - SFWIB members must participate in orientation and annual training. The purpose of orientation and training is to provide SFWIB members with information that empowers them to effectively serve. All new members are required to complete new member orientation within six months of their appointment to the Board. The Executive Director is responsible for overseeing and developing the member orientation.

- A. SFWIB members must complete annual refresher training regarding their duties and responsibilities as a member of the Board. Such training will be on topics provided by CareerSource Florida Administrative Policy 110.
- B. New member and refresher training may be offered in-person and/or virtually. Using the Board Engagement Matrix, the Board will monitor member participation in convening stakeholders, brokering relationships with employers, and leveraging support. Upon request, attendance records and course completion dates will be provided.
- C. Failure to attend mandatory new hire orientation and/or annual "refresher" training may result in removal from the Board, in addition to all other remedies available to Commerce.

**Section 3.8 Removal** – A SFWIB member, the Executive Director, or the designated person responsible for operational and administrative functions, may be removed from the Board as follows:

- A. **For Cause** – The Governor may remove from office, for cause, SFWIB members, the Executive Director, or the designated individual accountable for operational and administrative functions, in accordance with section 445.007 of the Florida Statutes. In addition, members may be removed by a vote of 2/3 of the Board or by the CLEO who appointed them.
- B. The following grounds for removal for cause shall include, but not be limited to:
  - a. Disclosure of confidential information;
  - b. Misuse of position;
  - c. Failure to disclose conflict of interest;
  - d. Incapacity or unfitness to fulfill the duties of the Board;

- e. Engaging in fraud or other criminal acts while a member of the Board;
- f. Gross dereliction of Board responsibilities;
- g. Infractions of misfeasance (willful inappropriate action or intentional incorrect action or advice), malfeasance (willful and intentional action that injures a party), or nonfeasance (the failure to act where action is required—willfully or in neglect);
- h. Failure to complete mandatory new member orientation and/or annual ‘refresher’ training;
- i. Other causes as may be determined by the Board and/or defined by the Governor or CLEO.

C. Resignations

- 1. Voluntary resignations are defined as the act of a member voluntarily electing to resign from the Board for personal reasons and providing sufficient notice of their intention to do so.
- 2. Involuntary resignations (de-facto resignations) will occur when a member fails to attend one-half of either the regularly scheduled Board or Board Committee/Council meetings in a 12-month period. An involuntary resignation may be set aside at the request of the member and upon approval by a majority vote of the Board.
  - i) The Executive Director will send a letter to any member who fails to attend two consecutive meetings, including committee or task force meetings, in any 12-month period without adequate explanation and/or communication.
  - ii) Following the notification, the Executive Director will notify the CLEO and recommend that the member be removed from the SFWIB if said member misses a third meeting, including a committee or task force meeting, in any 12-month period without an acceptable excuse. The SFWIB defines “acceptable excuse” as medical, business travel, or other reason that the SFWIB, by majority vote, deems appropriate.

**Section 3.9 *Financial Disclosure*** – Financial disclosures pursuant to section 112.3145, Florida Statutes, are required of appointed members as follows, unless otherwise exempt under Florida law:

- a. Financial disclosure Form 1 is due July 1 of each year for the preceding calendar year.
- b. Notifications will be sent to all members at least 30 days in advance of the deadline.
- c. Forms should be submitted to the Supervisor of Elections in the member's county of permanent residence.
- d. A grace period is in effect until September 1. If the disclosure is not filed or postmarked by September 1, an automatic fine of \$25 per day will begin to accrue, and will continue to accrue until the disclosure is filed or the fine reaches \$1,500.
- e. Failure to submit Financial Disclosure Form 1 by the July 1st deadline could result in a finding of non-compliance with the Grantee-Subgrantee Agreement for the SFWIB.



## ARTICLE IV OFFICERS

**Section 4.1** Appointed Officers - The officers shall consist of a Chairperson (“Chair”) and Vice-Chairperson (“Vice-Chair”) who are approved by majority vote of the Board.

**Section 4.2** Duties - The officers of the Board shall have the following duties:

- A. Chair. The Chair shall be the chief appointed officer of the Board and shall preside at all Board and Executive Committee meetings. The Chair shall appoint council Chairs and council Vice-Chairs, subject to the approval of the SFWIB. The Chair may be removed from office without cause at any time upon the affirmative vote of a majority of the then appointed members of the SFWIB who are empowered to vote.

All such council and task force chairs and members shall serve at the pleasure of the Chair. The Chair may remove the chair of any such council or task force and any and all such council members or task force members without cause at any time.

The Chair shall serve as an ex-officio member of all standing committees and shall perform such other duties as set forth in these Bylaws or as determined by the Board. The Chair shall be a “Business” representative and preside at all meetings of the SFWIB.

- B. Vice Chair. The Vice-Chair shall perform the duties of the Chair in the absence of the Chair or in the event of the Chair’s inability to perform his or her duties. The Vice-Chair shall serve as the chair of the Board’s membership committee and shall perform such other duties as are assigned by the Chair.

