



CareerSource CLM
2703 NE 14th Street
Ocala, FL 34470

Executive Committee Meeting

REVISED AGENDA

Wednesday, August 28, 2024 – 9:30 a.m.

Join Zoom Meeting: <https://us02web.zoom.us/j/88040317065>

Phone No: 1-646-558-8656 (EST) Meeting ID: 880 4031 7065

Call to Order		C. Flanagan
Roll Call		C. Schnettler
Approval of Minutes, May 29, 2024	Pages 3 - 5	C. Flanagan

DISCUSSION ITEMS

State Update		R. Skinner
Workforce Issues Important to Our Community		R. Skinner
Regional Planning		R. Skinner
USDOL/ETA Advisories - Training and Employment Guidance Letters (TEGL) Update TEGL 15-23 – Employment and Training Administration Recipient Responsibilities for Reporting Instances of Suspected Fraud, Program Abuse, and Criminal Conduct	Pages 6 – 15	R. Skinner
2022-2023 Final Monitoring Report	Page 16	D. French

PUBLIC COMMENT

ACTION ITEMS

MOU Renewals – Mandatory Partners	Page 17	D. French
Telework and Work From Home (WFH) Status	Page 18 – 19	D. French
CBT Wage Gap	Page 20	D. French
Summit Sponsorship	Page 21	D. French
Budget Modification – Eckerd Youth	Page 22	D. French
Transfr VR	Page 23	D. French
Final 2024-2025 Budget	Page 24 - 28	D. French
Subgrantee Agreement	Pages 29 - 58	R. Skinner
Deferred Compensation Program	Pages 59 - 62	R. Skinner
Mobile Unit Purchase	Pages 63 - 76	R. Skinner
Special District Performance Action	Page 77	R. Skinner
WIOA Plan	Page 78	C. Weaver

PROJECT UPDATES

None

MATTERS FROM THE FLOOR

ADJOURNMENT

OUR VISION STATEMENT

To be recognized as the number one workforce resource in the state of Florida by providing meaningful and professional customer service that is reflected in the quality of our job candidates and employer services.



CareerSource CLM
2703 NE 14th Street
Ocala, FL 34470

2024 – 2025 MEETING SCHEDULE							
Performance/ Monitoring	Business and Economic Development	Marketing / Outreach	Career Center	Education and Industry Consortium	Executive	Full Board	
Tuesday 9:00 am	Wednesday 9:00 am	Wednesday 9:00 am	Thursday 9:30 am	Thursday 9:00 am	Wednesday 9:30 am	Wednesday, 11:30 am	
8/13/2024	8/14/2024	8/21/2024	8/15/2024	8/29/2024	8/28/2024	9/4/2024	CF Levy
11/12/2024	11/6/2024	11/13/2024	11/7/2024	11/14/2024	11/20/2024	12/11/2024	CF Ocala
2/4/2025	2/5/2025	2/12/2025	2/20/2025	2/6/2025	2/26/2025	3/12/2025	CF Lecanto
5/6/2025	5/7/2025	5/14/2025	5/15/2025	5/8/2025	5/28/2025	6/4/2025	CF Ocala

OUR VISION STATEMENT

To be recognized as the number one workforce resource in the state of Florida by providing meaningful and professional customer service that is reflected in the quality of our job candidates and employer services.



**CAREERSOURCE CITRUS LEVY MARION
Executive Committee**

MINUTES

DATE: May 29, 2024
PLACE: College of Central Florida, Enterprise Center
TIME: 9:30 a.m.

MEMBERS PRESENT

Al Jones
Brandon Whiteman
Carl Flanagan
Charles Harris
Fred Morgan
Jeff Chang
Kimberly Baxley
Pete Beasley

MEMBERS ABSENT

OTHER ATTENDEES

Rusty Skinner, CSCLM
Dale French, CSCLM
Cory Weaver, CSCLM

Cira Schnettler, CSCLM
Bob Stermer, Board Attorney

CALL TO ORDER

The meeting was called to order by Brandon Whiteman, Chair, at 9:30 a.m.

ROLL CALL

Cira Schnettler called roll and a quorum was declared present.

APPROVAL OF MINUTES

Al Jones made a motion to approve the minutes from the May 23, 2024, meeting. Fred Morgan seconded the motion. Motion carried.

DISCUSSION ITEMS

State Update

Rusty Skinner provided the following update:

- State monitoring was conducting in May. There were two findings in board governance:
 - Two board members did not complete the required annual training. Assistance was requested from the committee to impress upon the full board the importance of completing the training.
 - One private sector board seat has been vacant over a year in Levy County,

despite community partner efforts to fill the seat.

- In previous years the State allowed workforce boards that consistently did not meet the 50% requirement for funding for Individual Training Accounts to submit a sliding scale waiver request. Historically, we requested this waiver annually and it was always approved. The State is no longer offering the waiver. This will be a challenge to meet the requirements and will impact how we serve businesses and job seeking customers.
- A letter of intent was submitted to the State notifying them of our proposal to work with regions 6, 7, and 9 on regional planning. We have been selected to move into the next phase of regional planning. The 2024-2025 program year will focus on developing the plan and implementation will occur during the 2025-2026 program year.

Workforce Issues that are Important to our Community

Al Jones noted that he is seeing an increase of applications for driver positions. Cory Weaver added that the Education and Industry Consortium discussed the demand for driver positions at their last meeting.

PUBLIC COMMENT

None

ACTION ITEMS

Dwyer MOU

Dale French explained that the Dwyer organization provides services at no-cost to support participants in the Welfare Transition program. This partnership will lead to the retention and success of those candidates. Al Jones made a motion to approve the MOU with Dwyer Workforce Development. Charles Harris seconded the motion. Motion carried.

Workforce Champion

Nominations were reviewed by the committee.

Al Jones made a motion to select Valerie Hancock as the 2024 Workforce Champion. Pete Beasley seconded the motion. Motion carried.

Schedule of Operations

Charles Harris made a motion to approve the 2024 – 2025 Schedule of Operations. Jeff Chang seconded the motion. Motion carried.

990

Carl Flanagan made a motion to approve the Form 990. Pete Beasley seconded the motion. Motion carried.

Pay Grades

Dale French explained that a review was conducted of twenty other workforce boards compensation plans. The revised plan will make our salary structure competitive for recruiting quality candidates for open positions. Al Jones made a motion to approve the compensation plan review effective July 1, 2024. Jeff Chang seconded the motion. Motion carried.

Preliminary Budget

Dale French reviewed the proposed budget noting that there were no cuts in the State

allocation. Further, there were savings in moving the administrative offices to the 14th Street Career Center. Al Jones made a motion to approve the proposed 2024-2025 budget. Carl Flanagan seconded the motion. Motion carried.

Administrative Staff Assistant

Jeff Chang approved the addition of an Administrative Support Assistant position. Kim Baxley seconded the motion. Motion carried.

PROJECT UPDATES

MATTERS FROM THE FLOOR

None

ADJOURNMENT

There being no further business, the meeting was adjourned at 10:35 a.m.

APPROVED: _____

EMPLOYMENT AND TRAINING ADMINISTRATION ADVISORY SYSTEM U.S. DEPARTMENT OF LABOR Washington, D.C. 20210	CLASSIFICATION Incident Reporting
	CORRESPONDENCE SYMBOL OGM
	DATE June 11, 2024

ADVISORY: TRAINING AND EMPLOYMENT GUIDANCE LETTER NO. 15-23

TO: RECIPIENTS OF EMPLOYMENT AND TRAINING ADMINISTRATION
 FINANCIAL ASSISTANCE
 SUBRECIPIENTS OF EMPLOYMENT AND TRAINING
 ADMINISTRATION FINANCIAL ASSISTANCE

FROM: JOSÉ JAVIER RODRÍGUEZ 
 Assistant Secretary

SUBJECT: Employment and Training Administration Recipient Responsibilities for
 Reporting Instances of Suspected Fraud, Program Abuse, and Criminal Conduct

1. **Purpose.** To provide procedures to be used by all Employment and Training Administration (ETA) federal assistance recipients and subrecipients for reporting suspected fraud, program abuse, or criminal conduct involving recipients or other entities receiving Federal awards directly from ETA and/or involving subrecipients receiving Federal funds indirectly from ETA.
2. **Action Requested.** Federal assistance recipients and subrecipients must immediately report instances of suspected, or known fraud, program abuse, or criminal misconduct involving recipients, subrecipients, or contracts under Federal awards from ETA to the Office of Inspector General (OIG) and ETA following the policy and procedures outlined in this Training and Employment Guidance Letter (TEGL).
3. **Summary and Background.**
 - a. Summary – This TEGL provides the policy and procedures for immediately documenting and reporting instances of suspected or known fraud, program abuse and criminal misconduct involving federal assistance recipients, subrecipients, or contracts under Federal awards from ETA. To enhance the readability of this guidance, the term “recipient” will be used as a collective term to refer to all the entities to which this guidance applies (federal assistance recipients, or subrecipients of Federal funds from ETA).
 - b. Background – The detection and prevention of fraud and abuse are a top priority for the U.S. Department of Labor’s programs. States, local governments, and other recipients may become aware of actual, potential, or suspected fraud, gross mismanagement or misuse of program funds, conduct violations, violations of regulations, and abuse in ETA programs and operations that must be documented and reported to the OIG and ETA.

RESCISSIONS TEGL 02-12	EXPIRATION DATE Continuing
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The Uniform Guidance requires recipients of Federal awards and their subrecipients to report if they have credible evidence of commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code, or a violation of the civil False Claims Act (31 U.S.C. 3729–3733). Therefore, systematic procedures for reporting instances of suspected or actual fraud, abuse or criminal conduct are vital.