The Vice-Chair may be removed from office without cause at any time upon the affirmative vote of a majority of the then appointed members of the SFWIB who are empowered to vote.

In the event that the office of the Chair is vacant, the Vice-Chair shall assume the duties and powers set forth in (A) (1), (3) and (4) hereinabove until such time as the office of the Chair is no longer vacant. The Vice-Chair shall be a “Business” representative.

- C. Qualifications. All officers appointed after the first annual meeting of the Board must have been a member of the Board for at least one year prior to being appointed to office.
- D. Appointment. The Chair and Vice-Chair shall be elected by the Board and shall serve one two-year term commencing January 1<sup>st</sup> following their appointment. The Chair's and the Vice-Chair's terms shall be limited to two consecutive two-year terms. There are no limitations on the number of nonconsecutive terms members may serve or offices they may hold.

**Section 4.3** Executive Director - The Board shall have the authority to recommend an Executive Director to serve as the Chief Executive and Operating Officer for the Board and as such shall implement the policies, decisions, actions and directives of the Board. The Executive Director may be removed at the discretion of the Board. The Executive Director shall serve as Secretary to the Board, charged with preparing notices, agendas, minutes of the meetings of the Board and Committees, and shall serve as the custodian for all minutes and voting records of official Board business. The Executive Director shall be a



non-voting member of the Board, Executive, Finance and Efficiency Council, Global Talent & Competitive Council, Performance Council and any ad-hoc committees and task forces. The Executive Director shall serve as advisor to the Chair and all council Chairs and task forces and shall assemble information and data and cause to be prepared special reports as directed by the Board.

Board functions that are the responsibility of the Executive Director include, but are not limited to:

- A. Coordinating with the appropriate CLEO regarding the identification and nomination of members to the Board and ensuring membership is compliant with state and federal laws.
- B. Organizing Board meetings and ensuring meetings are held according to the Bylaws and applicable laws, including Florida's Sunshine Law.
- C. Developing and submitting the local and regional workforce development plan.
- D. Conducting oversight of the WIOA adult, dislocated worker, youth programs and the entire One-Stop delivery system including development of policies and monitoring the administration of the programs.
- E. Negotiating and executing agreements on local performance metrics.
- F. Negotiating with the appropriate CLEO and required partners for the Memorandum of Understanding (as prescribed in CareerSource Florida Administrative Policy 106).
- G. In compliance with the Board's procurement policy, providing oversight of the competitive procurement process for procuring or awarding contracts to providers of youth programs services, providers of workforce services (if applicable), and the One-Stop Operator as required in 20 CFR 679.370.
- H. Developing an annual budget of SFWIB each program year to be submitted to the Florida Department of Commerce and published in accordance with state law.
- I. Certifying the One-Stop career centers per the CareerSource Florida Administrative Policy 93.

In the event that the Office of the Secretary is vacant, the Chair or in the event of a vacancy in the office of the Chair, the Vice-Chair shall appoint a member of the SFWIB staff to serve as the Secretary Pro Tem of the SFWIB until such time as the Office of the Secretary of the SFWIB is no longer vacant.

## **ARTICLE V BOARD MEMBER/COMMITTEES (COUNCILS)**

**Section 5.1** Regular Meetings - The Board shall hold regular meetings at least six times during a calendar year. Notwithstanding the prior sentence, the number of meetings may be amended at the discretion of the Chair. The schedule shall be provided to Board Members and posted on SFWIB's website at the start of the calendar year.

**Section 5.2** Special and Emergency Meetings - Special and emergency meetings may be called by the



Chair or by a majority of the members of the Board.

**Section 5.3 Place of Meeting** - The Chair, in coordination with the Executive Director, shall designate the location of meetings to ensure compliance with accessibility and other legal requirements, including the Sunshine Law.

**Section 5.4 Notice of Meeting** - All meetings will be advertised and open to the general public in compliance with the Sunshine Law, the requirements of chapter 445, Florida Statutes, and the Grantee/Sub-grantee Agreement. Notice of the date, time, and place of all SFWIB meetings shall be emailed to all members at least seven days in advance of such meetings, together with an agenda of the business to be conducted. If a special or emergency meeting is called pursuant to the provisions of Section 5.2 above, a minimum of 24-hour notification will be provided.

**Section 5.5 Communication Media Technology** - Members may attend a maximum of three Board meetings per calendar year via means of communications media technology, defined in section 28-109.002 of the Florida Administrative Code - to mean the electronic transmission of printed matter, audio, full-motion video, freeze frame video, compressed video, and digital video by any method available and shall include, but not be limited to, telephone conference, video conference or similar communications equipment.

Members using communications media technology to attend meetings must be: (i) allowed to participate in Board discussions; (ii) able to be heard by other Board members; and (iii) able to be heard by the public. Notwithstanding the above, physical attendance at all Board and committee meetings is preferred. If a member is unavailable to be physically present due to an emergency or circumstances beyond their control, and would like to participate in the meeting using communications media technology, said member shall notify the Chair and Executive Director no later than 48 hours prior to the start of said meeting so that such communications media technology may be established for said meeting.

These Bylaws shall not be construed to authorize any proceeding otherwise subject to the provisions of section 286.011, Florida Statutes, to be held exclusively by means of communications media technology without making provision for the attendance of any member of the public who desires to attend unless expressly authorized by law. SFWIB meetings conducted using communications media technology shall comply fully with section 120.54, Florida Statutes, and chapter 28-109, Florida Administrative Code, as may be amended from time to time.

**Section 5.6 Attendance** - The SFWIB must hold at least six in-person meetings throughout the course of the calendar year. Members may attend via communications media technology a maximum of two times in a succession, after which, in-person attendance is required before remote participation is further permitted. As specified in Section 4.9B (2), any member who is absent from three of the six SFWIB meetings within a fiscal year, shall be deemed to have voluntarily resigned from the SFWIB unless the member's absences were excused, in advance, for cause by the Chair.

**Section 5.7 Quorum** - A majority of the Board membership qualified and sitting shall constitute a quorum for the transaction of business at meetings of the Board, including those members attending via communications media technology as outlined in Section 6.5. In the absence of a quorum, the Executive Committee may take official action on items of a Board agenda, which actions may be ratified by the Board at the next Board meeting.



**Section 5.8 Voting** - All matters before the Board (except amendments to Bylaws-See Section 8.2) shall be determined by a majority vote of members at the meeting after a quorum has been established. Each member (including those attending via communications media technology as outlined in Section 6.5), shall be able to cast one vote, and must vote on any business of the Board or any Council(s) to which he/she is assigned. The SFWIB prohibits the use of proxies to attend or vote on behalf of a member who is unable to do so in person or through communications media technology.

If a conflict of interest exists or is thought to exist, the corresponding member must abstain from voting or otherwise participating in the proceedings related to the matter and shall leave the public meeting room or other location of the public meeting until the consideration of that matter has been concluded. Any such person who leaves the public meeting room or other place of the public meeting shall be deemed absent for purposes of constituting a quorum, counting the vote or for any other purpose.

**Section 5.9 Conflict of Interest** – Board Members and staff must maintain integrity, accountability and transparency in decisions and actions that earn and protect the public trust. This includes taking all necessary steps to avoid appearances of conflicts of interests. A member shall not cast a vote on or participate in any decision regarding the provision of services by said member, their relatives, any organization that the member directly represents, or any matter that would provide any direct financial benefit to the member or, where the member has a relationship with the contracting vendor. All members shall follow the guidelines and restrictions set forth in chapter 445 of the Florida Statutes, CareerSource Florida Strategic Policy 2012.05.24.A.2-State and Local Workforce Development Board Contracting Conflict of Interest Policy, as well as the requirements in the Department of Commerce’s Grantee/Sub-grantee Agreement.

Such contracts may only be approved with a two-thirds vote of the Board members present and where all conflicts of interest have been disclosed, and with the member who may benefit from such a contract (or whose organization or relative may benefit) abstaining from the vote. Any contract awarded to a SFWIB member, or a contracting vendor related to a SFWIB member, that is equal to or greater than \$10,000, is subject to DEO approval and requires the completion of a Contract Information/Related Party Form that has been certified by the Chair or Vice-Chair as correct and true. Such contracts will be published on the SFWIB website in accordance with chapter 445.

**Section 5.10 Procedure at Meetings**

- A. Robert’s Rules of Order shall govern the procedure of Board meetings except when inconsistent with the provisions of these Bylaws.
- B. All business shall be conducted in accordance with a written agenda published in accordance with the provisions of these Bylaws.
- C. Participation in meetings shall be limited to SFWIB members, Board staff and other invited guests and speakers.
- D. The Board shall be comply with section 286.0114, Florida Statutes and provide members of the public with a reasonable opportunity to be heard.
- E. All business of the Board shall be conducted in accordance with the Florida Government in the Sunshine Law.

- F. SFWIB members may attend meetings in-person or virtually except for the annual meeting where in-person attendance is required.
- G. The Secretary of the Board shall record and transcribe all proceedings. At the next routinely scheduled meeting where a quorum has been established, meeting minutes will be reviewed, amended, and approved as necessary. The minutes shall indicate which Board members were present or absent and shall record the official acts of the Board; the Vote Tally Sheet shall record member voting (ayes, noes, and abstentions). Abstentions due to a conflict of interest shall be recorded along with the member's name and the rationale for the abstention. After ratification by the Board, the meeting minutes serve as the official record of the business conducted at that meeting. Copies of approved minutes shall be posted on the SFWIB website within 15 days of Board approval.