This TEGL sets forth the policy and procedures that recipients must follow for notifying the OIG and ETA of known or suspected cases of criminal and other illegal or improper activities involving recipients of Federal funds from ETA.

4. **Recipient Responsibilities.**

Recipients of Federal funds from ETA are responsible for following the procedures set forth in this section.

- a. ***Identifying and Documenting Incidents*** – Recipients must immediately document allegations, suspicions and complaints involving possible fraud, program abuse and criminal misconduct.

Definitions and examples of the types of incidents that should be reported are included in Attachment I. It should be noted that this attachment provides illustrative examples and should not be considered all-inclusive. If a recipient is unsure if a situation qualifies as an “incident” based on these definitions, the recipient should err on the side of caution and report it in accordance with the procedures discussed below.

- b. ***Reporting Incidents*** – The process of reporting incidents consists of two steps: (i) reporting allegations of fraud, waste and abuse, criminal and other illegal or improper activities in ETA-funded grant programs and operations to the OIG; and (ii) reporting the same to ETA, using the process described below.

Recipients must promptly disclose whenever, in connection with the Federal award (including any activities or subawards thereunder), it has credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code, or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

Please note that while all incidents should be reported as expeditiously as possible, situations involving imminent health or safety concerns, or the imminent loss of funds exceeding an amount larger than \$50,000 are considered emergencies and must immediately be reported to the OIG and ETA no later than one working day after the emergency was discovered.

- i. **Reporting the Incident to the OIG Hotline Portal** – Incidents and allegations involving ETA recipients and programs should be reported to the OIG by

completing the relevant fields contained in the OIG Hotline Portal (<https://www.oig.dol.gov/hotline.htm>).

When submitting an incident to the OIG Hotline Portal, please note the following:

- **Screen shots or photos must be taken of each of the three OIG Hotline Portal screens** (*Your Information, Alleged Violator Information, and Allegation Information*) **prior to clicking the “Next” button** to be able to complete Step ii of the process (reporting the incident to ETA).

This is important, as once the “Submit” button is clicked, the OIG Hotline Portal does not allow users to go back and review/capture what was submitted, nor print or download a copy of the incident report for the submitter’s records.

- The *Your Information* screen contains a field requesting the submitter’s social security number (SSN). This is **not** a required field, and it is recommended that the submitter **not** provide it. **However, if you decide to provide your SSN to the OIG, please ensure it is redacted before providing the screen shots or photos to ETA via email.**
 - To ensure proper identification of your submission as an incident report, in the *Allegation Description* box on the *Allegation Information* screen, **please start by entering “ETA Incident Report - ”** and then go on to describe the allegation.
- ii. **Reporting the Incident to ETA** – ETA takes allegations of any type of improper activity seriously and needs to have the same information that is being submitted to the OIG Hotline Portal for developing its oversight and monitoring strategies. Therefore, the individual filing the incident report should send the screen shots or photos taken of each of the three OIG Hotline Portal screens to ETA via email at: ETAIncidentReporting@dol.gov. **The subject line of the email should contain: “ETA Incident Report – [State Name]”** for easy identification of the ETA Regional Office that needs to be provided the information to evaluate as part of ETA’s overall grant monitoring and oversight responsibilities.

Attachment II provides step-by-step instructions on how to submit an incident report in the OIG Hotline Portal and capture and submit the screen shots or photos to ETA.

Prohibition and Reprisals – No action should be taken against any individual for providing information in accordance with these procedures or disclosing information concerning criminal or improper activities or making an incident report to proper authorities. Individuals reporting incidents may remain anonymous if they so choose.

- c. ***Incident Referrals*** – When the OIG receives an incident report from any source, the OIG determines whether the allegations have merit and, when appropriate, conducts or arranges for an investigation and/or audit.

However, in instances where the OIG determines that the incident report does not have investigative or audit merit, the incident report is referred to ETA for resolution. In these instances, depending on the circumstances, ETA will either forward the incident report to the recipient to research and report back, or ETA will work with the recipient to analyze and report on the incident. When an incident report is referred to a recipient, the recipient must prioritize this activity, so ETA can report the resolution to the OIG in a timely manner.

5. **Inquiries.** Please direct inquiries to the appropriate Regional Office.

6. **References.**

- Workforce Innovation and Opportunity Act, Pub. L. 113-128, 29 U.S.C. 3101 *et seq*;
- Title 18 of the United States Code;
- The False Claims Act, 31 U.S.C. 3729-3733;
- 20 CFR 683.420, “What procedures apply to the resolution of findings arising from audits, investigations, monitoring, and oversight reviews?”;
- 20 CFR 683.620, “How are complaints and reports of criminal fraud and abuse addressed under the Workforce Innovation and Opportunity Act?”;
- 20 CFR 683.430, “How does the Secretary resolve investigative and monitoring findings?”;
- 2 CFR 200.113, “Mandatory Disclosures”; and
- 29 CFR Part 0, "Ethics and Conduct of Department of Labor Employees."

7. **Attachment(s).**

- Attachment I: Definitions
- Attachment II: Quick Reference Guide – Reporting Incidents to the Office of Inspector General Hotline Portal

DEFINITIONS

Note: The definitions of employee/participant misconduct; fraud, misfeasance, nonfeasance or malfeasance; gross mismanagement; and misapplication of funds included in this attachment were developed to provide guidance for the purpose of this Training and Employment Guidance Letter. These definitions are illustrative and are not intended to be either fully inclusive or restrictive.

Emergency. A situation involving imminent health or safety concerns, or the imminent loss of funds exceeding an amount larger than \$50,000.

Employee/Participant Misconduct. Actions occurring during or outside work hours that reflect negatively on the U.S. Department of Labor (Department) or its mission including, but not limited to: conflict of interest or the appearance of conflict of interest involving outside employment, business and professional activities; the receipt or giving of gifts, fees, entertainment, and favors; misuse of Federal property; and misuse of official information and such other activities as might adversely affect the confidence of the public in the integrity of the government (See 29 CFR Part 0; 5 CFR Parts 2635 and 5201), as well as serious violations of Federal and state laws.

ETAIncidentReporting@dol.gov. This is the email address to which the individual filing the incident report should send the screen shots or photos of each of the three Office of Inspector General (OIG) Hotline Portal screens to complete the incident reporting process.

Fraud, Misfeasance, Nonfeasance or Malfeasance. Any alleged deliberate action or inaction which may be in violation of Federal statutes and regulations. This category includes, but is not limited to, indications of bribery, forgery, extortion, embezzlement, theft of participant checks, kickbacks from participants or contractors, intentional payments to a contractor without the expectation of receiving services, payments to ghost (fake) enrollees, misuse of appropriated funds, and misrepresenting information in official reports.

Gross Mismanagement. Actions or situations arising out of management ineptitude or oversight and leading to a major violation of statutory (such as Workforce Innovation and Opportunity Act or Wagner-Peyser) processes, regulations, or contract/grant provisions. Such actions or situations have the potential to severely hamper accomplishment of program goals, waste government resources, and jeopardize future support for a particular program/project. This category includes, but is not limited to, unauditable records, unsupported costs, highly inaccurate fiscal reports or program reports, payroll discrepancies, payroll deductions not paid to the Internal Revenue Service, and lack of good internal control procedures.

Incident Referrals. The OIG refers incidents and allegations concerning Employment and Training Administration (ETA) programs to ETA where the OIG determines that the incident report does not have investigative or audit merit.

Misapplication of Funds. Any alleged deliberate use of funds, assets or property not authorized or provided for by legislation or regulations, grants, or contracts. This category includes, but is

not limited to, nepotism, political patronage, use of participants for political activity, ineligible enrollees, conflicts of interest, failure to report income from Federal funds, violation of contract/grant procedures, and the use of Federal funds for other than specified purposes. An incident report should be filed when there appears to be an intent to misapply funds rather than merely for a case of minor mismanagement. It should be noted that there are some exceptions related to nepotism for the Indian and Native American programs, as described in 20 CFR 684.630(d).

OIG Hotline Portal. The OIG operates the OIG Hotline Portal to receive and process allegations of fraud, waste, and abuse concerning Departmental grants, contracts, programs and operations. The OIG Hotline Portal is also used to address allegations of criminal activity and serious misconduct involving Department employees. Incident reports should be submitted online at: <https://www.oig.dol.gov/hotline.htm>.

The OIG Hotline Portal should not be used for resolving employee grievances, Equal Employment Opportunity complaints, labor disputes, or other personnel concerns.

If Internet access is not available, incidents can be reported to the OIG via the Toll-Free Hotline at 1-800-347-3756, or (202) 693-6999 (this is not a toll-free number).

Quick Reference Guide – Reporting Incidents to the Office of Inspector General Hotline Portal

PRIOR TO BEGINNING: Please ensure that you know how to take a screen shot on the specific device you will be using to report the incident or have a mobile phone readily available to take photos of the screens, as this is a critical part of the incident reporting process.

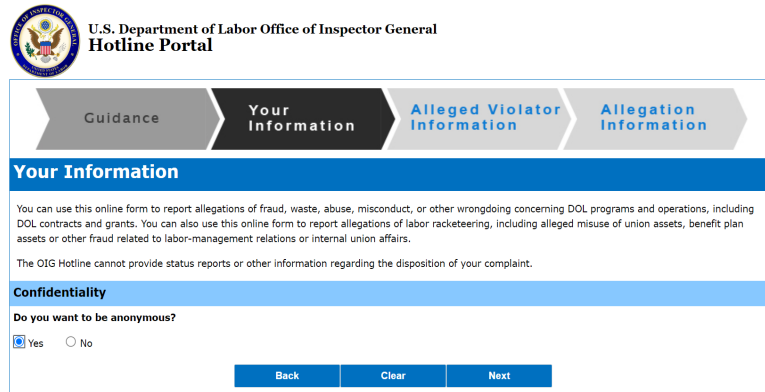
The methods of activating screen shot functionality vary depending on the device you are using and its configuration. If you are unsure how to take a screen shot on your specific device, a “how to take a screen shot on X device“ web search generally provides a quick answer, or alternatively photos of the screens can be taken with a mobile phone.

Incidents and allegations involving Employment and Training Administration (ETA) recipients and programs should be reported to the Office of Inspector General (OIG) by completing the relevant fields contained in the OIG Hotline Portal (<https://www.oig.dol.gov/hotline.htm>).

Step 1:

Complete the *Confidentiality* section of the *Your Information* screen.

- a. If you select “**Yes**” to be anonymous, take a screen shot or photo of the *Your Information* screen before selecting the “**Next**” button at the bottom of the page.



The screenshot shows the 'Your Information' section of the OIG Hotline Portal. At the top left is the U.S. Department of Labor Office of Inspector General logo. Below it, the text reads 'U.S. Department of Labor Office of Inspector General Hotline Portal'. A navigation bar contains four steps: 'Guidance', 'Your Information' (highlighted in black), 'Alleged Violator Information', and 'Allegation Information'. The main content area has a blue header 'Your Information' and a paragraph explaining the form's purpose: 'You can use this online form to report allegations of fraud, waste, abuse, misconduct, or other wrongdoing concerning DOL programs and operations, including DOL contracts and grants. You can also use this online form to report allegations of labor racketeering, including alleged misuse of union assets, benefit plan assets or other fraud related to labor-management relations or internal union affairs.' Below this is a note: 'The OIG Hotline cannot provide status reports or other information regarding the disposition of your complaint.' A 'Confidentiality' section asks 'Do you want to be anonymous?' with radio buttons for 'Yes' (selected) and 'No'. At the bottom are three buttons: 'Back', 'Clear', and 'Next'.

Paste the screen shot or photo of the *Your Information* screen into a blank document and then click the “**Next**” button at the bottom of the page to move onto the next section.

- b. If you select “**No**” to not be anonymous, then complete the *Your Contact Information* section of the *Your Information* screen.

Do you want to be anonymous?
 Yes No

Do you want confidentiality?
 Yes No

Your Contact Information

Salutation: First Name: Middle Name: Last Name:

Address Line 1:
 Address Line 2:

City: State: Zip Code:

* Please verify the address before submitting or moving to the next page.

Home: Work: Other:

SSN: Email:

* Either Home Phone or Email is mandatory to move to next Page

Please note that this screen contains a field requesting the submitter’s social security number (SSN). This is **not** a required field, and it is recommended that you **not** provide it.

Take a screen shot or photo of the *Your Information* screen before selecting the “Next” button at the bottom of the page.

Paste the screen shot or photo of the *Your Information* screen into a blank document and then click the “Next” button at the bottom of the page to move onto the next section.

Step 2:

Complete the *Alleged Violator Information* screen.

From the “Entity Type” drop down menu, select the appropriate entry, either “Individual” or “Organization/Issue.”

- a. If the “Entity Type” is “Individual” then complete the *Individual Information* section.

Alleged Violator Information

Alleged Violator
 Entity Type:

Individual Information

First Name: Middle Name: Last Name:

Address Line 1:
 Address Line 2:

City: State: Zip Code:

Social Security #: Email:

Employer: Phone Number:

Note: If there are multiple individuals involved, select the “**Add Violator Information**” button at the bottom left of the screen and provide the additional requested information.

- b. If the “**Entity Type**” is “**Organization/Issue**” then complete the *Organization Information* section.

The screenshot shows the 'Alleged Violator Information' screen. At the top, a progress bar indicates the current step is 'Alleged Violator Information'. Below this, the 'Entity Type' is set to 'Organization/Issue'. The 'Organization Information' section contains several input fields: Organization Name, Address Line 1, Address Line 2, City, State (dropdown), Zip Code, Phone Number, and Email. A 'Verify Address' button is located to the right of the address fields. At the bottom of the form, there are three buttons: 'Add Violator Information', 'Back', 'Clear', and 'Next'.

Note: If there are multiple organizations involved, select the “**Add Violator Information**” button at the bottom left of the screen and provide the additional requested information.

Take a screen shot or photo of the *Alleged Violator Information* screen before selecting the “**Next**” button at the bottom of the page.

Paste the screen shot or photo of the *Alleged Violator Information* screen into the document underneath the prior screen shot or photo of the *Your Information* screen and then click the “**Next**” button at the bottom of the page to move onto the next section.

Step 3:

Complete the *Allegation Information* screen.

The screenshot shows the 'Allegation Information' screen. At the top, a progress bar indicates the current step is 'Allegation Information'. Below this, the 'Allegation Description' field is empty, with a character count of 0 and a note: "(Note: Text cannot exceed 8,000 characters. Please attach additional text as an attachment.)". There is a link for "Add/View Attachments (0)". Below are two questions with radio button options: "Does your allegation involve unemployment insurance fraud?" and "Does your allegation involve identity theft?". At the bottom are three buttons: "Back", "Clear", and "Submit".

IMPORTANT: To ensure proper identification of your submission as an incident report, in the *Allegation Description* box on the *Allegation Information* screen, **please start by entering**

“ETA Incident Report - ” and then go on to describe the allegation. Please note that the *Allegation Description* box is limited to 8,000 characters. Attachments can be uploaded if more space is needed or supporting documentation is available to provide.

Take a screen shot or photo of the *Allegation Information* screen before selecting the “Submit” button at the bottom of the page.

Paste the screen shot or photo of the *Allegation Information* screen into the document underneath the prior screen shot or photo of the *Alleged Violator Information* screen and then click the “Submit” button at the bottom of the page to complete the reporting of the incident to the OIG.

Step 4:

Report the incident to ETA:

IMPORTANT: If you decided to provide your SSN to the OIG when completing the *Your Information* screen, please **redact it from the screen shot or photo prior to sending to ETA, as email is not a secure transmission method.**

Save your screen shot or photo document as either a Microsoft Word document or a .pdf.

Create a new email addressed to: ETAIncidentReporting@dol.gov, with a subject line of: “ETA Incident Report – [State Name],” include your screen shot or photo document as an attachment, as well as any other attachments you uploaded on the *Allegation Information* screen, and then hit “Send.”

Success, your incident has now been successfully reported!

August 15, 2024

Mr. Rusty Skinner, Chief Executive Officer
CareerSource Citrus Levy Marion
2703 NE 14th Street
Ocala, Florida 34470

Dear Mr. Skinner:

The Florida Department of Commerce would like to thank you and CareerSource Citrus Levy Marion staff for your participation and cooperation in the Program Year (PY) 2022-2023 quality assurance review of your workforce programs. Your corrective action plan for resolving the findings and other noncompliance issues identified in the report has been accepted. Consequently, this correspondence closes the PY 2022-2023 quality assurance review process.

Should you have any questions or require additional information, please contact Ken Williams via email at Kenneth.Williams@commerce.fl.gov or by phone at (850) 245-7457.

Sincerely,



Shawn D. Brown, Workforce Administrator
Bureau of One-Stop and Program Support

SB/oaw

cc: Dee Robinson
Ken Williams
Yvette McCullough



RECORD OF ACTION/APPROVAL

Executive Committee

Wednesday, August 28, 2024

TOPIC/ISSUE:

Memorandum of Understanding-
The School Board of Marion County, Florida
The School Board of Citrus County, FL-WTC
Mid-Florida Community Services, Inc.
Division of Vocational Rehabilitation
College of Central Florida
Florida Department of Education Division of Blind Services

BACKGROUND:

The Workforce Innovation and Opportunity Act (WIOA) requires that a Memorandum of Understanding (MOU) be developed and executed between the local Workforce Development Board, in this case, CareerSource Citrus Levy Marion (CSCLM) and the **Mandatory** Career Center Partners at least every three years. The Act requires specific programs to make their services available through a one-stop delivery system and encourages increasing access through additional partnerships with optional partners. Additionally, WIOA requires CSCLM and the One-Stop system partners to establish an agreement concerning the operations of the one-stop system and to establish the framework for providing services to employers, employees, job seekers and others needing workforce services.

POINTS OF CONSIDERATION:

Such agreements with mandatory partners require the signature of Chief Elected Official.

STAFF RECOMMENDATIONS:

Approved execution of the MOUs with the mandatory partners listed.

COMMITTEE ACTION:

BOARD ACTION:



RECORD OF ACTION/APPROVAL

Executive Committee

Wednesday, August 28, 2024

TOPIC/ISSUE:

Telework and Work From Home (WFH) status

BACKGROUND:

After the pandemic, the Board approved amending the personnel policies to afford all staff 80 hours of Telework per program year. This could be taken in 4 hour increments with prior approval of their supervisor. Telework was designed to provide staff with the ability to schedule deliveries, childcare situations, etc. that occur during normal business hours without taking annual leave.

With the success of Agile Staffing, management will be moving to schedule "Agile" employees so that each week, they will be able to Work From Home (WFH) at least one day a week. Additionally, it has been identified that other non-Agile staff can work from home based on their roles without impacting services to our customers (finance, IT, communications, etc.) This helps alleviate compression of staff after relocation of the administrative offices. Consideration should be given to adjusting the personnel policies to clarify the relationship with staff who are afforded Telework and those afforded WFH status. Management feels that Telework was developed to provide a level of flexible scheduling for all staff. WFH is a benefit for staff who have worked to create additional capacity (flexibility) due to their skills in more than one critical function of CLM.