**Section 5.11 Committees (Councils)**

SFWIB shall establish and maintain the following Committees/Councils comprised of Board members to assist the Board in carrying out its duties and responsibilities. Council membership and leadership appointments, as described in Section 4.2A, are appointed by the Board Chair and subject to Board ratification. SFWIB staff may not serve on committees. As specified in Section 5.1, the Committees/Councils shall meet on the same days as the SFWIB regular Board meetings, as provided in Section 5.1. The Committee/Council Chairs may call special and emergency meetings as deemed necessary.

**Section 5.12 Executive Committee** – The Executive Committee shall be comprised of the Chair, Vice-Chair, Council Chairs and Vice-Chairs. The Executive Committee shall serve as a committee with administrative oversight responsibilities and is empowered to act and take necessary interim action to implement the plans and programs of SFWIB between meetings of the Board. All restricted assets shall be managed by the Executive Committee of the Board. An Executive Committee report will be made at each Board meeting at which time the actions of the Executive Committee may be reviewed and ratified by the Board.

**Section 5.13 The Finance and Efficiency Council (FEC)** –The FEC oversees the development of the annual budget and ensures accurate tracking, monitoring and accountability for funds. The FEC shall review the Executive Director's recommended budget and make recommendations regarding the budget to the Board. The FEC is responsible for the review and approval of the annual audit and audit firm.

**Section 5.14 Global Talent and Competiveness Council (GTCC)** - The GTCC is responsible for developing and delivering talent (youth and adult) to meet marketplace needs to grow South Florida's legacy and infrastructure industries, as well as those industries that hold promise and have been identified as economic development priorities for diversifying the regional economy with high-wage jobs. GTCC also focuses on the area's economic development agenda and common strategic target. The council advises the Board on the development and implementation of policies, strategies, programs, and activities affecting workforce development by focusing on Opportunity Miami's One Community One Goal, identified seven targeted sectors.

**Section 5.15 Performance Council**- The Performance Council is responsible for ensuring compliance with the U.S. Department of Labor's federal common measures, the REACH Act Letter Grades and SFWIB performance goals, including both programmatic and financial outcomes on measures such as job placements, cost per placement and return-on-investment. The council provides oversight and accountability



for positive outcomes of Florida’s federal common measures.

**Section 5.16 Ad Hoc Committees** - Ad Hoc Committee(s) shall be established as temporary committees to address specific issues. Ad Hoc Committees shall be chaired by a SFWIB member. Membership of Ad Hoc Committee(s) may include other SFWIB members, but must include individuals, appointed by SFWIB, who are not on the Board and have demonstrated experience and expertise in accordance with state and federal laws.

## **ARTICLE VI INDEMFICATION AND COMPENSATION**

**Section 6.1 Indemnification** - The Board shall indemnify, defend, save, and hold harmless each member from personal liability to the maximum extent authorized by law. It is the intent of this Article that no member shall have personal liability for his or her acts or omissions except in those instances where the Board is prohibited, by law, from indemnifying, defending, saving, and holding harmless such member. Additionally, in the event of dissolution, liquidation, termination, or expiration of the existence of the SFWIB, the Board shall follow the provisions of applicable law regarding payments, debts, obligations, assets and income.

**Section 6.2 Compensation** – Board members shall serve without compensation; however, members may be reimbursed for necessary expenses incurred in the performance of official duties upon approval in writing by CLEO of Miami-Dade County or his or her designee, in accordance with Article LXVII of the Code. Expenses shall be reimbursed in accordance with federal and state laws and regulations, and Miami-Dade County policies.

## **ARTICLE VII ENACTMENT/AMENDMENT**

**Section 7.1 Enactment** - These Bylaws shall become effective upon approval of the Board. Approval for enactment shall require a two-thirds vote of the full membership of the Board, after notice to the membership. Said notice shall be made no later than 10 days prior to the meeting at which the Bylaws are placed on the agenda. These Bylaws shall not be construed to take precedence over federal, state, or local laws or regulations or to limit or constrain the rights and obligations of the Board.

**Section 7.2 Amendments** - The bylaws may be altered, amended, or repealed and new bylaws adopted by the affirmative vote of a two-thirds of the membership of the Board in attendance at any meeting.



## ARTICLE VIII STAFF SUPPORT AND PROFESSIONAL ASSISTANCE

**Section 8.1** *Staff Support and Professional Assistance* - The Board and its committees shall be provided administrative, clerical, and technical support by the Board's staff. The staff shall implement the policies, decisions, actions and directives of the Board under the supervision and control of the Executive Director. It shall be the Executive Director's responsibility to assure such support is available as necessary or as requested by any Board/Committee. However, any such requests or directives by members of the Board shall be made solely to the Executive Director and shall not be made to any other employees of the SFWIB either publicly or privately. If determined necessary, the Board may hire professional consultants, including legal counsel, to assist in carrying out its responsibilities.