Management considers WFH to be a greater benefit than Telework because of the effort of staff to master more than one critical function of CLM. However, management contends that Telework should not be a benefit afforded staff with WFH status.

POINTS OF CONSIDERATION:

WFH will afford staff approximately 52 work from home days per year, or potential of 416 hours where they are able to accomplish the scheduling benefits sought when Telework was established. By allowing a staff with WFH status to also be eligible for Telework would allow them an additional 80 hours. This would create an imbalance for some staff who are not eligible for WFH status through Agile Staffing or eligible position as not all pay grades are eligible for the Agile Staffing program or suitable for WFH.

STAFF RECOMMENDATIONS:

Amend the personnel policies to clarify that if staff qualify as Agile, they gain the additional benefit of WFH status, as scheduled by management, but they are not eligible for Flextime. Other positions suitable for WFH may opt to elect WFH status but will waive the additional 80 hours of Telework.

COMMITTEE ACTION:

BOARD ACTION:



RECORD OF ACTION/APPROVAL

Executive Committee

Wednesday, August 28, 2024

TOPIC/ISSUE:

Employed Worker/Custom Business Training Trainee Wage Cap

BACKGROUND:

The training we provide to a business's existing employees under the Employed Worker/Custom Business Training model has a wage cap for the amount an employee can be earning to be eligible for local funding. Eligible trainees must be making below the cap as defined in local policy ***OPS-68 Local Custom Business Training***.

POINTS OF CONSIDERATION:

Our current wage cap is based on 200% of the Lower Living Standard Income Level (LLSIL) for a family of three. This rate is currently set at \$29.06 per hour (or salaried equivalent). Based on the most recent LLSIL chart disseminated by Florida Commerce on May 30, 2024, our rate should increase to \$36.56.

Previous: LLSIL for family of 3 = \$30,222 X 2 = 60,445 / 2080 = \$29.06

Current: LLSIL for family of 3 = \$38,031 X 2 = 76,062 / 2080 = \$36.56

STAFF RECOMMENDATIONS:

Approve increasing the Employed Worker/Custom Business Training wage cap to \$36.56 per hour or the salaried equivalent of \$76,062.00

COMMITTEE ACTION:

BOARD ACTION:



RECORD OF ACTION/APPROVAL

Executive Committee

Wednesday, August 28, 2024

TOPIC/ISSUE:

2024 Workforce Professional Development Summit

BACKGROUND:

FWDA has sponsored the Summit for over 10 years. The Summit is funded through registration fees and sponsorships. Traditionally CLM has sent staff and been a sponsor at the \$5,000 level.

POINTS OF CONSIDERATION:

CLM support will enhance the quality of the Summit

STAFF RECOMMENDATIONS:

Request approval of \$5,000 sponsorship from Unrestricted Funds.

COMMITTEE ACTION:

BOARD ACTION:



RECORD OF ACTION/APPROVAL

Executive Committee

Wednesday, August 28, 2024

TOPIC/ISSUE:

Eckerd Connects Budget Modification

BACKGROUND:

We are looking at allocating excess funding in Adult and Youth to fund a local Phoenix Rising program.

POINTS OF CONSIDERATION:

We looking to fund a local Phoenix Rising program while we are between YouthBuild grants. Applications for the next round of YouthBuild funding are due in September. This will keep our program running until new funding is acquired.

The budget amendment will include \$20,000 in adult funding for staff costs and \$180,000 in formula youth to cover participant and operating costs.

STAFF RECOMMENDATIONS:

Amend the Eckerd budget to include \$200,000 in additional funding.

COMMITTEE ACTION:

BOARD ACTION:



RECORD OF ACTION/APPROVAL

Executive Committee

Wednesday, August 28, 2024

TOPIC/ISSUE:

Transfr VR grant program

BACKGROUND:

The Florida legislature approved funding to increase availability of virtual reality training in Florida. The program funding is available through Transfr VR. Transfr VR provides VR training across the country. Grant funds will be awarded on a first come/first served and match basis.

POINTS OF CONSIDERATION:

Funding is available on a 50/50 cost share basis. We are estimating that the equipment and software costs for a two-year program will be \$104,000. Grant funding would offset \$52,000. Costs to operate the program can be shared through the following funding sources: WIOA Adult, Dislocated Worker, Youth, Welfare Transition, YouthBuild, Broadband and other competitive grants awarded during the program period.

STAFF RECOMMENDATIONS:

Approve application for grant funding to fund a two-year virtual reality training program.

COMMITTEE ACTION:

BOARD ACTION:



RECORD OF ACTION/APPROVAL

Executive Committee

Wednesday, August 28, 2024

TOPIC/ISSUE:

2024-2025 Budget

BACKGROUND:

The draft budget was previously approved at the June Executive and Board meetings.

POINTS OF CONSIDERATION:

This budget reflects final rollover funds for all grants.

STAFF RECOMMENDATIONS:

Approve the final 2024-2025 budget.

COMMITTEE ACTION:

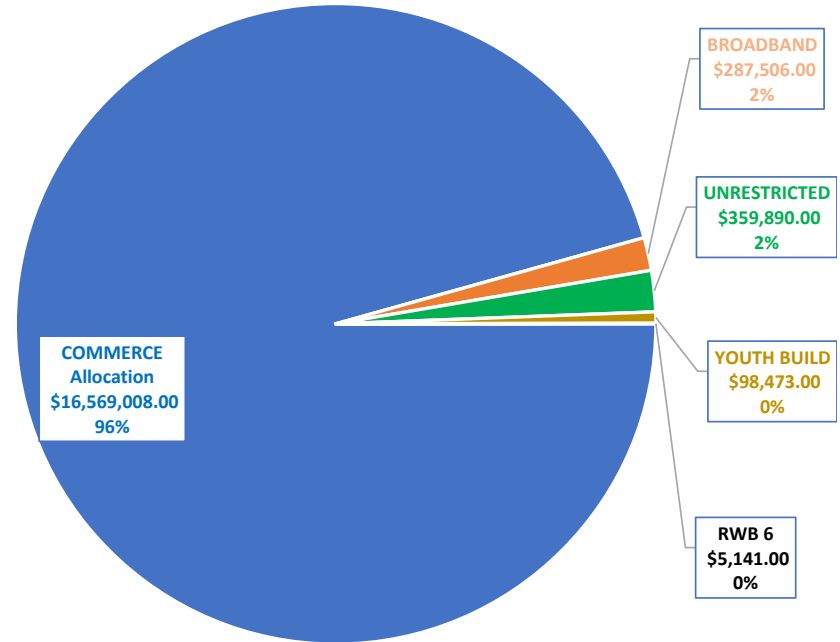
BOARD ACTION:

REVENUE RESOURCES

\$17.32 M

Budget 07/01/2024 - 06/30/2025
(revised 08/28/2024)

COMMERCE ALLOCATIONS	
ADULT	\$2,617,812
YOUTH	\$1,178,897
DISLOCATED WORKER	\$578,398
WAGNER PEYSER	\$237,340
WTP	\$2,249,564
SNAP	\$256,713
VETS	\$72,685
REA	\$288,204
OTHER	\$9,089,395
TOTAL Commerce Allocations	\$16,569,008



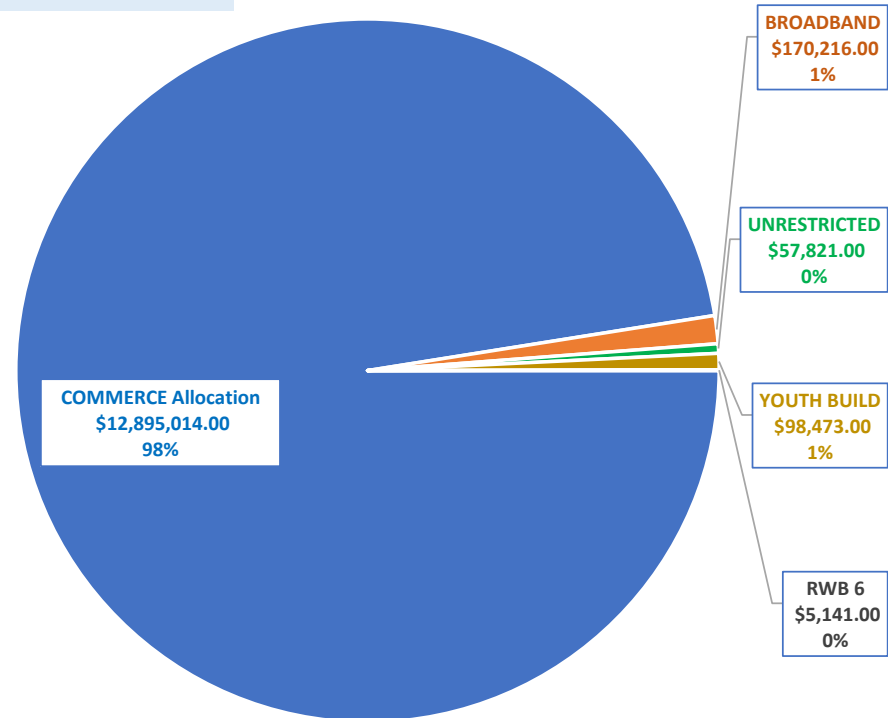
TOTAL REVENUE = \$17,320,018.00

BUDGET EXPENDITURES

\$13.23 M

Budget 07/01/2024 - 06/30/2025
(revised 08/28/24)

COMMERCE ALLOCATIONS	
ADULT	\$1,184,058
YOUTH	\$1,160,918
DISLOCATED WORKER	\$283,810
WAGNER PEYSER	\$84,726
WTP	\$968,195
SNAP	\$125,919
VETS	\$27,270
REA	\$92,806
OTHER	\$8,967,312
TOTAL Commerce Allocations	\$12,895,014



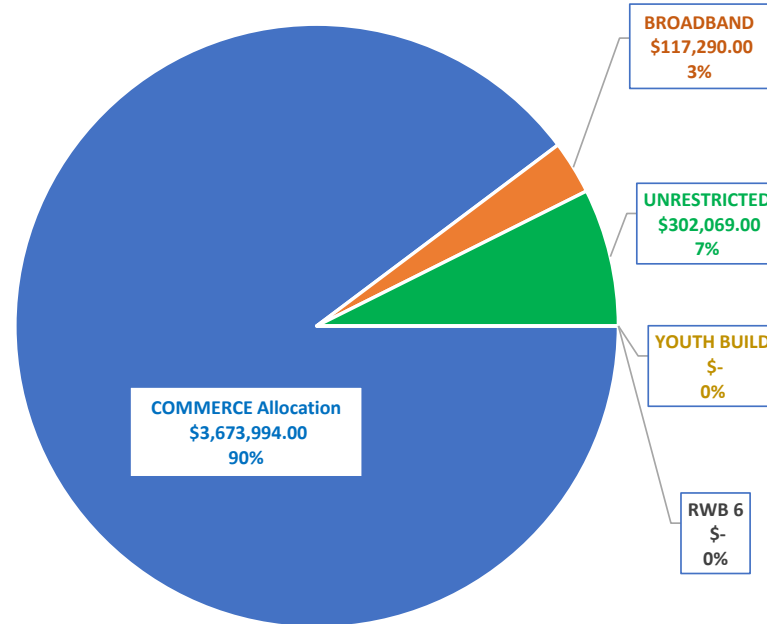
Budget Expenditures = \$13,226,665.00

UNOBLIGATED BALANCE

\$4.09 M

Budget 07/01/2024 - 06/30/2025
(revised 08/28/24)

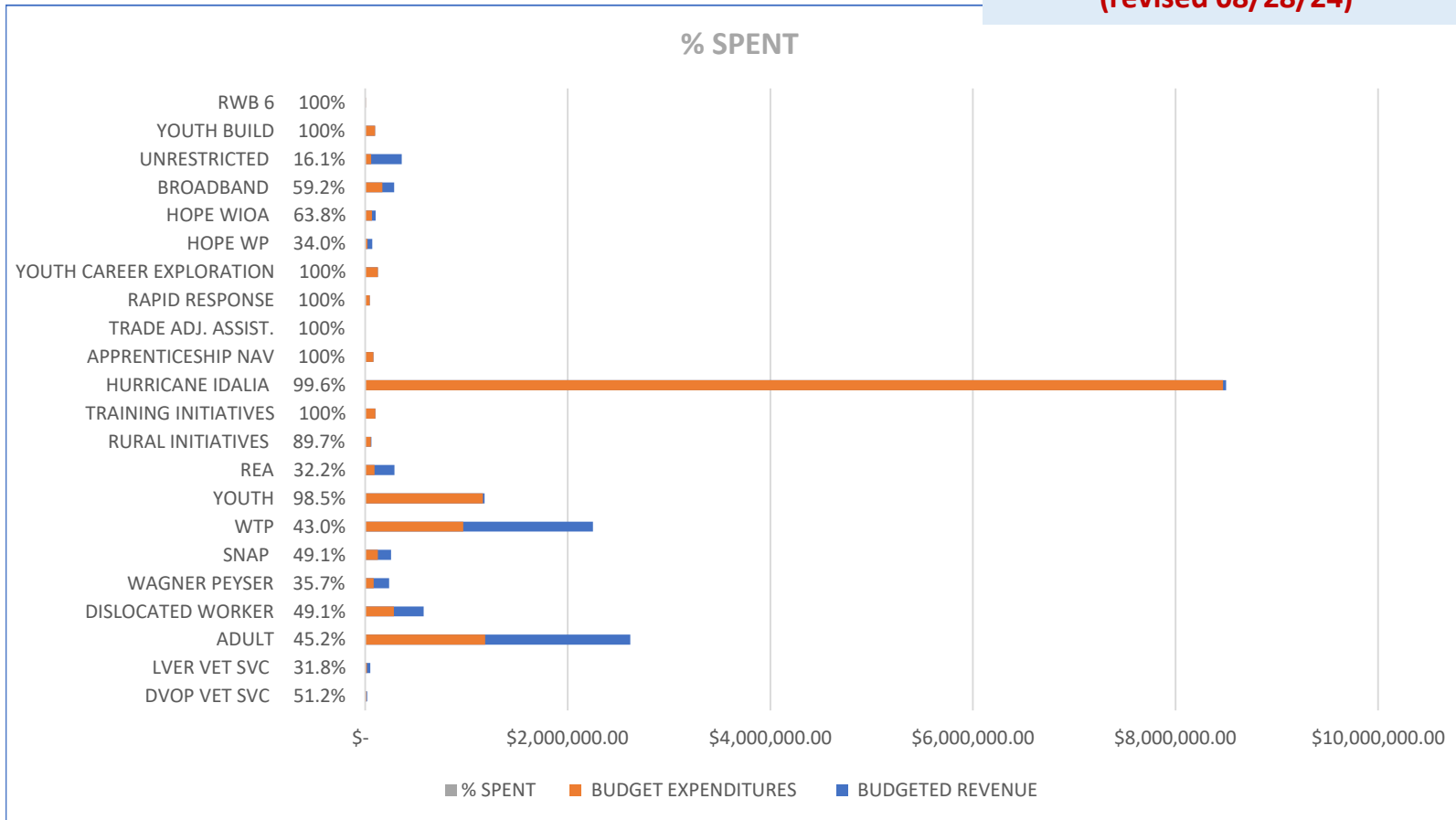
COMMERCE ALLOCATIONS	
ADULT	\$1,433,754.00
YOUTH	\$17,979.00
DISLOCATED WORKER	\$294,588.00
WAGNER PEYSER	\$152,614.00
WTP	\$1,281,369.00
SNAP	\$130,794.00
VETS	\$45,415.00
REA	\$195,398.00
OTHER	\$122,083.00
TOTAL Commerce Allocations	\$3,673,994.00



UNOBLIGATED Balance = \$3,673,994.00

Unobligated Unrestricted = \$302,069.00

**Budget 07/01/2024 - 06/30/2025
(revised 08/28/24)**





RECORD OF ACTION/APPROVAL

Executive Committee

Wednesday, August 28, 2024

TOPIC/ISSUE:

Subgrantee Agreement

BACKGROUND:

Florida Commerce requires each local board enter into a subgrantee agree as a basis for annual funding. The agreement that expired May 15, 2024, was extended by Florida Commerce per the terms of the agreement until August 31, 2024. A draft version of the agreement, along with a track changes form, was provided earlier and transmitted to all board members.

Any additions from the current agreement are either minor in terms of substance or policies that have been incorporated into the new agreement.

POINTS OF CONSIDERATION:

Commerce has not provided a “final” version of the Agreement, but given the expiration date of the extension, the Board should approve the daft version and authorize the Board Char to sign a final agreement. If any changes are substantive, the final version should be included in the December Board agenda to validation.

STAFF RECOMMENDATIONS:

Staff recommends approval as stated above.

COMMITTEE ACTION:

BOARD ACTION:

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.

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 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.

273
274 **5. THE BOARD'S ONE-STOP DELIVERY SYSTEM.** The Board shall operate at least one physical
275 comprehensive career center with access to partner programs, services, and activities in accordance with 20 CFR
276 678.300(c), 678.305, and applicable state policy. Comprehensive one-stop career centers must be open to the general
277 public for walk-in service a minimum of eight hours per day during regular business days, Monday through Friday. In
278 accordance with applicable state policy, LWDBs may establish additional service days and/or hours, or services by
279 appointment, at other times to accommodate the schedules of individuals who work during business hours. Centers
280 not open outside of regular business hours should have a plan for how services will be provided to individuals who
281 cannot visit a center during regular business hours.
282

283 The Board shall designate a one-stop operator in accordance with 20 CFR 678.605-678.625, Section 445.009, F.S.,
284 and applicable state policies, including the following one-stop delivery system requirements:
285

- 286 a. Each partner program in the Board's career centers will contribute to infrastructure costs at a rate negotiated and
287 agreed upon by the Parties, or pursuant to a policy established by the Governor. The following infrastructure
288 elements, set forth specifically in 20 CFR 678.755, must be incorporated into the period of time in which the
289 infrastructure funding agreement is effective. This may be a different time-period than the duration of the MOU.
290
- 291 b. Identification of an infrastructure and shared services budget that will be periodically reconciled against actual
292 costs incurred and adjusted accordingly to ensure that it reflects a cost allocation methodology that demonstrates
293 how infrastructure costs are charged to each partner in proportion to its use of the career center and relative
294 benefit received, and that complies with 2 CFR part 200 (or any corresponding similar regulation or ruling).
295
- 296 c. Identification of all career center partners, CLEO(s), and Board participating in the infrastructure funding
297 arrangement.
298
- 299 d. Steps the Board, CLEOs, and career center partners used to reach consensus or an assurance that the LWDA
300 followed the guidance for the state funding process.
301
- 302 e. Description of the process to be used among partners to resolve issues during the MOU duration period when
303 consensus cannot be reached.
304
- 305 f. Description of the periodic modification and review process to ensure equitable benefit among one-stop partners.
306
- 307 g. The Board shall incorporate infrastructure funding provisions in each MOU with its one-stop partners. Remedies
308 or dispute resolution for nonperformance must also be included.
309

310 The Board's one-stop delivery system and career centers must meet all applicable requirements as outlined in
311 applicable state policy.
312

313 **6. SERVICES DELIVERED BY FLORIDACOMMERCE STAFF WITHIN THE BOARD'S ONE-STOP**
314 **DELIVERY SYSTEM.**
315

- 316 a. Certain workforce development program services will be performed by FloridaCommerce staff assigned to work
317 under the functional supervision and direction of the Board. These services include WP services, TAA services,
318 JVSG program services, services to migrant and seasonal farmworkers, and other workforce services as agreed
319 upon by the Parties. The provision of these services will be consistent with applicable federal and state law, rules,
320 regulations, policies, and guidance, and State Board policies. The Board will refer any question or conflict
321 regarding management of FloridaCommerce staff to FloridaCommerce Human Resource Management for
322 resolution.
323
- 324 b. The Parties shall maintain a staffing structure chart describing the Board's administrative oversight; each career
325 center site location; all FloridaCommerce, Board, and/or service provider staff placed at each site location; and
326 the position classification and program assignment for each FloridaCommerce staff member working at the site
327 location. The Board must provide a copy of the staffing structure in a comprehensive organizational chart to

328 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.
- 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.**

- 379
- 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, 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.