## ARTICLE IX. REVISION HISTORY

<b>Date</b>	<b>Version</b>	<b>Description</b>
July 13, 2023	V3	Issued to the SFWIB Executive Committee.
August 3, 2023	V4	Revised, reissued, and approved by the SFWIB Executive Committee.
August 3, 2023	V5	Issued to the SFWIB.
August 17, 2023	V5	Approved by the South Florida Workforce Investment Board.
February 27, 2024	V5	Submitted to the Chief Local Elected Officer (CLEO) of Miami-Dade County.
March 25, 2024	V5	Approved by the CLEO.
July 11, 2024	V6	Revised and approved by the SFWIB Executive Committee.
July 24, 2024	V7	Updated to reflect new board member involuntary resignation reason related to the Department of Commerce 2024 Grantee/Subgrantee Agreement.
August 1, 2024	V8	Updated recruitment language to clarify how vacancies will be managed.





## **SOUTH FLORIDA WORKFORCE INVESTMENT BOARD**

**DATE:** 8/8/2024

**AGENDA ITEM NUMBER:** 6

**AGENDA ITEM SUBJECT:** ONE-STOP OPERATOR MEMORANDUM OF UNDERSTANDING

**AGENDA ITEM TYPE:** **APPROVAL**

**RECOMMENDATION:** SFWIB Staff recommends to the Executive Committee to recommend to the Board the approval of a revised Memorandum of Understanding with the County Mayor 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:**

At the February 22, 2024 board meeting, SFWIB approved SFWIB staff to serve as the One-Stop Operator for Local Workforce Development Area 23. CareerSource Florida (CSF) subsequently approved SFWIB to serve as the One-Stop Operator. In accordance with Federal Regulation 20 CFR. 679.430 and CSF Administrative Policy #097, SFWIB drafted a Memorandum of Understanding (MOU) between the Board and the Chief Local Elected Official (CLEO) to delineate how the organization will carry out its responsibilities to ensure compliance with the Workforce Innovation and Opportunity Act, Office of Management and Budget circulars and Florida State statutes.

At the April 18, 2024 Board meeting, a draft One-Stop Operator MOU was approved. However, the SFWIB was officially designated as an agency of Miami-Dade County under a new board governance agreement, which was approved by the Miami-Dade County Board of County Commissioners and Mayor Danielle Levine Cava on June 18, 2024. Consequently, a new MOU, which has been approved for legal sufficiency by the Miami-Dade County Attorney's Office, has been completed in accordance with this new designation.

The following sections have been removed from the previous MOU:

- Section VII. Compliance with the Health Insurance Portability and Accountability Act (HIPPA) (Not required for all MOUs)
- Attachments listed:
  - Assurances and Certifications attachment (Removed from shell, attachment only)
  - Assurances Non Construction Programs attachment (Not required for all MOUs)
  - The Florida Clean Indoor Air Act attachment (Removed from shell, attachment only)
  - The Florida Department of Economic Opportunity Memorandum dated July 1, 2021 (N/A now Florida Commerce)
- Section XXXI. Debarment and Suspension (N/A to this MOU)
- Section XXX. Gratuities (N/A to this MOU)
- Section XXXI. Certification Regarding Florida Clean Indoor Air Act (Attachment only)

- Section XXXII. Child Labor Laws (N/A to this MOU)
- Section XXXIII. Public Entity Crimes (N/A to this MOU)
- Section XXXIV. Scrutinized Companies List (updated with new vendor list)
- Section XXXV. Discriminatory Vendors (updated with new vendor list)
- Section XXXVI. Related Party Contracts (N/A to this MOU)
- Section XXXVII. Tracking Victims Protection Act of 2000 (updated with new attestation attachment)
- Section XXXVIII. Purchase of American Made Equipment and Products (N/A to this MOU)
- Section XXXIX. No Assignment (N/A to this MOU)
- Section XL. Byrd Anti-Lobbying Amendment (N/A to this MOU)
- Section XLI. Assurances Non-Construction Programs (N/A to this MOU)
- Section XLII. Assurances of Compliance (Attachment only)
- Section XLIII. Verification of Employment Eligibility (Attachment only)
- Section XLIV. Whistleblower's Act (Attachment only)

**FUNDING:** N/A

**PERFORMANCE:** N/A

*ATTACHMENT*

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SOUTH FLORIDA WORKFORCE INVESTMENT BOARD  
AND  
MIAMI-DADE COUNTY, FLORIDA**

This Memorandum of Understanding (hereinafter “MOU” or “Agreement”) is made and entered into by and between the South Florida Workforce Investment Board d/b/a CareerSource South Florida (“SFWIB” or “CareerSource”), and Miami-Dade County, Florida. Individually referred to as the “Party” or collectively referred to as the Parties.

**WITNESSETH:**

**WHEREAS**, the Workforce Innovation and Opportunity Act of 2014 (“WIOA” or the “Act”) establishes a One-Stop Service Delivery System (“One-Stop System”) assuring coordination between the activities authorized in and linked to the Act.