- 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 ii. Lodging expenses for an employee of the Board may not exceed the daily limit for that of employees of the
577 State of Florida, excluding taxes and fees, unless the Board is participating in a negotiated group rate discount
578 or the Board obtains and maintains documentation of at least three comparable alternatives demonstrating
579 that such lodging at the required rate is not available. However, an employee of the Board may expend his or
580 her own funds for any lodging expenses over the limit for employees of the State of Florida.
 - 581 iii. The Board shall ensure that travel and expense reimbursements made to vendors and subrecipients are in
582 accordance with the Board’s travel and expense policy. The Board’s travel and expense policy must ensure
583 that vendor reimbursements are made at the lowest possible cost necessary to ensure a reasonable level of
584 service, comfort, and security.
585

586 12. BOARD GOVERNANCE, RESPONSIBILITIES, AND TRANSPARENCY.

- 588 a. The Board shall ensure that the local area designation complies with the requirements outlined in WIOA and
589 applicable state policy.
590
- 591 b. The following information must be posted on the Board’s website in a manner easily accessed by the public:
592
 - 593 i. **Local Plans** – Information about the local plan, or modification of the local plan, before submission.
 - 594 ii. **LWDB members** – A list of current Board members and their affiliation (company or entity that the Board
595 member is employed by or owns), and their terms of service.
 - 596 iii. **CLEO(s)** – Information regarding the designated CLEO for each unit of local government that comprises
597 the LWDA. In the event of a multi-county consortium, the current chairperson of the consortium must also
598 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.**

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- 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.

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- 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

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

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

16. ADDITIONAL PROVISIONS.

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

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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.
 - 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. The Board shall submit annually, IRS Form 990, Return of Organization Exempt from Income Tax, following submittal to the IRS electronically to FMA-RWB@commerce.fl.gov and post same to the Board’s website within 60 days of said submission. The Board must inform FloridaCommerce of any changes in total executive compensation between annual reports within 60 calendar days of the change at 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.

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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.
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874 **20. LIAISONS.**

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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.
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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.
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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.
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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:
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- 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.
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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

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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).

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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.

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AUDITS.

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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

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

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.
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**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

170 I understand that I will be exposed to certain confidential information for the limited purpose of performing my job.
171 I understand that confidential records may include names (or other personally identifiable information), social security
172 numbers, wage information, reemployment assistance information, employment information, and public assistance
173 information. I understand that this information is confidential and may not be disclosed to others. Prior to receiving
174 access to such information, and any information systems containing such information, I acknowledge and agree to
175 abide by the following standards:
176

- 177 1. I will comply with all security requirements imposed as a condition of use for any system(s) to which I may
178 be granted access.
179
- 180 2. I will use access to the system(s) only for purposes authorized by law within the course and scope of my
181 employment to secure information to conduct program business.
182
- 183 3. I will not disclose my user identification, password, or other information needed to access the system(s) to
184 any party nor shall I give any other individual access to secured information contained within the system(s).
185
- 186 4. If I become aware that any unauthorized individual has or may have obtained access to my user identification,
187 password, or other information needed to access system(s) to which I have been granted access, I will immediately
188 notify the Board's Regional Security Officer.
189
- 190 5. I will store any physical documents containing confidential information in a place that is secure from access
191 by unauthorized persons.
192
- 193 6. I will store and process information maintained in electronic format, such as magnetic tapes, discs, or external
194 drives in such a way that unauthorized persons cannot obtain the information by any means.
195
- 196 7. I will undertake precautions to ensure that only authorized personnel are given access to disclosed information
197 stored in computer system(s).
198
- 199 8. I will not share with anyone any other information regarding access to the system(s) unless I am specifically
200 authorized to do so by the Florida Department of Commerce (FloridaCommerce).
201
- 202 9. I will not access or request access to any social security numbers, personal information, wage information,
203 employer information, reemployment assistance information, or employment data unless such access is necessary for
204 the performance of my legitimate business duties.
205
- 206 10. I will not disclose any individual data to any parties who are not authorized to receive such data except in the
207 form of reports containing only aggregate statistical information compiled in such a manner that it cannot be used to
208 identify the individual(s) or employers involved.
209
- 210 11. I will not access or divulge information about any personal associates, including relatives, friends, significant
211 others, co-workers, or anyone with whom I reside. I will not provide services to these individuals and will, instead,
212 refer such individuals to other qualified service providers.
213
- 214 12. I will retain the confidential data only for that period of time necessary to perform my public duties.
215 Thereafter, I will either arrange for the retention of such information consistent with federal or state record retention
216 requirements or destroy such data, and any copies made, after the purpose for which the information is disclosed is
217 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

245 Employee Signature: _____ Date: _____
246

247 Print Employee Name: _____
248

249 Address: _____
250 _____
251 _____
252 _____
253

254 Work Telephone: _____
255

256 E-Mail: _____

EXHIBIT C
CONTRACT INFORMATION FORM

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

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

Identification of all parties to the contract: _____

Contractor Name & Address: _____

Contractor Contact Phone Number: _____

Contract Number or Other Identifying Information, if any: _____

Contract Term: _____

Value of the Contract with no extensions or renewals exercised: _____

Value of the Contract with all extensions and renewals exercised: _____

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

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

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

The nature of the conflicting interest in the contract: _____

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

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

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

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

I certify that the information above is true and correct.

Signature of Board Chairperson / Vice Chairperson*

Print Name

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

Date

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

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

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

Local Workforce Development Board:

Contractor Name & Address:

Contractor Contact Phone Number:

Description or Nature of Contract:

Description of Financial Benefit*:

For purposes of the above contract the following disclosures

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

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

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

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

Signature of Board Member/Employee

Print Name

Date

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

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

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

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

EXHIBIT E
TOTAL COMPENSATION OF EXECUTIVE LEADERSHIP AND OTHER SPECIFIED
EMPLOYEES

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

Entity Name:

Fiscal Year:

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

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

Signature

Printed Name

Title

Date

Definitions:

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

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

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

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

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



RECORD OF ACTION/APPROVAL

Executive Committee

Wednesday, August 28, 2024

TOPIC/ISSUE:

State of Florida Deferred Compensation program

BACKGROUND:

As a special district, CLM is eligible to be part of the State of Florida's Deferred Compensation program.

The program is 100% VOLUNTARY, with a minimal employee contribution requirement. Offering this extra retirement benefit will provide all employees with an additional opportunity to plan for their retirement and enhance our benefit program for recruitment purposes.

POINTS OF CONSIDERATION:

Enhances both employee retention and recruitment.

STAFF RECOMMENDATIONS:

Staff recommends joining the Deferred Compensation Program and authorizing the CEO to sign all relevant forms and documents.

COMMITTEE ACTION:

BOARD ACTION:



Jimmy Patronis
CHIEF FINANCIAL OFFICER
STATE OF FLORIDA

State of Florida Deferred Compensation 457(b) Letter of Intent

In accordance with 112.215 (4)(a) Florida Statutes, the _____, a Government Employer/Special District (189.012 Florida Statute) is requesting to join the State of Florida Deferred Compensation 457(b) Plan.

The Plan is to be made available to all eligible Government Employer/Special District employees, including any Board Members or Elected Officials.

The State of Florida Deferred Compensation 457(b) Plan is hereby authorized to execute for the _____ enrollments of eligible employees, and to act as the Administrator of the Plan. It is implicitly understood that the Government Employer/Special District will not incur any cost to join the State of Florida Deferred Compensation 457(b) Plan.

Currently the _____ offers:
457b _____ 401a _____ other _____ Current Plan Name: _____

It is the Government Employer/Special District's intent to:

- _____ Keep current Plan active adding The State of Florida Deferred Compensation.
- _____ Close current Plan rolling assets over to The State of Florida Deferred Compensation.
- _____ Close current Plan to future contributions allowing existing account to stay with old Plan.
- _____ Other: _____

Government Employer/Special District Authorization:

Printed Name of Authorized Authority

Signature

Address

Email

Phone Number

Your employees could enjoy additional savings for retirement with the Florida Deferred Compensation Plan!

Who Can Participate?

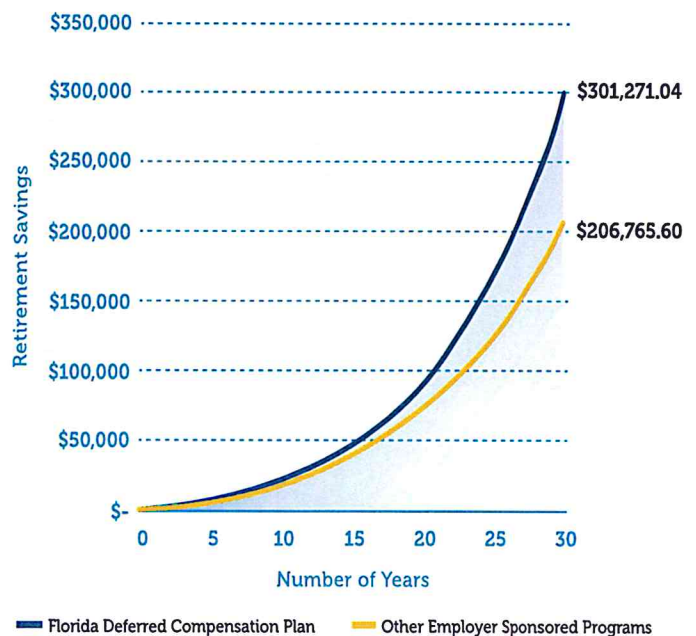
In 2023, a change to Florida Statute 112.215 allowed all of Florida's Government Employers to participate in the Florida Deferred Compensation Plan, including State, County, City, Special Districts, Water Management Districts, and more.

To participate in the Plan, a person must be an employee or an appointed or elected official, providing a service for which compensation or statutory fees are paid by a Government Employer.

The Bureau of Deferred Compensation can assist by providing a comparison of Florida's 457b Plan to the current program offered to any Government Employer's employees.

**Join the
 Florida Deferred
 Compensation Plan
 Today!**

Save More with the Plan



This graph shows the 30-year growth of a \$100 monthly contribution in the T. Rowe Price Growth Fund available in the Florida Deferred Compensation Plan (with a 0.0825% administrative fee) versus the same fund offered to a other employer sponsored programs (with a 1.5% administrative fee). This graph uses actual 10-year average returns (as of 9/30/2022) to estimate growth of account value over time.

Key Benefits of the Plan



- Easy to understand fee structure and low fund expense fees
- Excellent investment options, including Fixed Accounts, Target Date Funds, numerous Mutual Funds, and a Self-Directed Brokerage Account
- Penalty-free account modification, such as contribution change, investment reallocation, and Investment Provider addition/replacement
- 457b Pre-Tax and 457b Roth payroll contributions are allowed
- Consolidate other eligible retirement accounts
- Dedicated customer service and professional investment performance oversight from the Bureau of Deferred Compensation and the Plan's Investment Providers
- Immediate vesting

Florida's 457b Plan vs Other Plans

Florida's 457b Plan

- Three Investment Providers
- Multiple investment options
- State Investment Oversight
- Self-directed brokerage account
- State is Plan Administrator

Other Plans

- Limited Investment Options
- Typically, Higher Fees
- Minimal Investment Oversight
- Early Withdrawal Penalty (403b & 401k)
- Special District is Plan Administrator

For more information, check out the Government Employers Booklet at MyFloridaDeferredComp.com/GEB.

Government Employers Booklet

This booklet is an annual publication created specifically for Government Employers interested in joining the Florida Deferred Compensation Plan.



"Since 1982, the Florida Deferred Compensation Plan has administered an excellent retirement program to State of Florida and Florida University System employers. Now, all of Florida's Government Employers are eligible to join, including State, County, City, Special Districts, and more! This multi-billion dollar plan helps more than 90,000 employees in Florida save for retirement and invest in their future. We look forward to the opportunity to provide the same service to you!"



CFO
Jimmy
Patronis



RECORD OF ACTION/APPROVAL

Executive Committee

Wednesday, August 28, 2024

TOPIC/ISSUE:

Replacement of Mobile Career Center

BACKGROUND:

We have disposed of the 37" Winnebago through a sale. We need to replace the Winnebago with a more versatile mobile service delivery approach. In our earlier presentation staff presented a concept using a van, trailer and generator with laptop computers.

Because the van cost is approximately \$51,000, we are required to obtain prior approval for the purchase from Florida Commerce and USDOL. That request has been submitted. Commerce asked that we explore leasing a vehicle but that cost over time is more costly.

Attached are the Prior Approval Request and justification. We have also included information on the trailer and generator. The van must be procured and staff as in the process of developing the bid specification. The trailer and the generator can be procured through a less formal approach. The "new mobile unit items" document details costs for the non-van items that will make the unit functional. The costs of these items is approximately \$19,500. Added to the estimated van costs, the total cost is estimated at \$70,440

POINTS OF CONSIDERATION:

We are hoping on approval to purchase the van from USDOL and Florida Commerce. Once approved we will use our federal funds sources to procure the van. All other items do not require prior approval.

Florida Commerce has advised on 8/19 that prior approval to purchase the van has been granted.

STAFF RECOMMENDATIONS:

Staff recommends moving forward with the procurement of a replacement mobile career center using federal funds.

COMMITTEE ACTION:

BOARD ACTION:

Mobile Unit Justification

CareerSourceCLM (CLM) is seeking to replace a 37-foot Winnebago mobile career center with a more economical, locationally agile “Ford Transit type” van, a trailer and generator. The van, trailer and generator will allow mobile services to be provided in areas where the larger Winnebago cannot set up due to limited parking and vehicular access.

CLM’s geographic area has limited public transportation, and many potential customers lack internet access at home or nearby that would enable them to access such services as re-employment assistance, job search, SNAP and TANF benefit application and HOPE Florida services. Limitation of public transportation and/or inherent time inefficiencies (transportation routes and schedules which do not provide customers with drop off/pickup locations that provide access to site with the capacity to provide internet access as well as a schedule that does not consume an entire day).

CLM has also used its mobile capacity during times of disasters, such as hurricanes, to provide disaster relief coordination to include disaster re-employment, CONNECT services for Re-employment assistance as well as job search assistance.

The mobile unit, equipped with mobile Wi-Fi technology, also supports on-site employer-based hiring, location-based job fairs, rapid response and outplacement services.

Particularly in the delivery of disaster assistance services, the Mobile Unit (MU) will allow staff to deliver services to impacted areas, where frequent movement (more than once per week) does not make it feasible, if it were even available, to create fixed base leases. Equipped with ten laptops, services are supported using the generator transported on the trailer which also carries additional fuel for prolonged operations. Folding tables and chairs transported in the van provide platforms for customer services. The self-contained approach allows setup in facilities without power or data service- churches, community buildings, etc.

We have fixed-based locations in Lecanto (Citrus), Chiefland (Levy) and Ocala (Marion). However, due to the limited transportation(above), there are areas of the three counties that face difficulties in their residents’ ability to access services offered at these locations. They include Belleview, the Ocala National Forest, Anthony, Reddick, Morriston and Dunnellon in Marion. In Citrus, Homosassa and Hernando. Bronson, Williston, Cedar Key, Inglis and Yankeetown are areas where services will assist customers in the most rural areas of Levy County.

The cost savings for these “normal services” is tremendous. Additional fixed based locations require staffing, standard technology and utilities along with the rent, makes additional centers impractical. A mobile unit, with scheduled routes/locations will improve access to remotely located citizens.

Service assistance has also been provided to and in conjunction with other areas. Disaster services support have been provided for hurricanes Michael and Ian. In Michael, both of our units were dispatched to Region 3. They set up in two separate locations as requested by the region. Teams of staff were rotated weekly for over a month. For Ian, units were dispatched to Region 11. In last year’s storms, both units were used in our area, with the Winnebago stationed at the Citrus Chamber in Crystal River (temporary location of the City of Crystal River government) and in the Cedar Key and Inglis/Yankeetown areas. One unit assisted Region 9 when they closed their Gainesville office to permanently relocate.

When “wrapped” each mobile unit is a mobile billboard advertising our services and the CareerSource Florida network. The exposure gained is impossible to achieve through placed or earned media. We are able to serve not only remote areas, but targeted population segments. This includes job fairs conducted in concert with local, state and national officials’ constituent events. The units are also used during REACT responses when employers either do not have space within their facilities for computers or are unwilling/unable to allow the use of that space.

Prior to the pandemic, with both units in operation, CLM served approximately 1,200 customers per year. PY20-21 and 21-22 services were hampered due to the pandemic, loss of qualified drivers (not replaced during pandemic) and the very limited use of the Winnebago. PY 22-23, with only the 6-station unit in operation, 400 customers were served in 6 months. Services rendered occurred at hiring events as well as scheduled locations. They included SNAP/WT customers, traditional job search customers and REACT services.

The proposed shift from the Winnebago to the smaller van/laptop/generator approach will afford CLM the same computer capacity- 10 laptops- with the ability to operate in more community locations than the larger bus yet serve the same number of customers. Setting up in a community facility will also provide both staff and customers a less crowded business environment. Waiting customers will be able to wait in a facility, out of the elements, rather than wait outside the mobile unit waiting for a computer to be freed up. In times and situations where electricity is unavailable, the generator will power the computers as well as lights and comfort accessories such as fans.

We also see Regional Planning as an opportunity to reach additional rural areas that are currently underserved through our partnerships with Region 6 and the newly formed Region 26. We have the capacity and experience to manage the operation and upkeep of mobile units and will be able to provide additional outreach and resources to service outlying areas across north central Florida by pooling administrative and operational resources from each of the Regional Planning partners.

CLM recently requested a vehicle lease quote from Ryder. That quote, \$1,078 per month plus \$.10 per mile, with estimated mileage of 20,000 miles per year, would cost \$14,936 annually. The 37' Winnebago was used for 22 years. If the Transit van were leased instead of purchased, the cost over a similar period would be in excess of \$328,000. The purchase would also be a one-time expenditure ad within budgetary limits for this fiscal year, whereas a lease expense would not only cost more but require a commitment in a time of declining funding which is not feasible.