**WHEREAS**, SFWIB provides workforce development services in Workforce Area 23 of the state of Florida (“Area”), which is comprised of Miami-Dade County.

**WHEREAS**, SFWIB’s services and resources are available through a network of CareerSource centers and access points which comprise the Area’s One-Stop System to provide a seamless and comprehensive array of education, job training, economic development efforts, and other workforce development services to persons within the Area.

**WHEREAS**, the CareerSource Florida Board has approved a recommendation from the Florida Department of Commerce, that CareerSource South Florida be authorized to serve as the One-Stop Operator for Local Workforce Area 23.

**WHEREAS**, CareerSource South Florida is a sub recipient of federal funding to provide workforce services for Local Workforce Area 23.

**WHEREAS**, CareerSource South Florida shall provide space for One-Stop Operator staff to provide oversight of the Local Workforce Development Board’s One-Stop system.

**WHEREAS**, the Parties desire to build a workforce development system, which will dramatically upgrade all Floridians’ workplace skills and economically benefit the workforce, employers, and State.

**WHEREAS**, the Parties desire to ensure compliance and that coordinated efforts are consistent with all federal, state and local requirements to establish and maintain an effective and successful “One-Stop delivery system” (20 CFR Section 678.300).

**NOW THEREFORE**, in consideration of the mutual terms, conditions, promises, and covenants herein set forth, the Parties agree as follows:

**I. SCOPE OF WORK**

**SFWIB** agrees to provide services in accordance with **Exhibit A, Scope of Work**, attached hereto and incorporated by reference as if fully set forth herein. Any modifications to the Scope of Work shall only be valid when they have been reduced to writing, duly approved and signed by both parties.

## **II. RESOURCE SHARING AGREEMENT**

The applicable cost sharing provisions are set forth in the **Exhibit B, Resource Sharing Agreement**, attached hereto and incorporated by reference as if fully set forth herein. Any modifications to the Cost Sharing Agreement shall only be valid when they have been reduced to writing, duly approved and signed by both parties

## **III. PERIOD OF PERFORMANCE**

This MOU shall commence upon **March 1, 2024**, irrespective of the date of execution, and terminate at the close of business on **June 30, 2027**, unless earlier terminated as provided below.

## **IV. NON-DISCRIMINATION AND EQUAL OPPORTUNITY**

As a condition of the award of financial assistance from the Department of Labor under Title I of the WIOA, and the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, the Contractor assures that it shall comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- A. Section 188 of the WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex gender identity, gender expression or sex stereotyping (except as otherwise permitted under title IV of the Education Amendments of 1972), national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I - financially assisted program or activity;
- B. Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000d et seq.), as amended, which prohibits discrimination against qualified individuals on the basis of race, color and national origin;
- C. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, which prohibits discrimination against qualified individuals with disabilities;
- D. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as amended, which prohibits discrimination on the basis of sex in educational programs;
- E. The Age Discrimination Act of 1975 (42 U.S.C. 6101), as amended, which prohibits discrimination on the basis of age;
- F. Section 654 of the Omnibus Budget Reconciliation Act of 1981 (42 U.S.C. 9849), as amended, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs;
- G. The Americans with Disabilities Act of 1990, (42 U.S.C. 12101 et seq.), as amended, which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, state and local government services and telecommunications;
- H. Executive Order (“EO”) No. 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by EO No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and as supplemented by regulations at 41CFR Part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor”; and in Department of Labor regulation 29 CFR Parts 33 and 37 as well as 45 CFR Part 80;

and Part 92, if applicable;

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

The Contractor also assures that it shall comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the Contractor's operation of the WIOA Title I and TANF – financially assisted program or activity and to all agreements the contractor makes to carry out the WIOA Title I and TANF – financially assisted program or activity. The contractor understands the United States has the right to seek judicial enforcement of this assurance.

## V. IMMIGRATION REFORM AND CONTROL ACT

The Contractor shall comply with the requirements of the Immigration Reform and Control Act of 1986, which requires employment verification and retention of verification forms for any individuals hired who will perform any services under this Agreement.

## VI. CONFIDENTIALITY

- A. The Contractor shall maintain the confidentiality of any information regarding program participants that identifies or may be used to identify program participants and which may be obtained through proposal forms, interviews, tests, reports from public agencies or counselors, or any other source. The Contractor shall not divulge such information without the written permission of the participant, or participant's custodial parent or guardian when authorized by law, if applicable, except that such information which is necessary, as determined by the SFWIB, for purposes related to the performance or evaluation of this MOU may be divulged to the SFWIB or such other persons as the SFWIB may designate, who are responsible for monitoring or evaluating the services and performances under the MOU, or to governmental authorities to the extent necessary for the proper administration of the law and the provision of services.

All releases of information shall be in accordance with applicable federal and state laws as well as the policies and procedures of the SFWIB. The Contractor shall provide a completed **Confidentiality Agreement, Attachment 1**, prior to the execution of the MOU.

- B. **Confidentiality Forms.** The Contractor, in the course of receiving and utilizing confidential workforce program information for the purpose of performing its duties under this MOU, shall ensure that all staff, security officers, contractors, and subcontractors, and their employees complete the following certification and acknowledgement forms prior to permitting those individuals to perform any work under or relating to this MOU:
  - a. **Individual Non-Disclosure and Confidentiality Certification Form, Attachment 2**, attached hereto and incorporated herein. The Contractor shall maintain the completed confidentiality forms in each employee's personnel file.
  - b. A universal **Authorization to Obtain Confidential Information Form, Attachment 3**, attached hereto and incorporated herein, for use within the CareerSource center system, shall be filled out and maintained for every job seeker who is referred to employment and/or training opportunities.

- c. A universal **Authorization to Obtain Confidential Employment Information Form, Attachment 4**, attached hereto and incorporated by reference herein, for use within the CareerSource center system, shall be filled out and maintained for every job seeker who is referred to employment and/or training opportunities.
- d. A universal **Authorization to Release Confidential Information Form, Attachment 5**, attached hereto and incorporated herein, for use within the CareerSource center system, shall be filled out and maintained for every job seeker who is referred to employment and/or training opportunities.

## **VII. INDEMNIFICATION**

The Parties shall be fully responsible for their own acts of negligence, or their respective agent's acts of negligence when acting within the scope of their employment, and shall be liable for all attorneys' fees and damages proximately caused thereby; provided, however, that the Parties' liability is subject to the limitations of section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by the Parties, nor shall anything herein be construed as consent by the parties to be sued by any third party for any cause or matter arising out of or related to this Agreement.

Term of Indemnification. The provisions of this indemnification shall survive the expiration or termination of this MOU.

## **VIII. TERMINATION**

This MOU may be terminated without cause by any party hereto upon providing thirty (30) days' prior written notice to the other Parties.

## **IX. NOTICE**

It is understood and agreed between the Parties that written notice shall be mailed and delivered to the addresses set forth below and same shall constitute sufficient written notice. The Parties designate the following:

**For South Florida Workforce Investment Board:**

Rick Beasley, Executive Director  
South Florida Workforce Investment Board  
The Landing at MIA  
7300 Corporate Center Drive, Suite 500  
Miami, Florida 33126-1234

**Miami-Dade County, Florida:**

Daniella Levine Cava, Mayor  
Office of the Mayor, Miami Dade County  
111 NW 1 Street, 29<sup>th</sup> Floor  
Miami, Florida 33128

## **X. AMENDMENTS**

Any alteration, amendment, variation, modification, extension or waiver of provisions of this MOU shall only be valid when it has been reduced to writing, duly approved and signed by the authorized agent of each of the Parties.

**XI. PRIOR AGREEMENTS**

This Agreement, and its attachments and exhibits specified below incorporate and include all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the Parties agree that there are no other commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this Agreement or in its attachments and exhibits. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

**The following is a List of Attachments and Exhibits that are incorporated into this Agreement:**

<u>Type</u>	<u>Letter/Number</u>	<u>Description</u>
Exhibit	A	Scope of Work
Exhibit	B	Cost Sharing Agreement
Attachment	1	Confidentiality Agreement
Attachment	2	Individual Non-Disclosure and Confidentiality Certification Form
Attachment	3	Authorization to Obtain Confidential Information
Attachment	4	Authorization to Obtain Confidential Employment Information
Attachment	5	Authorization to Release Confidential Information
Attachment	6	Certification Regarding Environmental Tobacco Smoke

**XII. GRIEVANCE PROCEDURES**

The Contractor shall comply with all of the SFWIB’s applicable Grievance and Complaint Procedures and as required by state and federal law.

**XIII. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE**

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

**XIV. COMPLIANCE WITH SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT, AS AMENDED BY THE RESOURCE CONSERVATION AND RECOVERY ACT (“RCRA”) FOR THE PROCUREMENT OF RECOVERED MATERIALS**

The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (“EPA”) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. The Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the RCRA.

## **XV. EQUAL TREATMENT FOR FAITH-BASED ORGANIZATIONS**

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

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

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

## **XVI. ENVIRONMENTAL TOBACCO SMOKE**

In accordance with Part C of P.L. 103-227, the "Pro-Children Act of 1994", smoking is prohibited in any portion of any indoor facility owned or leased or contracted by an entity and used regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs whether directly or through state or local governments. Federal programs include grants, cooperative agreements, loans, and loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment. The Contractor shall provide a completed **Certification Regarding Environmental Tobacco Smoke, Attachment 6**.

## **XVII. PUBLIC ANNOUNCEMENTS AND ADVERTISING**

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal funds, the Contractor shall clearly state (1) the percentage of the total costs of the program or project which will be financed with federal funds, (2) the dollar amount of federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

The Contractor shall incorporate "**a proud partner of the American Job Center network**" on all primary electronic resources, including websites, used by the one-stop delivery system (20 CFR section 662.100), and on any newly-printed, purchased, or created materials pursuant to 20 CFR 678.900. Each one-stop delivery system must include "**a proud partner of the American Job Center network**" identifier on all:

- Primary electronic resources used by the one-stop delivery system, and on any newly printed, purchased, or created materials.
- Products, programs, activities, services, facilities, and related property and new materials used in the one-stop delivery system.

## **XVIII. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS**



The Contractor shall comply with 2 CFR Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (superseded OMB Circulars A-21, A-87, A-89, A-102, A-110, A-122, A-133 – see, 78 FR 78590-01 (Dec. 26, 2013)).

#### **XIX. CODES OF CONDUCT**

The Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her domestic partner, or an organization which employs or is about to employ any of the Parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to sub-agreements.

#### **XX. GOVERNMENT-WIDE REQUIREMENTS FOR DRUG-FREE WORKPLACE**

The Contractor shall comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 29 CFR part 94.

#### **XXI. VETERAN'S PRIORITY PROVISIONS**

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

#### **XXII. INTERGOVERNMENTAL PERSONNEL ACT**

The Contractor shall comply with the requirements of the Intergovernmental Personnel Act (42 U.S.C. Chapter 62 Sec. §4701).

#### **XXIII. ADMINISTRATIVE PROVISIONS UNDER TITLE I OF THE WORKFORCE INNOVATION AND OPPORTUNITY ACT ADMINISTRATIVE RULES, COSTS AND LIMITATIONS**

The Contractor shall comply with the requirements of the administrative provisions under Title I of the WIOA Administrative Rules, Costs and Limitations (20 CFR Part 683, Subpart B).

#### **XXIV. CERTIFICATION**

By signing this Agreement, the Parties agree that the provisions contained herein are subject to all applicable, federal, state and local laws, regulations and guidelines relating to nondiscrimination, equal opportunity, displacement, privacy rights of participants, and maintenance of records and other confidential information relating to access point customers.

#### **XXV. GOVERNING LAW AND VENUE**

This MOU shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any legal controversies or legal issues arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to and resolved

under the jurisdiction of the state courts of the Eleventh Judicial Circuit of Florida, to the exclusion of all others, with venue for such dispute(s) to lie in Miami-Dade County, Florida

## **XXVI. FLORIDA PUBLIC RECORDS LAW**

The Parties understand the broad nature of Florida's public records laws and shall comply with same and other laws relating to records retention. The Parties shall keep and maintain public records as required by law for performance of services encompassed in this Agreement. The Parties shall keep records to show their compliance with program requirements in accordance with this Agreement. The Parties and their subcontractors must make available, upon request of a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records in their possession that are directly pertinent to this Agreement for the purpose audits, examinations, excerpts, and transcriptions. Upon request from the any of the Parties' custodian of public records, the Parties must provide a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in in Chapter 119, Florida Statutes, or as otherwise provided by law. The Parties shall ensure that public records that are exempt and/or confidential from public records disclosure requirements are not disclosed except as authorized by law. The Parties shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). Exempt or confidential information should not be disclosed unless authorized by law. Upon completion of the Agreement, the Parties shall transfer, at no cost, all public records in their possession that belong to another party or keep and maintain public records required by the Parties. If the Parties transfer public records to another party during the term of this Agreement or upon completion of the term, the Parties shall destroy any duplicate public records that are exempt and/or confidential from public records disclosure requirements. All records stored electronically must be provided to the any of the Parties, upon request from the Parties' custodian of public records, in a format that is compatible with the information technology systems of the requesting party.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**Via e-mail: [recordsrequest@careersourcesfl.com](mailto:recordsrequest@careersourcesfl.com)**

**Telephone: 305-929-1500**

**South Florida Workforce Investment Board**

**The Landing at MIA**

**7300 Corporate Center Drive, Suite 500**

**Miami, Florida 33126-1234**

## **XXVII. SEVERABILITY**

If any portion of this MOU is determined by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective.

## **XXVIII. AUTHORITY TO EXECUTE AGREEMENT**

Each person executing this Agreement represents and warrants that he or she is duly authorized and has full legal authority to execute and deliver this Agreement. Each party represents and warrants to the other

that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the other party and enforceable in accordance with its terms.

**INTENTIONALLY LEFT BLANK**

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

AUTHORIZED SIGNATURES FOR: **Miami-Dade County, Florida**  
AGREEMENT NUMBER: **MOU-SP-PY'24-01-00**

1a. \_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

**Daniella Levine Cava**  
2a. \_\_\_\_\_  
Typed Name of Authorized Representative

**Mayor**  
3a. \_\_\_\_\_  
Full Title of Authorized Representative

**South Florida Workforce Investment Board**

BY: \_\_\_\_\_  
Charles Gibson  
Chairman  
South Florida Workforce Investment Board

\_\_\_\_\_  
Date