Florida Department of Commerce
Prior Approval Request Form

For equipment and other capital expenditure cost items, this prior approval request form must be used for any expenditure that meets the lesser of the capitalization threshold established by the requestor or \$5,000.

TO: FloridaCommerce Financial Management

Request Date: 8/6/2024

Name of Requesting Entity: Careersource Citrus Levy Marion

Local Capitalization Threshold: \$5,000

Prior Approval for: Purchase of mobile unit

Total Amount Requested: \$50,660

Is this a request for retro-active approval? Yes No
If yes, enter action date:

Narrative Summary:

[Provide sufficient description and other information here for the specific prior approval requested to allow the Department to determine whether the request is necessary and reasonable for the program. For example, if you are requesting new equipment you would need to demonstrate the necessity of the addition, describe how you currently operate without the equipment, and explain how the addition of the equipment will enhance your productivity or reduce costs, an explanation of your cost/price analysis, etc. See attached]

Cost Summary:

[Where applicable, provide estimated cost amount here. Include line item detail of expenditure(s), if needed. If more room is needed, please attach additional information to this request form.]
\$50,660

Proposed Funding Source:

[Where applicable, provide estimated funding source/grant program.] Facilities Cost Pool

Additional Information:

[Include any additional information, research or other comments you feel necessary for FloridaCommerce to complete an analysis of this approval request. For example, if purchasing new equipment, please explain if any existing equipment will be traded or disposed and if any proceeds from sale of existing equipment will be utilized in the purchase.] **See attached**

ADDITIONAL INFORMATION ATTACHED: Yes No

Certification Statement:

PLEASE NOTE THAT TRANSMISSION OF THIS REQUEST FORM TO FLORIDACOMMERCE INDICATES YOUR ACKNOWLEDGEMENT OF APPLICABLE PURCHASING POLICIES AND/OR PROCUREMENT STANDARDS FROM THE 2 CFR 200 or 45 CFR 75 (Uniform Guidance) OR OTHER PROGRAM GUIDELINES. TRANSMISSION OF THIS REQUEST FORM TO FLORIDACOMMERCE ALSO INDICATES COMPLIANCE WITH THE ABOVE-MENTIONED STANDARDS.

**Name/Title of Requestor
Representative:**

Thomas Skinner/CEO

Date Signed:

NOTES:

Any approval authorized by FloridaCommerce is only applicable to funding that FloridaCommerce provides directly to the FloridaCommerce subrecipient.

All approval notifications will be communicated by e-mail to subrecipient.

FloridaCommerce’s granting of prior approval is given based on the limited facts presented as justification for the proposed expenditure. In the event that the actual expenditure is not in accordance with the facts presented or Uniform Guidance requirements, the expenditure can still be questioned or disallowed. Factors affecting this include, but are not limited to:

- Inadequate documentation;**
- Failure to follow internal, state, or federal policies;**
- Expenditure is not necessary and reasonable or**
- Failure to comply with applicable federal law or regulations.**



Digitally generated image shown. Actual image may vary. See dealer for details.

Digitally generated image shown. Actual image may vary. See dealer for details.

2024

Transit® Cargo Van

[Change Model](#)

Paint ^{S4}

Color

Oxford White

Included

2024 Transit® Cargo Van Summary

\$50,660

S5

\$903

S6

Get an Internet Price

Search Inventory

4 available in your area

2024 Transit® Cargo Van

Summary

Paint ^{S4}

Oxford White	\$0
--------------	-----

Powertrain ^{S4}

3.5L PFDi V6 Engine	\$0
---------------------	-----

RWD	\$0
-----	-----

10-Speed Automatic Overdrive Transmission with SelectShift®	\$0
---	-----

3.73 Non-Limited Slip Axle	\$0
----------------------------	-----

Packages ^{S4}

Cargo Van (101A)	\$0
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Heavy-Duty Trailer Tow Package	\$485
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Digitally generated image shown. Actual image may vary. See dealer for details.



Exterior ^{S4}

16" Silver Steel Wheel with Black Hubcap	\$0
235/65R16C 121/119 R BSW all-season	\$0
Tinted Glass	\$0
Spare Tire and Wheel	\$0
Reverse Sensing System	\$295
AGM Batteries – Dual	\$0
Black-trimmed Halogen Headlamps	\$0
Roof Marker Lamp Delete	\$0

Digitally generated image shown. Actual image may vary. See dealer for details.



Interior ^{S4}

Dark Palazzo	\$0
Dark Palazzo Gray Vinyl, 2-way Manual Driver and 2-way Manual Passenger Seats with Driver Seat Armrest	\$0
Cargo Tie-Down Hooks	\$25
Vinyl, Front and Rear	\$245
B-Pillar Assist Handle (Low Roof)	\$0
Less Rear Seats	\$0
Back Up Alarm	\$150
Power Outlet (110V/400W)	\$475
AM/FM stereo with 4" Multi-Function Display, Bluetooth, and Dual USB ports	\$0

Get an Internet Price

[Search Inventory](#)

Pricing Summary

Base MSRP ^{S1}	\$46,890
Options ^{S4}	+ \$1,675
Accessories ^{S8}	+ \$0
Destination Charges ^{S17}	+ \$2,095
Total MSRP ^{S16}	= \$50,660

Estimated Net Price ^{S5} = \$50,660

Monthly Payment ^{S6} \$903

Finance based on \$5,066 down payment, 60 month term and 7% APR, \$0 trade-in-value.


[Customize payment.](#)

[Special Offers](#)

[Look Up Trade-In-Value >](#)

[Estimate Your Credit >](#)

[Get Prequalified >](#)

 [34470](#)

New Mobile Unit Items

Qty	Item	Cost	Total	Vendor
10	Dell Inspiron 15 Laptops w/Windows 11	464.9	4649.8	Dell
10	Dell Wireless Mouse	14.99	149.9	Dell
1	CradlePoint Wireless Modem/Router Configuration	450	450	Local Purchase
1	CradlePoint Hardwire to vehicle	1500	1500	Local Purchase
12	Verizon/ATT Monthly Billing	100	1200	Verizon/ATT
2	Pelican V525 Rolling Cases	149.99	300	Amazon
2	Tripp Lite 10-Device AC Desktop Charging Station	202.29	404.58	Amazon
2	Tripp Lite Waber UL800CB-15 10 Outlet Power Strip with 15 Ft Cord	75	150	MarkerTek
2	100 ft Heavy Duty Extension Reel Cords Craftsman	139.99	279.98	Lowe's
4	PayLessHere Folding Tables Plastic 6ft Half Portable Foldable Table	27.88	111.52	Amazon
2	VINGLI 10 Pack White Plastic Folding Chair,	159	318	Amazon
2	CROWN SHADES 10x10 Pop up Canopy Tent	155	310	Amazon
1	Yeti Tundra 65 Cooler	350	350	Amazon
1	Generator Honda EM5000S iAVR	2799	2799	Northern Tool
1	Douglas Enclosed Trailer 6x8 Base Price	2999	2999	Snapper Trailers Bushnell FL
	Trailer Accessories Pkg include:	1119	1119	3-5 weeks build-out
	6x D-Ring - floor recessed, 16 ft - E-Track wall recessed			
	1x 30Amp Electrical Pkg - 6 space pnl box, 30 amp			
	Main Breaker, Cable Hatch, 25 ft. cord, Ceiling Liner -Luan,			
	1x Roof Vent w/12v Fan			
	Shipping Fee - Pick up in Bushnell FL	145	145	
	Waste Tire Disposal Fee	2	2	
	Trailer Deposit (Non Refundable)	1250	1250.00	
1	2" Ball Hitch with lock	49.9	49.9	Amazon
1	Receiver hitch for	149.99	149.99	etrailer.com
1	Receiver Installation	200	200	Local Purchase
1	AIMS 5000 Watt 12 VDC Power Inverter	459	459	Amazon
1	VDC Power Inverter Installation (VAN)	150	150	Local Purchase
		13111.9	19496.7	



RECORD OF ACTION/APPROVAL

Executive Committee

Wednesday, August 28, 2024

TOPIC/ISSUE:

[Chapter 189, Florida Statutes \(the Uniform Special District Accountability Act\)](#)

BACKGROUND:

- Creates Section 189.0694, Florida Statutes, to require each special district:
 - o Beginning October 1, 2024, or by the end of the first full fiscal year after its creation, whichever is later, to:
 - Establish goals and objectives for each program and activity undertaken by the district,
 - Establish performance measures and standards to determine if the district's goals and objectives are being achieved.
 - o By December 1 of each year thereafter, to publish an annual report on the special district's website describing:
 - The goals and objectives achieved by the special district.
 - The performance measures and standards used by the district to make this determination.
 - Any goals or objectives the special district failed to achieve.

POINTS OF CONSIDERATION:

CLM has a variety of performance measures for programs and services.

STAFF RECOMMENDATIONS:

Staff recommends using the letter grade report.

COMMITTEE ACTION:

BOARD ACTION:



RECORD OF ACTION/APPROVAL

Executive Committee

Wednesday, August 28, 2024

TOPIC/ISSUE:

2024 Local Workforce Services plan approval

BACKGROUND:

Local workforce development boards are required to submit a workforce services plan every four years. Our last plan was instituted in 2020 with a subsequent addendum/modification that was submitted in 2022. The current plan submission covers the period of January 1, 2025, through December 31, 2028.

POINTS OF CONSIDERATION:

The plan is posted for public comment for a period of 30 days. The plan was previously sent to all board and consortium members for review and comment. No comments were received.

STAFF RECOMMENDATIONS:

Approve the local plan as written beginning January 1, 2025.

CONSORTIUM ACTION: