



**POLICY #
2003**

Title:	Sunshine Disclosures and Conflict of Interest
Programs:	All
Department	Legal
Effective:	11/29/2022

I. PURPOSE AND SCOPE

To establish and provide guidance to the CareerSource Palm Beach County (CSPBC) Board of Directors regarding the requirements under Florida’s Sunshine Law and Code of Ethics for Public Officers and CareerSource Florida’s Contracting Conflict of Interest Policy.

II. BACKGROUND

The Workforce Innovation and Opportunity Act (WIOA) envisions a workforce development system that focuses on the needs of job seekers and businesses; and anticipates and responds to the needs of local and regional economies.

WIOA requires Local Workforce Development Boards (LWDBs) and Chief Local Elected Officials (CLEOs) to design and govern the system regionally, align workforce policies and services with regional economies and support service delivery strategies tailored to those needs. The local area serves as a jurisdiction for the administration of workforce development activities which requires the CLEO to play an active role in both the strategic planning and ongoing operation of the local system. Agreements between the CLEO and the entities responsible for the local workforce development system will address how the local area functions and how administrative tasks will be carried out within the local area.

The WIOA “sunshine provision” requires LWDBs to conduct business in an open manner and make available, on a regular basis through electronic means and open meetings, information about the activities of the LWDB.

III. AUTHORITY

[2 CFR 200 Part 200.112 - Conflict of Interest](#)

[2 CFR 200 Part 200.113 - Mandatory Disclosures](#)

[Conflict of Interest, Florida's Sunshine Law as set forth in section 286.011, Florida Statutes](#)

[Florida Commission on Ethics Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees](#)

[Local Workforce Development Boards, section 445.007, Florida Statutes.](#)

[CareerSource Florida Administrative Policy # 110 – Local Workforce Development Area and Board Governance](#)

IV. POLICIES AND PROCEDURES

CSPBC adheres to Florida's Sunshine Law as set forth in section 286.011, Florida Statutes. It has three basic requirements:

1. Meetings of public boards or commissions must be open to the public,
2. Reasonable notice of such meetings must be given, and
3. Minutes of meetings must be taken.

A. Types of meetings governed by the Sunshine Law:

- Any gathering, whether formal or casual, of two or more members of the same CSPBC board/committee to discuss matters in which foreseeable action will be taken is subject to the Sunshine Law.
- Conversations that take place in person, by telephone, or over the Internet.

Note: Non-board members are NOT permitted to be liaisons to circumvent the Sunshine Law. For example, while an executive director/president meets with individual board member, he/she may not act as a liaison between those board members by circulating information and thoughts from one individual member to another.

A provision in section 286.011(8), Florida Statutes permits a board to meet in private with the entity's attorney to discuss pending litigation based on certain conditions.

B. Exemptions:

- There are also limited exemptions for meetings relating solely to the evaluation of claims or offers of compromise of claims filed with a government risk management program, and collective bargaining sessions

involving discussions between the President/CEO of the public employer and the legislative body of the public employer.

- Other than very limited exceptions noted, all meetings of the board and its committees are subject to the Sunshine Law. This includes discussion of personnel matters and interviewing of candidates for employment.

C. Disclosures and Conflict of Interest: CSPBC receives significant amounts of state and federal funds, which places CSPBC in a position of trust. The basic principles that are recognized as the foundation of that trust are disclosure and a commitment to avoid conflicts of interest. The state legislature recognized those principles and codified them in the Florida Code of Ethics for Public Officers and Employees, commonly referred to as the “Sunshine Law”. Formal, public disclosure of public officers’ financial interest is the law of the state.

D. Compliance: To comply with this policy, CareerSource

- Uses the appropriate forms.
- Provides its Board members with a copy of this Standard Operating Procedure and the Florida Commission on Ethics Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees.

E. State of Florida Code of Ethics for Public Officers: Sets out the requirements and restrictions on:

- Employment of relatives
- Voting conflicts
- Disclosure of financial interests
- Receipt of gifts and honoraria
- Provides individual penalties for the violation of such requirements and restrictions

F. Conflict of Interest: To increase transparency and accountability, CSPBC shall comply with the requirements of section 445.007(11), Florida Statutes before contracting with a member of the board; a relative of a board member as defined in section 112.3143(1)(c) Florida Statutes; an organization or individual represented on the board; or an employee of the board. Using the process and documentation requirements outlined in CareerSource Florida Strategic Policy 2012.05.24.A.2 and Section 15. Related Parties of the Florida Department of Economic Opportunity (DEO) Grantee Subgrantee Agreement, CareerSource shall submit all related party contracts via email to DEO at: WorkforceContract.Review@deo.myflorida.com. Related party contracts, as well as documentation demonstrating adherence to these requirements as specified by DEO, must be submitted to DEO for review and approval prior to execution of the contract. Contracts subject to these requirements may not be included on the consent agenda. For each related party contract, CSPBC shall ensure that 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, CSPBC 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.

G. Noted Exception: Contracts under \$10,000 between CSPBC and either a relative (as defined in s. 112.3143(1)(c)) of a board member or of an employee of the board, do not require prior approval by DEO. However, such contracts must be reported to DEO and CareerSource Florida via email at: WorkforceContract.Review@deo.myflorida.com within 30 days of approval by the local board.

H. Posting Related Party Contracts Posted on CSPBC Website: All related party contracts approved on or after July 1, 2021, must be published on the CSPBC website within 10 days after approval by the board or DEO, whichever is later, and must remain published on the CSPBC website for at least one year after termination of the contract.

- Board members may not participate, debate, or vote on issues before the board when a conflict of interest exists.
- A board member must disclose orally the nature of any conflict of interest prior to the Standing Committee's or Board's discussion regarding an item to be voted on.

I. A Financial Interest can exist if the person has, directly or indirectly, through business, investment, or family:

- an ownership or investment interest in any entity with which CSPBC has a transaction or arrangement.
- a compensation arrangement with any entity or individual with which CSPBC has a transaction or arrangement; or
- a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which CSPBC is negotiating a transaction or arrangement.

Compensation includes direct or indirect remuneration, as well as gifts or favors that are substantial in nature. This does not preclude the acceptance of items of nominal or insignificant value, or entertainment of nominal or insignificant value, which are unrelated to any transaction or activity of CSPBC.

Under the provisions of section 112.317 Florida Statutes, a failure to make any required disclosure constitutes grounds for and may be punished by one or more of the following: impeachment, removal or suspension from office, reprimand, or a Civil penalty not to exceed \$10,000.

PROCEDURE

1. **Provide Form 8A and Form Exhibit C Contract Information** to any board member that declares a conflict of interest and Exhibit D Disclosure and Certification of Conflict of Interest in a Contract to the Board Chairperson. The Board member and Board Chairperson must complete, sign, and return the forms within 15 days after the vote occurs with the person responsible for recording minutes of the meeting. Both forms will accompany the official minutes of the meeting and shall be maintained in the Executive Department.
2. **Public Notice:** CSPBC Executive staff is responsible for providing the annual CSPBC Board of Directors and Committee meeting schedule, and any changes to the schedule, to the Communications Department staff and Finance Department staff who are responsible for public noticing any gathering, whether formal or casual, of two or more board members of the same CSPBC board to discuss some matters in which foreseeable CSPBC action will be taken. Notice of all Board meetings shall be posted on the CSPBC website at least seven days before the meeting is to occur. Notice of special board meetings must be posted on the CSPBC website at least 72 hours before the meeting is to occur. Board meeting and committee meeting minutes shall be posted on the CSPBC website within 15 days of Board approval with the two most recent years of board meeting minutes posted on the website.

V. DEFINITIONS

None

VI. REVISION HISTORY

Date	Description
11/29/2022	Approved by CareerSource Palm Beach County President/CEO
11/29/2022	Issued to CareerSource Palm Beach County staff

VII. RESOURCES

CareerSource Florida Strategic Policy 2012.05.24.A.2 State and Local Workforce Development Board Contracting Conflict of Interest Policy

Florida Commission on Ethics Guide to the Sunshine Amendment and Code of Ethics for Public Officers and Employees

CareerSource Florida Strategic Policy 2012.05.24.A.2 State and Local Workforce Development Board Contracting Conflict of Interest Policy

Florida Department of Economic Opportunity (DEO) Grantee Subgrantee Agreement,

8A Memorandum of Voting Conflict for State Officers Form

Exhibit C Contract Information and Exhibit D Disclosure and Certification of Conflict of Interest Forms

FORM 8A MEMORANDUM OF VOTING CONFLICT FOR STATE OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
MAILING ADDRESS	NAME OF STATE AGENCY
CITY COUNTY	MY POSITION IS: <input type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTIVE
DATE ON WHICH VOTE OCCURRED	

WHO MUST FILE FORM 8A

This form is for use by any person serving at the State level of government on an appointed or elected board, council, commission, authority, committee, or as a member of the Legislature. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

ELECTED OFFICERS:

As a person holding elective state office, you may not vote on a matter that you know would inure to your special private gain or loss. However, you may vote on other matters, including measures that would inure to the special private gain or loss of a principal by whom you are retained (including the parent or subsidiary or sibling organization of a principal by which you are retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. If you vote on such a measure or if you abstain from voting on a measure that would affect you, you must make every reasonable effort to disclose the nature of your interest as a public record in a memorandum filed with the person responsible for recording the minutes of the meeting, who shall incorporate the memorandum in the minutes. If it is not possible for you to file a memorandum before the vote, the memorandum must be filed with the person responsible for recording the minutes of the meeting no later than 15 days after the vote.

For purposes of this law, a "relative" includes only your father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with you as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

A member of the Legislature may satisfy the disclosure requirements of this section by filing a disclosure form created pursuant to the rules of the member's respective house if the member discloses the information required by this subsection, or by use of Form 8A.

* * * * *

APPOINTED OFFICERS:

As a person holding appointive state office, you are subject to the abstention and disclosure requirements stated above for Elected Officers. You also must disclose the nature of the conflict before voting or before making any attempt to influence the decision by oral or written communication, whether made by you or at your direction.

For purposes of this law, a "relative" includes only your father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with you as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes.
- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION OR VOTE AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF STATE OFFICER'S INTEREST

I, _____, hereby disclose that on _____, 20 ____ :

(a) A measure came or will come before my agency which (check one or more)

- inured to my special private gain or loss;
- inured to the special gain or loss of my business associate, _____ ;
- inured to the special gain or loss of my relative, _____ ;
- inured to the special gain or loss of _____, by whom I am retained; or
- inured to the special gain or loss of _____, which is the parent, subsidiary, or sibling organization of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

Date Filed

Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

**EXHIBIT C
CONTRACT INFORMATION FORM**

This form is 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/Renewal/Extension: _____

Description of goods and/or services to be procured: _____

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 was not present during the discussion or vote.

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

- 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.
- 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.

I certify that the information above is true and correct.

Signature of Board Chair / Vice Chair*

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 NOT BE PRESENT DURING ANY DISCUSSION AT ANY MEETINGS, INCLUDING SUBCOMMITTEE MEETINGS, INVOLVING THE CONTRACT AND MUST ABSTAIN FROM VOTING OR BEING PRESENT DURING VOTING BY REMOVING HIMSELF OR HERSELF FROM THE ROOM 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.

FLORIDA COMMISSION ON ETHICS



GUIDE
to the
SUNSHINE AMENDMENT
and
CODE of ETHICS
for Public Officers and Employees

2022

State of Florida
COMMISSION ON ETHICS

Michelle Anchors
Fort Walton Beach

Antonio Carvajal
Tallahassee

Travis Cummings
Fleming Island

Don Gaetz
Niceville

Glenton “Glen” Gilzean, Jr.
Orlando

John Grant
Tampa

Joanne Leznoff
Fernandina Beach

William “Willie” N. Meggs
Tallahassee

Jim Waldman
Fort Lauderdale

Kerrie Stillman
Executive Director
P.O. Drawer 15709
Tallahassee, FL 32317-5709
www.ethics.state.fl.us
(850) 488-7864*

*Please direct all requests for information to this number.

TABLE OF CONTENTS

I. HISTORY OF FLORIDA’S ETHICS LAWS.....	1
II. ROLE OF THE COMMISSION ON ETHICS	2
III. THE ETHICS LAWS.....	2
A. PROHIBITED ACTIONS OR CONDUCT	3
1. Solicitation or Acceptance of Gifts	3
2. Unauthorized Compensation	3
3. Misuse of Public Position	4
4. Abuse of Public Position	4
5. Disclosure or Use of Certain Information.....	4
6. Solicitation or Acceptance of Honoraria	4
B. PROHIBITED EMPLOYMENT AND BUSINESS RELATIONSHIPS	5
1. Doing Business With One’s Agency	5
2. Conflicting Employment or Contractual Relationship.....	5
3. Exemptions	5
4. Additional Exemption	6
5. Lobbying State Agencies by Legislators.....	7
6. Employees Holding Office	7
7. Professional & Occupational Licensing Board Members	7
8. Contractual Services: Prohibited Employment	7
9. Local Government Attorneys	7
10. Dual Public Employment	7
C. RESTRICTIONS ON APPOINTING, EMPLOYING, AND CONTRACTING WITH RELATIVES.....	8
1. Anti-Nepotism Law	8
2. Additional Restrictions	8
D. POST OFFICEHOLDING & EMPLOYMENT (REVOLVING DOOR) RESTRICTIONS	8
1. Lobbying By Former Legislators, Statewide Elected Officers, and Appointed State Officers	8
2. Lobbying By Former State Employees.....	8
3. Additional Restrictions on Former State Employees	9
4. Lobbying By Former Local Government Officers and Employees.....	10
E. VOTING CONFLICTS OF INTEREST	10

F. DISCLOSURES	11
1. Form 1 - Limited Financial Disclosure	11
2. Form 1F - Final Form 1.....	15
3. Form 2 - Quarterly Client Disclosure	16
4. Form 6 - Full and Public Disclosure	16
5. Form 6F - Final Form 6.....	16
6. Form 9 - Quarterly Gift Disclosure	16
7. Form 10 - Annual Disclosure of Gifts from Governmental Entities and Direct Support Organizations and Honorarium Event-Related Expenses	17
8. Form 30 - Donor’s Quarterly Gift Disclosure.....	18
9. Forms 1X and 6X – Amendments	18
IV. AVAILABILITY OF FORMS.....	19
V. PENALTIES	19
A. For Violations of the Code of Ethics	19
B. For Violations by Candidates	19
C. For Violations by Former Officers and Employees	20
D. For Lobbyists and Others.....	20
E. Felony Convictions: Forfeiture of Retirement Benefits	20
F. Automatic Penalties for Failure to File Annual Disclosure.....	20
VI. ADVISORY OPINIONS.....	21
A. Who Can Request an Opinion.....	21
B. How to Request an Opinion.....	21
C. How to Obtain Published Opinions.....	21
VII. COMPLAINTS.....	21
A. Citizen Involvement	21
B. Referrals.....	22
C. Confidentiality.....	22
D. How the Complaint Process Works	22
E. Dismissal of Complaint at Any Stage of Disposition	23
F. Statute of Limitations.....	23
VIII. EXECUTIVE BRANCH LOBBYING	24
IX. WHISTLE-BLOWER’S ACT	24
X. ADDITIONAL INFORMATION	25
XI. ONLINE TRAINING	25

I. HISTORY OF FLORIDA'S ETHICS LAWS

Florida has been a leader among the states in establishing ethics standards for public officials and recognizing the right of citizens to protect the public trust against abuse. Our state Constitution was revised in 1968 to require a code of ethics, prescribed by law, for all state employees and non-judicial officers prohibiting conflict between public duty and private interests.

Florida's first successful constitutional initiative resulted in the adoption of the Sunshine Amendment in 1976, providing additional constitutional guarantees concerning ethics in government. In the area of enforcement, the Sunshine Amendment requires that there be an independent commission (the Commission on Ethics) to investigate complaints concerning breaches of public trust by public officers and employees other than judges.

The Code of Ethics for Public Officers and Employees is found in Chapter 112 (Part III) of the Florida Statutes. Foremost among the goals of the Code is to promote the public interest and maintain the respect of the people for their government. The Code is also intended to ensure that public officials conduct themselves independently and impartially, not using their offices for private gain other than compensation provided by law. While seeking to protect the integrity of government, the Code also seeks to avoid the creation of unnecessary barriers to public service.

Criminal penalties, which initially applied to violations of the Code, were eliminated in 1974 in favor of administrative enforcement. The Legislature created the Commission on Ethics that year "to serve as guardian of the standards of conduct" for public officials, state and local. Five of the Commission's nine members are appointed by the Governor, and two each are appointed by the President of the Senate and Speaker of the House of Representatives. No more than five Commission members may be members of the same political party, and none may be lobbyists, or hold any public employment during their two-year terms of office. A chair is selected from among the members to serve a one-year term and may not succeed himself or herself.

In 2018, Florida's Constitutional Revision Commission proposed, and the voters adopted, changes to Article II, Section 8. The earliest of the changes will take effect December 31, 2020, and will prohibit officials from abusing their position to obtain a disproportionate benefit for themselves or their spouse, child, or employer, or for a business with which the official contracts or is an officer, partner, director, sole proprietor, or in which the official owns an interest. Other changes made to the Constitution place restrictions on lobbying by certain officeholders and employees, and put additional limits on lobbying by former public officers and employees. These changes will become effective December 31, 2022.

II. ROLE OF THE COMMISSION ON ETHICS

In addition to its constitutional duties regarding the investigation of complaints, the Commission:

- Renders advisory opinions to public officials;
- Prescribes forms for public disclosure;
- Prepares mailing lists of public officials subject to financial disclosure for use by Supervisors of Elections and the Commission in distributing forms and notifying delinquent filers;
- Makes recommendations to disciplinary officials when appropriate for violations of ethics and disclosure laws, since it does not impose penalties;
- Administers the Executive Branch Lobbyist Registration and Reporting Law;
- Maintains financial disclosure filings of constitutional officers and state officers and employees; and,
- Administers automatic fines for public officers and employees who fail to timely file required annual financial disclosure.

III. THE ETHICS LAWS

The ethics laws generally consist of two types of provisions, those prohibiting certain actions or conduct and those requiring that certain disclosures be made to the public. The following descriptions of these laws have been simplified in an effort to provide notice of their requirements. Therefore, we suggest that you also review the wording of the actual law. Citations to the appropriate laws are in brackets.

The laws summarized below apply generally to all public officers and employees, state and local, including members of advisory bodies. The principal exception to this broad coverage is the exclusion of judges, as they fall within the jurisdiction of the Judicial Qualifications Commission.

Public Service Commission (PSC) members and employees, as well as members of the PSC Nominating Council, are subject to additional ethics standards that are enforced by the Commission on Ethics under Chapter 350, Florida Statutes. Further, members of the governing boards of charter schools are subject to some of the provisions of the Code of Ethics [Sec. 1002.33(26), Fla. Stat.], as are the officers, directors, chief executive officers and some employees of business entities that serve as the chief administrative or executive officer or employee of a political subdivision. [Sec. 112.3136, Fla. Stat.].

A. PROHIBITED ACTIONS OR CONDUCT

1. *Solicitation and Acceptance of Gifts*

Public officers, employees, local government attorneys, and candidates are prohibited from soliciting or accepting anything of value, such as a gift, loan, reward, promise of future employment, favor, or service, that is based on an understanding that their vote, official action, or judgment would be influenced by such gift. [Sec. 112.313(2), Fla. Stat.]

Persons required to file financial disclosure FORM 1 or FORM 6 (see Part III F of this brochure), and state procurement employees, are prohibited from **soliciting** any gift from a political committee, lobbyist who has lobbied the official or his or her agency within the past 12 months, or the partner, firm, employer, or principal of such a lobbyist or from a vendor doing business with the official's agency. [Sec. 112.3148, Fla. Stat.]

Persons required to file FORM 1 or FORM 6, and state procurement employees are prohibited from directly or indirectly **accepting** a gift worth more than \$100 from such a lobbyist, from a partner, firm, employer, or principal of the lobbyist, or from a political committee or vendor doing business with their agency. [Sec.112.3148, Fla. Stat.]

However, notwithstanding Sec. 112.3148, Fla. Stat., no Executive Branch lobbyist or principal shall make, directly or indirectly, and no Executive Branch agency official who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.] Typically, this would include gifts valued at less than \$100 that formerly were permitted under Section 112.3148, Fla. Stat. Similar rules apply to members and employees of the Legislature. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.]

Also, persons required to file Form 1 or Form 6, and state procurement employees and members of their immediate families, are prohibited from accepting any gift from a political committee. [Sec. 112.31485, Fla. Stat.]

2. *Unauthorized Compensation*

Public officers or employees, local government attorneys, and their spouses and minor children are prohibited from accepting any compensation, payment, or thing of value when they know, or with the exercise of reasonable care should know, that it is given to influence a vote or other official action. [Sec. 112.313(4), Fla. Stat.]

3. Misuse of Public Position

Public officers and employees, and local government attorneys are prohibited from corruptly using or attempting to use their official positions or the resources thereof to obtain a special privilege or benefit for themselves or others. [Sec. 112.313(6), Fla. Stat.]

4. Abuse of Public Position

Public officers and employees are prohibited from abusing their public positions in order to obtain a disproportionate benefit for themselves or certain others. [Article II, Section 8(h), Florida Constitution.]

5. Disclosure or Use of Certain Information

Public officers and employees and local government attorneys are prohibited from disclosing or using information not available to the public and obtained by reason of their public position, for the personal benefit of themselves or others. [Sec. 112.313(8), Fla. Stat.]

6. Solicitation or Acceptance of Honoraria

Persons required to file financial disclosure FORM 1 or FORM 6 (see Part III F of this brochure), and state procurement employees, are prohibited from **soliciting** honoraria related to their public offices or duties. [Sec. 112.3149, Fla. Stat.]

Persons required to file FORM 1 or FORM 6, and state procurement employees, are prohibited from knowingly **accepting** an honorarium from a political committee, lobbyist who has lobbied the person's agency within the past 12 months, or the partner, firm, employer, or principal of such a lobbyist, or from a vendor doing business with the official's agency. However, they may accept the payment of expenses related to an honorarium event from such individuals or entities, provided that the expenses are disclosed. See Part III F of this brochure. [Sec. 112.3149, Fla. Stat.]

Lobbyists and their partners, firms, employers, and principals, as well as political committees and vendors, are prohibited from **giving** an honorarium to persons required to file FORM 1 or FORM 6 and to state procurement employees. Violations of this law may result in fines of up to \$5,000 and prohibitions against lobbying for up to two years. [Sec. 112.3149, Fla. Stat.]

However, notwithstanding Sec. 112.3149, Fla. Stat., no Executive Branch or legislative lobbyist or principal shall make, directly or indirectly, and no Executive Branch agency official who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.] This may include honorarium event related expenses that formerly

were permitted under Sec. 112.3149, Fla. Stat. Similar rules apply to members and employees of the Legislature. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.]

B. PROHIBITED EMPLOYMENT AND BUSINESS RELATIONSHIPS

1. Doing Business With One's Agency

(a) A public employee acting as a purchasing agent, or public officer acting in an official capacity, is prohibited from purchasing, renting, or leasing any realty, goods, or services for his or her agency from a business entity in which the officer or employee or his or her spouse or child owns more than a 5% interest. [Sec. 112.313(3), Fla. Stat.]

(b) A public officer or employee, acting in a private capacity, also is prohibited from renting, leasing, or selling any realty, goods, or services to his or her own agency if the officer or employee is a state officer or employee, or, if he or she is an officer or employee of a political subdivision, to that subdivision or any of its agencies. [Sec. 112.313(3), Fla. Stat.]

2. Conflicting Employment or Contractual Relationship

(a) A public officer or employee is prohibited from holding any employment or contract with any business entity or agency regulated by or doing business with his or her public agency. [Sec. 112.313(7), Fla. Stat.]

(b) A public officer or employee also is prohibited from holding any employment or having a contractual relationship which will pose a frequently recurring conflict between the official's private interests and public duties or which will impede the full and faithful discharge of the official's public duties. [Sec. 112.313(7), Fla. Stat.]

(c) Limited exceptions to this prohibition have been created in the law for legislative bodies, certain special tax districts, drainage districts, and persons whose professions or occupations qualify them to hold their public positions. [Sec. 112.313(7)(a) and (b), Fla. Stat.]

3. Exemptions—Pursuant to Sec. 112.313(12), Fla. Stat., the prohibitions against doing business with one's agency and having conflicting employment may not apply:

(a) When the business is rotated among all qualified suppliers in a city or county.

(b) When the business is awarded by sealed, competitive bidding and neither the official nor his or her spouse or child have attempted to persuade agency personnel to enter the contract. NOTE:

Disclosure of the interest of the official, spouse, or child and the nature of the business must be filed prior to or at the time of submission of the bid on Commission FORM 3A with the Commission on Ethics or Supervisor of Elections, depending on whether the official serves at the state or local level.

(c) When the purchase or sale is for legal advertising, utilities service, or for passage on a common carrier.

(d) When an emergency purchase must be made to protect the public health, safety, or welfare.

(e) When the business entity is the only source of supply within the political subdivision and there is full disclosure of the official's interest to the governing body on Commission FORM 4A.

(f) When the aggregate of any such transactions does not exceed \$500 in a calendar year.

(g) When the business transacted is the deposit of agency funds in a bank of which a county, city, or district official is an officer, director, or stockholder, so long as agency records show that the governing body has determined that the member did not favor his or her bank over other qualified banks.

(h) When the prohibitions are waived in the case of ADVISORY BOARD MEMBERS by the appointing person or by a two-thirds vote of the appointing body (after disclosure on Commission FORM 4A).

(i) When the public officer or employee purchases in a private capacity goods or services, at a price and upon terms available to similarly situated members of the general public, from a business entity which is doing business with his or her agency.

(j) When the public officer or employee in a private capacity purchases goods or services from a business entity which is subject to the regulation of his or her agency where the price and terms of the transaction are available to similarly situated members of the general public and the officer or employee makes full disclosure of the relationship to the agency head or governing body prior to the transaction.

4. Additional Exemptions

No elected public officer is in violation of the conflicting employment prohibition when employed by a tax exempt organization contracting with his or her agency so long as the officer is not directly or indirectly compensated as a result of the contract, does not participate in any way in the decision to enter into the contract, abstains from voting on any matter involving the employer, and makes certain disclosures. [Sec. 112.313(15), Fla. Stat.]

5. Legislators Lobbying State Agencies

A member of the Legislature is prohibited from representing another person or entity for compensation during his or her term of office before any state agency other than judicial tribunals. [Art. II, Sec. 8(e), Fla. Const., and Sec. 112.313(9), Fla. Stat.]

6. Employees Holding Office

A public employee is prohibited from being a member of the governing body which serves as his or her employer. [Sec. 112.313(10), Fla. Stat.]

7. Professional and Occupational Licensing Board Members

An officer, director, or administrator of a state, county, or regional professional or occupational organization or association, while holding such position, may not serve as a member of a state examining or licensing board for the profession or occupation. [Sec. 112.313(11), Fla. Stat.]

8. Contractual Services: Prohibited Employment

A state employee of the executive or judicial branch who participates in the decision-making process involving a purchase request, who influences the content of any specification or procurement standard, or who renders advice, investigation, or auditing, regarding his or her agency's contract for services, is prohibited from being employed with a person holding such a contract with his or her agency. [Sec. 112.3185(2), Fla. Stat.]

9. Local Government Attorneys

Local government attorneys, such as the city attorney or county attorney, and their law firms are prohibited from representing private individuals and entities before the unit of local government which they serve. A local government attorney cannot recommend or otherwise refer to his or her firm legal work involving the local government unit unless the attorney's contract authorizes or mandates the use of that firm. [Sec. 112.313(16), Fla. Stat.]

10. Dual Public Employment

Candidates and elected officers are prohibited from accepting public employment if they know or should know it is being offered for the purpose of influence. Further, public employment may not be accepted unless the position was already in existence or was created without the anticipation of the official's interest, was publicly advertised, and the officer had to meet the same qualifications and go through the same hiring process as other applicants. For elected public officers already holding public

employment, no promotion given for the purpose of influence may be accepted, nor may promotions that are inconsistent with those given other similarly situated employees. [Sec. 112.3125, Fla. Stat.]

C. RESTRICTIONS ON APPOINTING, EMPLOYING, AND CONTRACTING WITH RELATIVES

1. Anti-Nepotism Law

A public official is prohibited from seeking for a relative any appointment, employment, promotion, or advancement in the agency in which he or she is serving or over which the official exercises jurisdiction or control. No person may be appointed, employed, promoted, or advanced in or to a position in an agency if such action has been advocated by a related public official who is serving in or exercising jurisdiction or control over the agency; this includes relatives of members of collegial government bodies. NOTE: This prohibition does not apply to school districts (except as provided in Sec. 1012.23, Fla. Stat.), community colleges and state universities, or to appointments of boards, other than those with land-planning or zoning responsibilities, in municipalities of fewer than 35,000 residents. Also, the approval of budgets does not constitute “jurisdiction or control” for the purposes of this prohibition. This provision does not apply to volunteer emergency medical, firefighting, or police service providers. [Sec. 112.3135, Fla. Stat.]

2. Additional Restrictions

A state employee of the executive or judicial branch or the PSC is prohibited from directly or indirectly procuring contractual services for his or her agency from a business entity of which a relative is an officer, partner, director, or proprietor, or in which the employee, or his or her spouse, or children own more than a 5% interest. [Sec. 112.3185(6), Fla. Stat.]

D. POST OFFICE HOLDING AND EMPLOYMENT (REVOLVING DOOR) RESTRICTIONS

1. Lobbying by Former Legislators, Statewide Elected Officers, and Appointed State Officers

A member of the Legislature or a statewide elected or appointed state official is prohibited for two years following vacation of office from representing another person or entity for compensation before the government body or agency of which the individual was an officer or member. Former members of the Legislature are also prohibited for two years from lobbying the executive branch. [Art. II, Sec. 8(e), Fla. Const. and Sec. 112.313(9), Fla. Stat.]

2. Lobbying by Former State Employees

Certain employees of the executive and legislative branches of state government are prohibited from personally representing another person or entity for compensation before the

agency with which they were employed for a period of two years after leaving their positions, unless employed by another agency of state government. [Sec. 112.313(9), Fla. Stat.] These employees include the following:

(a) Executive and legislative branch employees serving in the Senior Management Service and Selected Exempt Service, as well as any person employed by the Department of the Lottery having authority over policy or procurement.

(b) Persons serving in the following position classifications: the Auditor General; the director of the Office of Program Policy Analysis and Government Accountability (OPPAGA); the Sergeant at Arms and Secretary of the Senate; the Sergeant at Arms and Clerk of the House of Representatives; the executive director and deputy executive director of the Commission on Ethics; an executive director, staff director, or deputy staff director of each joint committee, standing committee, or select committee of the Legislature; an executive director, staff director, executive assistant, legislative analyst, or attorney serving in the Office of the President of the Senate, the Office of the Speaker of the House of Representatives, the Senate Majority Party Office, the Senate Minority Party Office, the House Majority Party Office, or the House Minority Party Office; the Chancellor and Vice-Chancellors of the State University System; the general counsel to the Board of Regents; the president, vice presidents, and deans of each state university; any person hired on a contractual basis and having the power normally conferred upon such persons, by whatever title; and any person having the power normally conferred upon the above positions.

This prohibition does not apply to a person who was employed by the Legislature or other agency prior to July 1, 1989; who was a defined employee of the State University System or the Public Service Commission who held such employment on December 31, 1994; or who reached normal retirement age and retired by July 1, 1991. It does apply to OPS employees.

PENALTIES: Persons found in violation of this section are subject to the penalties contained in the Code (see PENALTIES, Part V) as well as a civil penalty in an amount equal to the compensation which the person received for the prohibited conduct. [Sec. 112.313(9)(a)5, Fla. Stat.]

3. Additional Restrictions on Former State Employees

A former executive or judicial branch employee or PSC employee is prohibited from having employment or a contractual relationship, at any time after retirement or termination of employment, with any business entity (other than a public agency) in connection with a contract in which the employee participated personally and substantially by recommendation or decision while a public employee. [Sec. 112.3185(3), Fla. Stat.]

A former executive or judicial branch employee or PSC employee who has retired or terminated employment is prohibited from having any employment or contractual relationship for two years with any business entity (other than a public agency) in connection with a contract for services which was within his or her responsibility while serving as a state employee. [Sec.112.3185(4), Fla. Stat.]

Unless waived by the agency head, a former executive or judicial branch employee or PSC employee may not be paid more for contractual services provided by him or her to the former agency during the first year after leaving the agency than his or her annual salary before leaving. [Sec. 112.3185(5), Fla. Stat.]

These prohibitions do not apply to PSC employees who were so employed on or before Dec. 31, 1994.

4. Lobbying by Former Local Government Officers and Employees

A person elected to county, municipal, school district, or special district office is prohibited from representing another person or entity for compensation before the government body or agency of which he or she was an officer for two years after leaving office. Appointed officers and employees of counties, municipalities, school districts, and special districts may be subject to a similar restriction by local ordinance or resolution. [Sec. 112.313(13) and (14), Fla. Stat.]

E. VOTING CONFLICTS OF INTEREST

State public officers are prohibited from voting in an official capacity on any measure which they know would inure to their own special private gain or loss. A state public officer who abstains, or who votes on a measure which the officer knows would inure to the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate, must make every reasonable effort to file a memorandum of voting conflict with the recording secretary in advance of the vote. If that is not possible, it must be filed within 15 days after the vote occurs. The memorandum must disclose the nature of the officer's interest in the matter.

No county, municipal, or other local public officer shall vote in an official capacity upon any measure which would inure to his or her special private gain or loss, or which the officer knows would inure to the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate. The officer must publicly announce the nature of his or her interest before the vote and must file a memorandum of voting conflict on Commission Form 8B with the meeting's recording officer within 15 days after the vote occurs disclosing the nature of his or her interest in the matter. However, members of

community redevelopment agencies and district officers elected on a one-acre, one-vote basis are not required to abstain when voting in that capacity.

No appointed state or local officer shall participate in any matter which would inure to the officer's special private gain or loss, the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate, without first disclosing the nature of his or her interest in the matter. The memorandum of voting conflict (Commission Form 8A or 8B) must be filed with the meeting's recording officer, be provided to the other members of the agency, and be read publicly at the next meeting.

If the conflict is unknown or not disclosed prior to the meeting, the appointed official must orally disclose the conflict at the meeting when the conflict becomes known. Also, a written memorandum of voting conflict must be filed with the meeting's recording officer within 15 days of the disclosure being made and must be provided to the other members of the agency, with the disclosure being read publicly at the next scheduled meeting. [Sec. 112.3143, Fla. Stat.]

F. DISCLOSURES

Conflicts of interest may occur when public officials are in a position to make decisions that affect their personal financial interests. This is why public officers and employees, as well as candidates who run for public office, are required to publicly disclose their financial interests. The disclosure process serves to remind officials of their obligation to put the public interest above personal considerations. It also helps citizens to monitor the considerations of those who spend their tax dollars and participate in public policy decisions or administration.

All public officials and candidates do not file the same degree of disclosure; nor do they all file at the same time or place. Thus, care must be taken to determine which disclosure forms a particular official or candidate is required to file.

The following forms are described below to set forth the requirements of the various disclosures and the steps for correctly providing the information in a timely manner.

1. FORM 1 - Limited Financial Disclosure

Who Must File:

Persons required to file FORM 1 include all state officers, local officers, candidates for local elective office, and specified state employees as defined below (other than those officers who are required by law to file FORM 6).

STATE OFFICERS include:

- 1) Elected public officials not serving in a political subdivision of the state and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.

- 2) Appointed members of each board, commission, authority, or council having statewide jurisdiction, excluding members of solely advisory bodies; but including judicial nominating commission members; directors of Enterprise Florida, Scripps Florida Funding Corporation, and CareerSource Florida, and members of the Council on the Social Status of Black Men and Boys; the Executive Director, governors, and senior managers of Citizens Property Insurance Corporation; governors and senior managers of Florida Workers' Compensation Joint Underwriting Association, board members of the Northeast Florida Regional Transportation Commission, and members of the board of Triumph Gulf Coast, Inc.; members of the board of Florida is for Veterans, Inc.; and members of the Technology Advisory Council within the Agency for State Technology.

- 3) The Commissioner of Education, members of the State Board of Education, the Board of Governors, local boards of trustees and presidents of state universities, and members of the Florida Prepaid College Board.

LOCAL OFFICERS include:

- 1) Persons elected to office in any political subdivision (such as municipalities, counties, and special districts) and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.

- 2) Appointed members of the following boards, councils, commissions, authorities, or other bodies of any county, municipality, school district, independent special district, or other political subdivision: the governing body of the subdivision; a community college or junior college district board of trustees; a board having the power to enforce local code provisions; a planning or zoning board, board of adjustments or appeals, community redevelopment agency board, or other board having the power to recommend, create, or modify land planning or zoning within the political subdivision, except for citizen advisory committees, technical coordinating committees, and similar groups who only have the power to make recommendations to planning or zoning boards, except for representatives of a military installation acting on behalf of all military installations within that jurisdiction; a pension board or retirement board empowered to invest pension or retirement funds or to determine entitlement to or amount of a pension or other retirement benefit.

3) Any other appointed member of a local government board who is required to file a statement of financial interests by the appointing authority or the enabling legislation, ordinance, or resolution creating the board.

4) Persons holding any of these positions in local government: mayor; county or city manager; chief administrative employee or finance director of a county, municipality, or other political subdivision; county or municipal attorney; chief county or municipal building inspector; county or municipal water resources coordinator; county or municipal pollution control director; county or municipal environmental control director; county or municipal administrator with power to grant or deny a land development permit; chief of police; fire chief; municipal clerk; appointed district school superintendent; community college president; district medical examiner; purchasing agent (regardless of title) having the authority to make any purchase exceeding \$35,000 for the local governmental unit.

5) Members of governing boards of charter schools operated by a city or other public entity.

6) The officers, directors, and chief executive officer of a corporation, partnership, or other business entity that is serving as the chief administrative or executive officer or employee of a political subdivision, and any business entity employee who is acting as the chief administrative or executive officer or employee of the political subdivision. [Sec. 112.3136, Fla. Stat.]

SPECIFIED STATE EMPLOYEE includes:

1) Employees in the Office of the Governor or of a Cabinet member who are exempt from the Career Service System, excluding secretarial, clerical, and similar positions.

2) The following positions in each state department, commission, board, or council: secretary or state surgeon general, assistant or deputy secretary, executive director, assistant or deputy executive director, and anyone having the power normally conferred upon such persons, regardless of title.

3) The following positions in each state department or division: director, assistant or deputy director, bureau chief, assistant bureau chief, and any person having the power normally conferred upon such persons, regardless of title.

4) Assistant state attorneys, assistant public defenders, criminal conflict and civil regional counsel, assistant criminal conflict and civil regional counsel, public counsel, full-time state employees serving as counsel or assistant counsel to a state agency, judges of compensation claims, administrative law judges, and hearing officers.

5) The superintendent or director of a state mental health institute established for training and research in the mental health field, or any major state institution or facility established for corrections, training, treatment, or rehabilitation.

6) State agency business managers, finance and accounting directors, personnel officers, grant coordinators, and purchasing agents (regardless of title) with power to make a purchase exceeding \$35,000.

7) The following positions in legislative branch agencies: each employee (other than those employed in maintenance, clerical, secretarial, or similar positions and legislative assistants exempted by the presiding officer of their house); and each employee of the Commission on Ethics.

What Must Be Disclosed:

FORM 1 requirements are set forth fully on the form. In general, this includes the reporting person's sources and types of financial interests, such as the names of employers and addresses of real property holdings. NO DOLLAR VALUES ARE REQUIRED TO BE LISTED. In addition, the form requires the disclosure of certain relationships with, and ownership interests in, specified types of businesses such as banks, savings and loans, insurance companies, and utility companies.

When to File:

CANDIDATES for elected local office must file FORM 1 together with and at the same time they file their qualifying papers.

STATE and LOCAL OFFICERS and SPECIFIED STATE EMPLOYEES are required to file disclosure by July 1 of each year. They also must file within thirty days from the date of appointment or the beginning of employment. Those appointees requiring Senate confirmation must file prior to confirmation.

Where to File:

Each LOCAL OFFICER files FORM 1 with the Supervisor of Elections in the county in which he or she permanently resides.

A STATE OFFICER or SPECIFIED STATE EMPLOYEE files with the Commission on Ethics. [Sec. 112.3145, Fla. Stat.]

2. *FORM 1F - Final Form 1 Limited Financial Disclosure*

FORM 1F is the disclosure form required to be filed within 60 days after a public officer or employee required to file FORM 1 leaves his or her public position. The form covers the disclosure period between January 1 and the last day of office or employment within that year.

3. *FORM 2 - Quarterly Client Disclosure*

The state officers, local officers, and specified state employees listed above, as well as elected constitutional officers, must file a FORM 2 if they or a partner or associate of their professional firm represent a client for compensation before an agency at their level of government.

A FORM 2 disclosure includes the names of clients represented by the reporting person or by any partner or associate of his or her professional firm for a fee or commission before agencies at the reporting person's level of government. Such representations do not include appearances in ministerial matters, appearances before judges of compensation claims, or representations on behalf of one's agency in one's official capacity. Nor does the term include the preparation and filing of forms and applications merely for the purpose of obtaining or transferring a license, so long as the issuance of the license does not require a variance, special consideration, or a certificate of public convenience and necessity.

When to File:

This disclosure should be filed quarterly, by the end of the calendar quarter following the calendar quarter during which a reportable representation was made. FORM 2 need not be filed merely to indicate that no reportable representations occurred during the preceding quarter; it should be filed ONLY when reportable representations were made during the quarter.

Where To File:

LOCAL OFFICERS file with the Supervisor of Elections of the county in which they permanently reside.

STATE OFFICERS and SPECIFIED STATE EMPLOYEES file with the Commission on Ethics. [Sec. 112.3145(4), Fla. Stat.]

4. *FORM 6 - Full and Public Disclosure*

Who Must File:

Persons required by law to file FORM 6 include all elected constitutional officers and candidates for such office; the mayor and members of the city council and candidates for these offices in Jacksonville; the Duval County Superintendent of Schools; judges of compensation claims (pursuant to Sec. 440.442, Fla. Stat.); members of the Florida Housing Finance Corporation Board and members of expressway authorities, transportation authorities (except the Jacksonville Transportation Authority), bridge authority, or toll authorities created pursuant to Ch. 348 or 343, or 349, or other general law.

What Must be Disclosed:

FORM 6 is a detailed disclosure of assets, liabilities, and sources of income over \$1,000 and their values, as well as net worth. Officials may opt to file their most recent income tax return in lieu of listing sources of income but still must disclose their assets, liabilities, and net worth. In addition, the form requires the disclosure of certain relationships with, and ownership interests in, specified types of businesses such as banks, savings and loans, insurance companies, and utility companies.

When and Where To File:

Incumbent officials must file FORM 6 annually by July 1 with the Commission on Ethics. CANDIDATES must file with the officer before whom they qualify at the time of qualifying. [Art. II, Sec. 8(a) and (i), Fla. Const., and Sec. 112.3144, Fla. Stat.]

Beginning January 1, 2022, all Form 6 disclosures must be filed electronically through the Commission's electronic filing system. These disclosures will be published and searchable on the Commission's website.

5. *FORM 6F - Final Form 6 Full and Public Disclosure*

This is the disclosure form required to be filed within 60 days after a public officer or employee required to file FORM 6 leaves his or her public position. The form covers the disclosure period between January 1 and the last day of office or employment within that year.

6. *FORM 9 - Quarterly Gift Disclosure*

Each person required to file FORM 1 or FORM 6, and each state procurement employee, must file a FORM 9, Quarterly Gift Disclosure, with the Commission on Ethics on the last day of any calendar quarter following the calendar quarter in which he or she received a gift worth more than \$100, other than gifts

from relatives, gifts prohibited from being accepted, gifts primarily associated with his or her business or employment, and gifts otherwise required to be disclosed. FORM 9 NEED NOT BE FILED if no such gift was received during the calendar quarter.

Information to be disclosed includes a description of the gift and its value, the name and address of the donor, the date of the gift, and a copy of any receipt for the gift provided by the donor. [Sec. 112.3148, Fla. Stat.]

7. FORM 10 - Annual Disclosure of Gifts from Government Agencies and Direct-Support Organizations and Honorarium Event Related Expenses

State government entities, airport authorities, counties, municipalities, school boards, water management districts, and the South Florida Regional Transportation Authority, may give a gift worth more than \$100 to a person required to file FORM 1 or FORM 6, and to state procurement employees, if a public purpose can be shown for the gift. Also, a direct-support organization for a governmental entity may give such a gift to a person who is an officer or employee of that entity. These gifts are to be reported on FORM 10, to be filed by July 1.

The governmental entity or direct-support organization giving the gift must provide the officer or employee with a statement about the gift no later than March 1 of the following year. The officer or employee then must disclose this information by filing a statement by July 1 with his or her annual financial disclosure that describes the gift and lists the donor, the date of the gift, and the value of the total gifts provided during the calendar year. State procurement employees file their statements with the Commission on Ethics. [Sec. 112.3148, Fla. Stat.]

In addition, a person required to file FORM 1 or FORM 6, or a state procurement employee, who receives expenses or payment of expenses related to an honorarium event from someone who is prohibited from giving him or her an honorarium, must disclose annually the name, address, and affiliation of the donor, the amount of the expenses, the date of the event, a description of the expenses paid or provided, and the total value of the expenses on FORM 10. The donor paying the expenses must provide the officer or employee with a statement about the expenses within 60 days of the honorarium event.

The disclosure must be filed by July 1, for expenses received during the previous calendar year, with the officer's or employee's FORM 1 or FORM 6. State procurement employees file their statements with the Commission on Ethics. [Sec. 112.3149, Fla. Stat.]

However, notwithstanding Sec. 112.3149, Fla. Stat., no executive branch or legislative lobbyist or principal shall make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the

purpose of lobbying. This may include gifts or honorarium event related expenses that formerly were permitted under Sections 112.3148 and 112.3149. [Sec. 112.3215, Fla. Stat.] Similar prohibitions apply to legislative officials and employees. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.] In addition, gifts, which include anything not primarily related to political activities authorized under ch. 106, are prohibited from political committees. [Sec. 112.31485 Fla. Stat.]

8. *FORM 30 - Donor's Quarterly Gift Disclosure*

As mentioned above, the following persons and entities generally are prohibited from giving a gift worth more than \$100 to a reporting individual (a person required to file FORM 1 or FORM 6) or to a state procurement employee: a political committee; a lobbyist who lobbies the reporting individual's or procurement employee's agency, and the partner, firm, employer, or principal of such a lobbyist; and vendors. If such person or entity makes a gift worth between \$25 and \$100 to a reporting individual or state procurement employee (that is not accepted in behalf of a governmental entity or charitable organization), the gift should be reported on FORM 30. The donor also must notify the recipient at the time the gift is made that it will be reported.

The FORM 30 should be filed by the last day of the calendar quarter following the calendar quarter in which the gift was made. If the gift was made to an individual in the legislative branch, FORM 30 should be filed with the Lobbyist Registrar. [See page 35 for address.] If the gift was to any other reporting individual or state procurement employee, FORM 30 should be filed with the Commission on Ethics.

However, notwithstanding Section 112.3148, Fla. Stat., no executive branch lobbyist or principal shall make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. This may include gifts that formerly were permitted under Section 112.3148. [Sec. 112.3215, Fla. Stat.] Similar prohibitions apply to legislative officials and employees. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.] In addition, gifts from political committees are prohibited. [Sec. 112.31485, Fla. Stat.]

9. *FORM 1X AND FORM 6X - Amendments to Form 1 and Form 6*

These forms are provided for officers or employees to amend their previously filed Form 1 or Form 6.

IV. AVAILABILITY OF FORMS

LOCAL OFFICERS and EMPLOYEES who must file FORM 1 annually will be sent the form by mail from the Supervisor of Elections in the county in which they permanently reside not later than JUNE 1 of each year. Newly elected and appointed officials or employees should contact the heads of their agencies for copies of the form or download it from www.ethics.state.fl.us, as should those persons who are required to file their final disclosure statements within 60 days of leaving office or employment. The Form 1 will be filed electronically with the Florida Commission on Ethics via the Electronic Financial Disclosure Management System (EFDMS), beginning in 2023.

Beginning January 1, 2022, ELECTED CONSTITUTIONAL OFFICERS and other officials who must file Form 6 annually must file electronically via the Commission's Electronic Financial Disclosure Management System (EFDMS). Paper forms will not be promulgated. Communications regarding the annual filing requirement will be sent via email to filers no later than June 1. Form 6 filers will receive an emailed invitation to register for EFDMS in March 2022. Filers requiring earlier access should contact the Commission to request an invitation. Filers must maintain an updated email address in their User Profile in EFDMS.

OTHER STATE OFFICERS, and SPECIFIED STATE EMPLOYEES who must file Form 1 annually will be sent the forms by mail from the Florida Commission on Ethics by June 1, 2022. Newly elected and appointed officers and employees should contact the head of their agencies for copies of the form or download the form from www.ethics.state.fl.us, as should those persons who are required to file their final financial disclosure statement within 60 days of leaving office or employment.

V. PENALTIES

A. Non-criminal Penalties for Violation of the Sunshine Amendment and the Code of Ethics

There are no criminal penalties for violation of the Sunshine Amendment and the Code of Ethics. Penalties for violation of these laws may include: impeachment, removal from office or employment, suspension, public censure, reprimand, demotion, reduction in salary level, forfeiture of no more than one-third salary per month for no more than twelve months, a civil penalty not to exceed \$10,000, and restitution of any pecuniary benefits received, and triple the value of a gift from a political committee.

B. Penalties for Candidates

CANDIDATES for public office who are found in violation of the Sunshine Amendment or the Code of Ethics may be subject to one or more of the following penalties: disqualification from being on the ballot, public censure, reprimand, or a civil penalty not to exceed \$10,000, and triple the value of a gift received from a political committee.

C. Penalties for Former Officers and Employees

FORMER PUBLIC OFFICERS or EMPLOYEES who are found in violation of a provision applicable to former officers or employees or whose violation occurred prior to such officer's or employee's leaving public office or employment may be subject to one or more of the following penalties: public censure and reprimand, a civil penalty not to exceed \$10,000, and restitution of any pecuniary benefits received, and triple the value of a gift received from a political committee.

D. Penalties for Lobbyists and Others

An executive branch lobbyist who has failed to comply with the Executive Branch Lobbying Registration law (see Part VIII) may be fined up to \$5,000, reprimanded, censured, or prohibited from lobbying executive branch agencies for up to two years. Lobbyists, their employers, principals, partners, and firms, and political committees and committees of continuous existence who give a prohibited gift or honorarium or fail to comply with the gift reporting requirements for gifts worth between \$25 and \$100, may be penalized by a fine of not more than \$5,000 and a prohibition on lobbying, or employing a lobbyist to lobby, before the agency of the public officer or employee to whom the gift was given for up to two years. Any agent or person acting on behalf of a political committee giving a prohibited gift is personally liable for a civil penalty of up to triple the value of the gift.

Executive Branch lobbying firms that fail to timely file their quarterly compensation reports may be fined \$50 per day per report for each day the report is late, up to a maximum fine of \$5,000 per report.

E. Felony Convictions: Forfeiture of Retirement Benefits

Public officers and employees are subject to forfeiture of all rights and benefits under the retirement system to which they belong if convicted of certain offenses. The offenses include embezzlement or theft of public funds; bribery; felonies specified in Chapter 838, Florida Statutes; impeachable offenses; and felonies committed with intent to defraud the public or their public agency. [Sec. 112.3173, Fla. Stat.]

F. Automatic Penalties for Failure to File Annual Disclosure

Public officers and employees required to file either Form 1 or Form 6 annual financial disclosure are subject to automatic fines of \$25 for each day late the form is filed after September 1, up to a maximum penalty of \$1,500. [Sec. 112.3144 and 112.3145, Fla. Stat.]

VI. ADVISORY OPINIONS

Conflicts of interest may be avoided by greater awareness of the ethics laws on the part of public officials and employees through advisory assistance from the Commission on Ethics.

A. Who Can Request an Opinion

Any public officer, candidate for public office, or public employee in Florida who is in doubt about the applicability of the standards of conduct or disclosure laws to himself or herself, or anyone who has the power to hire or terminate another public employee, may seek an advisory opinion from the Commission about himself or herself or that employee.

B. How to Request an Opinion

Opinions may be requested by letter presenting a question based on a real situation and including a detailed description of the situation. Opinions are issued by the Commission and are binding on the conduct of the person who is the subject of the opinion, unless material facts were omitted or misstated in the request for the opinion. Published opinions will not bear the name of the persons involved unless they consent to the use of their names; however, the request and all information pertaining to it is a public record, made available to the Commission and to members of the public in advance of the Commission's consideration of the question.

C. How to Obtain Published Opinions

All of the Commission's opinions are available for viewing or download at its website:
www.ethics.state.fl.us.

VII. COMPLAINTS

A. Citizen Involvement

The Commission on Ethics cannot conduct investigations of alleged violations of the Sunshine Amendment or the Code of Ethics unless a person files a sworn complaint with the Commission alleging such violation has occurred, or a referral is received, as discussed below.

If you have knowledge that a person in government has violated the standards of conduct or disclosure laws described above, you may report these violations to the Commission by filing a sworn complaint on the form prescribed by the Commission and available for download at

www.ethics.state.fl.us. The Commission is unable to take action based on learning of such misdeeds through newspaper reports, telephone calls, or letters.

You can obtain a complaint form (FORM 50), by contacting the Commission office at the address or phone number shown on the inside front cover of this booklet, or you can download it from the Commission's website:
www.ethics.state.fl.us.

B. Referrals

The Commission may accept referrals from: the Governor, the Florida Department of Law Enforcement, a State Attorney, or a U.S. Attorney. A vote of six of the Commission's nine members is required to proceed on such a referral.

C. Confidentiality

The complaint or referral, as well as all proceedings and records relating thereto, is confidential until the accused requests that such records be made public or until the matter reaches a stage in the Commission's proceedings where it becomes public. This means that unless the Commission receives a written waiver of confidentiality from the accused, the Commission is not free to release any documents or to comment on a complaint or referral to members of the public or press, so long as the complaint or referral remains in a confidential stage.

A COMPLAINT OR REFERRAL MAY NOT BE FILED WITH RESPECT TO A CANDIDATE ON THE DAY OF THE ELECTION, OR WITHIN THE 30 CALENDAR DAYS PRECEDING THE ELECTION DATE, UNLESS IT IS BASED ON PERSONAL INFORMATION OR INFORMATION OTHER THAN HEARSAY.

D. How the Complaint Process Works

Complaints which allege a matter within the Commission's jurisdiction are assigned a tracking number and Commission staff forwards a copy of the original sworn complaint to the accused within five working days of its receipt. Any subsequent sworn amendments to the complaint also are transmitted within five working days of their receipt.

Once a complaint is filed, it goes through three procedural stages under the Commission's rules. The first stage is a determination of whether the allegations of the complaint are legally sufficient: that is, whether they indicate a possible violation of any law over which the Commission has jurisdiction. If the complaint is found not to be legally sufficient, the Commission will order that the complaint be dismissed without investigation, and all records relating to the complaint will become public at that time.

In cases of very minor financial disclosure violations, the official will be allowed an opportunity to correct or amend his or her disclosure form. Otherwise, if the complaint is found to be legally sufficient, a preliminary investigation will be undertaken by the investigative staff of the Commission. The second stage of the Commission's proceedings involves this preliminary investigation and a decision by the Commission as to whether there is probable cause to believe that there has been a violation of any of the ethics laws. If the Commission finds no probable cause to believe there has been a violation of the ethics laws, the complaint will be dismissed and will become a matter of public record. If the Commission finds probable cause to believe there has been a violation of the ethics laws, the complaint becomes public and usually enters the third stage of proceedings. This stage requires the Commission to decide whether the law was actually violated and, if so, whether a penalty should be recommended. At this stage, the accused has the right to request a public hearing (trial) at which evidence is presented, or the Commission may order that such a hearing be held. Public hearings usually are held in or near the area where the alleged violation occurred.

When the Commission concludes that a violation has been committed, it issues a public report of its findings and may recommend one or more penalties to the appropriate disciplinary body or official.

When the Commission determines that a person has filed a complaint with knowledge that the complaint contains one or more false allegations or with reckless disregard for whether the complaint contains false allegations, the complainant will be liable for costs plus reasonable attorney's fees incurred by the person complained against. The Department of Legal Affairs may bring a civil action to recover such fees and costs, if they are not paid voluntarily within 30 days.

E. Dismissal of Complaints At Any Stage of Disposition

The Commission may, at its discretion, dismiss any complaint at any stage of disposition should it determine that the public interest would not be served by proceeding further, in which case the Commission will issue a public report stating with particularity its reasons for the dismissal. [Sec. 112.324(12), Fla. Stat.]

F. Statute of Limitations

All sworn complaints alleging a violation of the Sunshine Amendment or the Code of Ethics must be filed with the Commission within five years of the alleged violation or other breach of the public trust. Time starts to run on the day AFTER the violation or breach of public trust is committed. The statute of limitations is tolled on the day a sworn complaint is filed with the Commission. If a complaint is filed and the statute of limitations has run, the complaint will be dismissed. [Sec. 112.3231, Fla. Stat.]

VIII. EXECUTIVE BRANCH LOBBYING

Any person who, for compensation and on behalf of another, lobbies an agency of the executive branch of state government with respect to a decision in the area of policy or procurement may be required to register as an executive branch lobbyist. Registration is required before lobbying an agency and is renewable annually. In addition, each lobbying firm must file a compensation report with the Commission for each calendar quarter during any portion of which one or more of the firm's lobbyists were registered to represent a principal. As noted above, no executive branch lobbyist or principal can make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 can knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.]

Paying an executive branch lobbyist a contingency fee based upon the outcome of any specific executive branch action, and receiving such a fee, is prohibited. A violation of this prohibition is a first degree misdemeanor, and the amount received is subject to forfeiture. This does not prohibit sales people from receiving a commission. [Sec. 112.3217, Fla. Stat.]

Executive branch departments, state universities, community colleges, and water management districts are prohibited from using public funds to retain an executive branch (or legislative branch) lobbyist, although these agencies may use full-time employees as lobbyists. [Sec. 11.062, Fla. Stat.]

Online registration and filing is available at www.floridalobbyist.gov. Additional information about the executive branch lobbyist registration system may be obtained by contacting the Lobbyist Registrar at the following address:

Executive Branch Lobbyist Registration
Room G-68, Claude Pepper Building
111 W. Madison Street
Tallahassee, FL 32399-1425
Phone: 850/922-4987

IX. WHISTLE-BLOWER'S ACT

In 1986, the Legislature enacted a "Whistle-blower's Act" to protect employees of agencies and government contractors from adverse personnel actions in retaliation for disclosing information in a sworn complaint alleging certain types of improper activities. Since then, the Legislature has revised this law to afford greater protection to these employees.

While this language is contained within the Code of Ethics, the Commission has no jurisdiction or authority to proceed against persons who violate this Act. Therefore, a person who has disclosed

information alleging improper conduct governed by this law and who may suffer adverse consequences as a result should contact one or more of the following: the Office of the Chief Inspector General in the Executive Office of the Governor; the Department of Legal Affairs; the Florida Commission on Human Relations; or a private attorney. [Sec. 112.3187 - 112.31895, Fla. Stat.]

X. ADDITIONAL INFORMATION

As mentioned above, we suggest that you review the language used in each law for a more detailed understanding of Florida's ethics laws. The "Sunshine Amendment" is Article II, Section 8, of the Florida Constitution. The Code of Ethics for Public Officers and Employees is contained in Part III of Chapter 112, Florida Statutes.

Additional information about the Commission's functions and interpretations of these laws may be found in Chapter 34 of the Florida Administrative Code, where the Commission's rules are published, and in The Florida Administrative Law Reports, which until 2005 published many of the Commission's final orders. The Commission's rules, orders, and opinions also are available at www.ethics.state.fl.us.

If you are a public officer or employee concerned about your obligations under these laws, the staff of the Commission will be happy to respond to oral and written inquiries by providing information about the law, the Commission's interpretations of the law, and the Commission's procedures.

XI. TRAINING

Constitutional officers, elected municipal officers, and commissioners of community redevelopment agencies (CRAs) are required to receive a total of four hours training, per calendar year, in the area of ethics, public records, and open meetings. The Commission on Ethics does not track compliance or certify providers.

Visit the training page on the Commission's website for up-to-date rules, opinions, audio/video training, and opportunities for live training conducted by Commission staff. A comprehensive online training course addressing Florida's Code of Ethics, as well as Sunshine Law, and Public Records Act is available via a link on the Commission's homepage.



2012.05.24.A.2

Strategic Policy

Title:	State and Local Workforce Development Board Contracting Conflict of Interest Policy
Adopted:	05/24/2012
Effective:	05/24/2012

I. PURPOSE AND SCOPE

To increase transparency for board actions where a conflict of interest may exist between a board, its board members and/or board employees, CareerSource Florida, Inc. (CSF) adopted procedures for approving contracts in which a conflict of interest may exist. This policy establishes criteria and procedures used to address potential conflicts of interest and when appropriate “cure” such conflicts and ensure compliance with Public Law 113-128, Workforce Innovation and Opportunity Act (2014), section 445.007(1) and (11), Florida Statutes, and section 112.3143, Florida Statutes.

CSF and the 24 local workforce development boards (local boards) within the CareerSource Florida network will “cure” conflicts of interest in the execution of contracts by conforming to this conflict of interest policy. No workforce board including CSF and all 24 local boards shall enter into a contract with its own board member(s), with an organization represented by its own board member(s), with board employee(s), member or employees’ relative(s) or with any entity in which board member(s), board employee(s) or relative(s) of either has any relationship with the contracting vendor unless the contract is exempt under this conflict of interest policy.

Before a vote is taken, full disclosure of the conflict must be made to all board members. If the conflict of interest involves a board member or a relative of a board member, that board member must abstain from the vote. After a quorum is established, two-thirds of all board members present must approve the action.

CONTRACTING CONFLICT OF INTEREST POLICY

2012.05.24.A.2

05/17/2017

Page 2 of 3

At a board's discretion, the following may be exempt from the policy described above:

- 1) Contracts with an "agency" as defined in section 112.312(2), Florida Statutes;
- 2) Contracts relating to a board member's appointment to the board under section 101(a)(2), Public Law 113-128, Workforce Innovation and Opportunity Act (2014);
- 3) Contracts with a board member receiving a grant for workforce services; or
- 4) Contracts not exempt but in which the board documents exceptional circumstances – all of which is stated in greater detail in the State and Local Workforce Development Board Contracting Conflict of Interest policy.

The scope of this policy applies to CSF, all 24 local boards and all board member related or employee related contracts.

II. BACKGROUND

The CSF Board of Directors adopted the Regional Workforce Development Board Accountability Act: Contract Policy (RWBAA: Contract Policy) by proviso language for Specific Appropriation 2214 of the 2010 General Appropriations Act and the 2010 Appropriations Implementation Bill. The RWBAA: Contract Policy required the Department of Economic Opportunity (DEO) to review and CSF to approve contracts of \$25,000 or more to assure the statutory mandate established in s. 445.007(1), Florida Statutes, and the RWBAA: Contract Policy was met. This change prompted adding the definition of "employees" to emphasize those with fiduciary duties pertaining to contracts. This provision required that, after a quorum was established, local board approval by a two-thirds vote of all board members present, abstention from the approval vote by board members with a potential conflict of interest, and disclosure of a board member's conflict of interest in a manner consistent with definitions and procedures outlined in ssection 112.3143, Florida Statutes.

Subsequently, CSF voluntarily approved strategic policy applying the contract approval requirements of section 445.007(1), Florida Statutes, including the two-thirds vote approval, to any CSF board member related contract, even though the legislature intended the policy to apply only to local boards. The policy was extended to include board employees and their relatives.

CSF is not required to apply the approval procedures of the CSF contracting policy, sections II-V, to CSF contracts.

STATE AND LOCAL WORKFORCE DEVELOPMENT BOARD
CONTRACTING CONFLICT OF INTEREST POLICY

2012.05.24.A.2

05/17/2017

Page 3 of 3

III. AUTHORITY

2010-11 Appropriations Implementing Bill

[Public Law 113-128, Workforce Innovation and Opportunity Act \(2014\)](#)

[Section 112.3143, Florida Statutes](#)

[Sections 445.007\(1\) and 445.007\(11\), Florida Statutes](#)

IV. HISTORY

Date	Description
05/13/2010	Original COI Contracting policy adopted. Expired July 1, 2011
08/18/2011	Policy # 2011.08.18.A.1 is adopted
05/04/2012	Conflict of interest disclosure and supermajority approval applied to CSF conflict of interest contracts.
05/24/2012	Policy # 2011.08.18.A.1 is superseded by Policy # 2012.05.04.A.2
05/23/2017	Strategic Policy 2010.08.12.A.1 is superseded by 2012.05.24.A.2 amended policy requires the Board Chair or Vice-Chair to sign the form; amended policy combines Conflict of Interest in the Contract form and Contractor Disclosure and Certification into a single form. This will prevent board chairs, vice-chairs or their designees from signing for the individuals which will prevent potential audit issues.
05/17/2017	Revised copy in plain language; changed Workforce Florida, Inc. (WFI) to CareerSource Florida, Inc. (CSF); changed regions to local workforce development boards (local boards); changed references to Workforce Innovation Act (WIA) to Public Law 113-128, Workforce Innovation and Opportunity Act (2014); consolidated sections to align more closely with DEO administrative policies.

V. ATTACHMENTS

[2010 General Appropriations Act \(Chapter Law 2010-152\)](#)

[2010-11 Appropriations Implementing Bill \(Chapter Law 2010-153\)](#)

State and Local Workforce Development Board Contracting Conflict of Interest Policy

**AGREEMENT
BETWEEN CAREERSOURCE PALM BEACH COUNTY
AND THE
FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY**

This Agreement is entered into between the State of Florida, Department of Economic Opportunity (“DEO”), and CareerSource Palm Beach County, Inc. (“Board” or “Subrecipient”). DEO and the Board are sometimes referred to herein individually as a “Party” and collectively as “the Parties.”

WHEREAS, DEO 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 DEO; and

WHEREAS, the Board is a “subrecipient” of funds (as that term is defined by federal law), and 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, DEO 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. **“LWDA”** means Local Workforce Development Area.
- h. **“MOU”** means Memorandum of Understanding.
- i. **“NFA”** means Notice of Award/Notice of Fund Availability.
- j. **“RA”** means Reemployment Assistance.
- k. **“SNAP E&T”** means the Supplemental Nutrition Assistance Program Employment & Training program.
- l. **“State Board”** means the State Workforce Development Board.
- m. **“TAA”** means Trade Adjustment Assistance.
- n. **“WIOA”** means the Workforce Innovation and Opportunity Act.
- o. **“WP”** means the Wagner-Peyser Act.
- p. **“WT”** means the Welfare Transition program.

2. TERM AND EXPIRATION. The Effective Date of this Agreement is May 15, 2021, and may continue for three years, through May 15, 2024 (the “Expiration Date”), unless otherwise terminated as set forth herein. In accordance with section 121(c)(2) of WIOA, this Agreement will be reviewed, and if substantial changes have occurred, renewed, at least once every three years to ensure appropriate funding and delivery of services. This Agreement may be renewed or extended for a period of time to be determined by DEO in its sole discretion, and without the Board’s approval, at any time prior to the Expiration Date. This Agreement terminates, supersedes, and replaces any prior agreement in effect between DEO and the Board regarding the subject matter set forth herein as of the Effective Date. The period between the Effective Date and the Expiration Date or the termination date is the “Agreement Period”. Subrecipient is absolutely responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If the LWDA is redesignated in whole or in part, or the Board is decertified, then DEO may terminate this Agreement. If DEO elects to terminate this Agreement, then DEO will notify the Board and the CLEO of such termination, when the termination becomes effective, and any termination instructions.

3. FISCAL AND ADMINISTRATIVE CONTROLS.

- a. DEO will provide funds in consideration for the Subrecipient’s successful performance under this Agreement.

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

- b. DEO will make funding available to the Subrecipient by issuing NFAs through DEO's financial management information system. Each NFA may list or incorporate specific terms, conditions, assurances, restrictions, or other instructions applicable to the funds provided by the NFA. The Subrecipient's receipt of funding made under an NFA may be conditioned upon the Subrecipient's successful performance of certain requirements prior to the receipt of such funding. The Subrecipient must comply with all terms, conditions, assurances, restrictions, or other instructions contained within the NFA as a condition precedent to the Subrecipient's receipt of funding set forth in the NFA. Except as specifically set forth herein, if a conflict between the terms of this Agreement and any NFA, the terms of the NFA shall control.
- c. Accountability for Funds.
 - i. Reduction or Suspension of Funding. DEO may partially, completely, temporarily or permanently, reduce or suspend any funding provided under this Agreement or funding made available pursuant to an NFA, if the Subrecipient fails to comply with all applicable state and federal laws, rules, and regulations, or the terms of this Agreement or any NFA. DEO will exercise its authority to reduce or suspend funding in accordance with the applicable federal and state laws, rules, regulations, and policies.
 - ii. Recoupment. Notwithstanding anything in this Agreement or any NFA to the contrary, DEO has an absolute right to recoup funds. DEO may refuse to reimburse the Subrecipient for any cost if DEO determines that such cost was not incurred in compliance with the terms of this Agreement. DEO may demand a return of funds if DEO terminates this Agreement.
 - iii. Overpayments. If the Subrecipient's (a) noncompliance with this Agreement or any applicable federal, state, or local law, rule, regulation, or ordinance, terms of any NFA, or (b) performance or nonperformance of any term or condition of this Agreement results in (i) an unlawful use of funds; (ii) a use of funds that doesn't comply with the terms of this Agreement; or (iii) a use which constitutes a receipt of funds to which the Subrecipient is not entitled (each such event an "Overpayment"), then the Subrecipient shall return such Overpayment of funds to DEO.
 - iv. Discovery of Overpayments. The Subrecipient shall refund any Overpayment of funds to DEO within 30 days of the Subrecipient's discovery of an Overpayment or receipt of notification from DEO that an Overpayment has occurred. DEO is the final authority as to what may constitute an Overpayment of funds. Refunds should be sent to DEO's Agreement Manager and made payable to the "Department of Economic Opportunity". Should repayment not be made in a timely manner, DEO may charge interest, pursuant to 2 CFR 200.410, at the lawful rate of interest on the outstanding balance beginning 30 days after the date of notification or discovery.
- d. By signature below, the Subrecipient certifies to DEO that it has written administrative procedures, processes, and fiscal controls in place for the operation of WIOA, WP, TAA, SNAP E&T, WT, CDBG-DR and any other program for which the Subrecipient receives funds from DEO. The written administrative procedures, processes, and fiscal controls described in this paragraph must, at minimum, comply with applicable state and federal law, rules, regulations, policies, guidance, and the terms of this Agreement. DEO may request copies of the Board's written procedures and policies for review. As needed, DEO shall provide guidance and technical assistance to the Subrecipient to ensure compliance with this section. If the Subrecipient cannot certify that it has written

administrative procedures, processes, and fiscal controls in place for the operation of any program for which it may receive funds at a future date, then as a condition precedent to the award of any funds, the Subrecipient shall establish and adopt such written administrative procedures, processes, and fiscal controls, as necessary for the applicable program.

- e. By signature below, the Subrecipient certifies that it has written administrative procedures, processes, and fiscal controls in place for the payment of supportive services including, but not limited to prepaid gas or prepaid debit cards. Controls must address issuance, storage, and reconciliation of prepaid gas or prepaid debit cards. The Subrecipient must maintain documentation supporting the eligibility of the receipt of supportive services and that the value of the supportive service is consistent with the documented need of the participant.
- f. The Subrecipient shall manage, maintain, and properly dispose of program and financial records in accordance with governing state and federal laws and regulations.
- g. The Board will appoint at least one Regional Security Officer that is responsible for ensuring the Board's compliance with all information system security matters and system access control for users of DEO-owned systems. The Regional Security Officer will comply with policies and requirements imposed by DEO. The Subrecipient will designate a custodian for purchased property and equipment that will be responsible for ensuring the Subrecipient's compliance with 2 CFR §§ 200.310-200.316.
- h. The Subrecipient is responsible for managing real property and leases for all space utilized in the one-stop delivery system. The Subrecipient and its designated one-stop operator or managing partner shall be responsible for all activities involved in securing space for local career centers, ensuring payment to lessors, and cost allocating rent charges, and otherwise managing leases.
- i. The Subrecipient will comply with all federal and state laws, policies, guidance, plans, or other similar documents produced, approved, or disseminated by DEO, the State Board, or any other entity whose funds are made available to the Subrecipient through DEO. These documents will be made available on DEO's website or distributed to the Subrecipient through other means.
- j. Funds provided to the Subrecipient by DEO may not be used to pay consultants, as that term is defined in 5 CFR 304.102, in excess of \$710 per day and must be documented as reasonable and necessary.

4. PERFORMANCE, REPORTING, MONITORING, AND AUDITING.

- a. DEO may request any information at any time from the Subrecipient. The Subrecipient shall provide any requested information in the form and manner requested by DEO, within the time frame established by DEO, so DEO may review the Board's performance and compliance and compile and submit information to the appropriate parties. The Board shall provide timely electronic data to DEO, via the electronic financial and programmatic data systems established by DEO in order to allow DEO to provide accurate reports to state and federal funding agencies, the State Board, and other interested parties, and to review the Board's fiscal status and performance.
- b. The Subrecipient will comply with the audit requirements set forth in Exhibit A on an annual basis and take prompt corrective action with respect to any audit findings.
- c. The Subrecipient shall allow access to representatives of DEO, DEO's Office of Inspector General and Office of Civil Rights, appropriate representatives from other state and federal funding agencies, and any other entity authorized by law for the purposes of conducting monitoring, reviews, inspections, investigations, proceedings, hearings, or audits (each a "Compliance Review"). The Subrecipient will fully cooperate with any Compliance Review conducted pursuant to this section. Failure to fully cooperate will constitute a material breach of this Agreement and may result in the termination or suspension of this Agreement and any funding provided by DEO. DEO reserves the right to, in its sole discretion, decide what constitutes full cooperation under this paragraph. DEO may exercise its rights under this paragraph at any time and as frequently as DEO deems necessary. The

Subrecipient will reimburse DEO for all reasonable costs incurred by DEO for any activity conducted pursuant to this section that results in the suspension or termination of this Agreement. The Subrecipient will not be responsible for costs incurred from activities conducted under this section that do not result in the suspension or termination of this Agreement. Nothing in paragraph (b) of this section, or Exhibit A, is intended to limit the terms of this paragraph (c).

- d. Annually, the subrecipient shall submit the following information electronically to FMA-RWB@deo.myflorida.com or uploaded to SharePoint by the deadlines prescribed below:
- Completed Salary Cap by April 1;
 - Annual detailed budget of revenues and expenditures by funding source by October 1; and
 - Completed Internal Control Questionnaire signed by Board Chair and Executive Director by September 30 or within 30 calendar days after the Internal Control Questionnaire is provided to the Subrecipient, whichever is later.
- e. The State Board and DEO have established special guidelines concerning audit quality as guidance for the Board. For the procurement of the audit services, the Board must procure these services in accordance with Florida Statutes. As part of these guidelines, the Board is also required to communicate to their independent auditors (auditor) the following procedures that must be performed:
- i. It is essential that the auditor test the Board's reconciliation of its financial records to the Subrecipient Enterprise Resource Application (SERA) maintained by DEO. The auditor should include a note to the financial statements confirming whether such a reconciliation was performed by the Board in a satisfactory manner.
 - ii. Auditors are required under federal audit guidelines to test compliance with federal cash management requirements and to report any material problems. However, the State Board and DEO have established state level guidance for cash management that should also be tested. The auditor should review the key guidelines contained in the SERA Manual produced by DEO concerning cash management, especially the criteria for Allowable Cash on Hand, and conduct the appropriate tests of compliance.
 - iii. It is required that auditors always prepare and submit a management letter for those findings and observations not included in the audit report, as opposed to providing only a verbal briefing. The Board must prepare a written statement of explanation or rebuttal, including corrective actions to be taken, concerning 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.
 - iv. 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 or Board's leadership exercises any controlling influence, such as a foundation or an association. For purposes of this guidance document, 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.
 - v. 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 consolidated financial statement) as appropriate after giving proper consideration of applicable accounting standards pronouncements regarding reporting of related entities.
 - vi. 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 the DEO.

- vii. The Board must limit the audit services to no more than five years and then must follow Florida Statutes 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 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. DEO will meet at least annually with the CLEO and the Board to review the Board's performance and compliance and will notify the Board's Chief Executive Officer 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 DEO may constitute grounds for corrective measures, sanctions and remedies, consistent with WIOA and any policies of DEO or the State Board. DEO may require corrective measures be taken in accordance with a Performance Improvement Plan, or other appropriate action, developed by DEO. The Board's failure to comply with the terms of any Performance Improvement Plan or other appropriate action 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, or any other sanction or remedy available to DEO by law.

5. THE BOARD'S ONE-STOP DELIVERY SYSTEM. The Board shall operate at least one physical comprehensive career center with access to partner programs, services, and activities in accordance with 20 CFR 678.300(c) and 678.305. The Board shall designate a one-stop operator in accordance with 20 CFR 678.605-678.625, Section 445.009, F.S., and applicable policies, including the following one-stop delivery system requirements:

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

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

- a. Certain workforce program services will be performed by DEO staff assigned to work under the functional supervision and direction of the Board. These services include WP services, TAA services, services to veterans, services to migrant and seasonal farmworkers, and other workforce services as agreed upon by the Parties. The provision of these services will be consistent with applicable federal and state law, rules, regulations, policies, and

guidance, and State Board policies. The Board will refer any question or conflict regarding management of DEO staff to DEO for resolution.

- b. The Parties shall maintain a staffing structure chart describing each career center site location, the designated one-stop operator or managing partner at the site location, all DEO staff placed at the site location, and the position classification and program assignment for each DEO staff member working at the site location. The Board must provide a copy of the staffing structure in an organizational chart to DEO Human Resources annually by July 1 or within 30 days upon changes to the organizational structure related to DEO staff members. All necessary changes to the staffing structure chart will be made by the Parties in a timely fashion.
- c. The Board will provide DEO information and recommendations regarding the performance of DEO staff assigned to the Board pursuant to a procedure developed and implemented by the Parties. The Board shall exercise due care with respect to its submission of information concerning the performance of DEO staff. DEO will act on the information provided by the Board, but the ultimate decision for any personnel action remains with DEO.
- d. DEO staff assigned to the Board are subject to all statutes and rules applicable to State Personnel System employees and all DEO policies - including DEO's travel, leave, and time distribution policies. DEO staff assigned to the Board will be required to obtain their local manager's approval prior to taking leave.
- e. The Board shall consult with DEO with regard to any issues that may affect, or be in conflict with, the terms or conditions of the collective bargaining agreement for any DEO staff holding positions covered by a collective bargaining agreement. DEO will provide guidance to the Board upon request for the purpose of ensuring compliance with terms of any applicable collective bargaining agreement.
- f. DEO retains ultimate decision-making authority with respect to wages, salary, benefits, hiring, firing, discipline, and promotion of DEO staff.
- g. The Board will appoint a local personnel liaison for the purpose of coordinating personnel related activities for DEO staff. The personnel liaison must be a DEO staff member. The Board will provide the name and contact information of the designated personnel liaison to the DEO Human Resource Office upon designation of this staff member and thereafter annually or upon changes in the designated staff member.
- h. The Board shall jointly plan with DEO for the use of resources available to each partner to ensure a coordinated and efficient approach to the delivery of customer services. The Board will provide the services outlined in section 445.009, Florida Statutes. The Board will also provide basic and individualized career services pursuant to section 134(c)(2) of WIOA, access to training services pursuant to section 134(c)(3)(D) of WIOA, access to programs and activities carried out by the Board's partners listed in 20 CFR 678.400 through 678.410, including the Employment Service program authorized under WP, as amended by WIOA Title III, services to employers as outlined in 20 CFR 680.140(b)(2), and workforce and labor market information. For clarification purposes, "basic career services" are referred to as "core services" in section 445.009(6)(a)(c), Florida Statutes, and "individualized career services" are referred to as "intensive services" in section 445.009(7), Florida Statutes.
- i. The Board will develop methods for referring individuals between its one-stop operator(s) and its partners for appropriate services and activities.

7. OPEN GOVERNMENT AND CONFIDENTIALITY.

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

PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT DEO'S CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via e-mail at PRRequest@deo.myflorida.com, or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

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

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

8. BACKGROUND SCREENINGS.

a. Level 1 Screenings.

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

9. LOCAL PLAN AND ASSURANCES.

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

verify such person's employment eligibility. A private employer is not required to verify the employment eligibility of a continuing employee hired before January 1, 2021. However, if a person is a contract employee retained by a private employer, the private employer must verify the employee's employment eligibility upon the renewal or extension of his or her contract.

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

10. PROCUREMENT.

- a. If the Board enters into a contract in the amount of \$1,000,000 or more, in accordance with the requirements of section 287.135, Florida Statutes, the Board will obtain a certification that the contractor is not listed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, engaged in business operations in Cuba or Syria, or meets the conditions for exemption as provided in section 287.135(4), Florida Statutes. These lists are created pursuant to sections 215.4725 and 215.473, Florida Statutes. The Board certifies that it is in compliance with this provision. Upon request, DEO will provide a form the Board may utilize in connection with any procurement for the purposes 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, DEO will provide an attestation form the Board may utilize in connection with any procurement for the purposes of ensuring compliance with this paragraph.
- 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. DEO 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. DEO 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 DEO prior to purchasing any information technology resource or conducting any activity that will, in any way, access DEO data and DEO-owned systems. To ensure statewide efficiency of funding, prior approval from DEO must also be obtained prior to requesting any changes or enhancements to Employ Florida.
- f. The Board shall comply with the procurement standards in 2 CFR 200.318 - 200.326 when procuring property and services under this Agreement. The Board shall impose its obligations under this Agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors. The Board shall maintain oversight of all activities under this Agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this Agreement.
- g. Funds expended for events must be compliant with 2 CFR 200.421, and DEO's Guidance on Use of Funds for the Purchase of Outreach/Informational Items (FG-OGM-84). Documentation must be retained to support the cost of the funds expended and must demonstrate that the costs are reasonable and necessary to connect individuals to employment and training services.

11. COMPENSATION AND TRAVEL.

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

12. BOARD GOVERNANCE, RESPONSIBILITIES, AND TRANSPARENCY.

- a. The Board shall ensure that the local area designation complies with the requirements outlined in the federal law (WIOA) and applicable state policy.
- b. The following information must be posted on the Board's website in a manner easily accessed by the public:
 - i. Notice of all Board meetings at least seven days before the meeting is to occur. Notice of special board meetings must be posted at least 72 hours before the meeting is to occur.
 - ii. Current employee positions and salary information for each position (including performance bonuses).
 - iii. A 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.
 - iv. A list of all current board members, company or entity that the Board member is employed by or owns, and their terms of service.
 - v. Interlocal agreement(s), as applicable.
 - vi. Single Audit for the two most recent years.
 - vii. Board meeting and committee minutes within 15 days of Board approval with two most recent years of board meeting minutes posted on the website.
 - viii. Tax return for the two most recent years.
 - ix. All active agreements with another board that delegates 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.
- c. The Board shall comply with the requirements of 2 CFR 25 Universal Identifier and System for Award Management (SAM). The Subrecipient must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Data Universal Numbering System number. The Subrecipient must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation and 2 CFR 170 Reporting Subaward and Executive Compensation Information.

- d. In compliance with sections 39.201 and 415.1034, Florida Statutes, if the Board, its agents, employees, contractors, subcontractors or any other entity performing the services on behalf of the Board, knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited, the Board agrees to immediately report such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800-96ABUSE, or via the web reporting option at <http://www.dcf.state.fl.us/abuse/report>, or via fax at 1-800-914-0004.
- e. Consistent with 2 CFR 200.113, the Board must, within one business day of discovery, disclose any violation of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Additionally, the Board shall disclose any other on-going civil or criminal litigation, investigation, arbitration, or administrative proceeding upon execution of this Agreement. For purposes of this paragraph, “discovery” means when the Board has knowledge of or should reasonably know that there has been a violation of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award.
- f. For all funds provided by DEO, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with federal money, the Subrecipient shall clearly state (i) the percentage of the total costs of the program or project which will be financed with federal money; (ii) the dollar amount of federal funds for the project or program; and (iii) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources. Consolidated Appropriations Act of 2018, Pub. L. No. 115-141, 132 Stat. 348, div. H, Title V, Sec. 505 (Mar. 23, 2018).
- g. In compliance with section 286.25, Florida Statutes, the Board will ensure any nongovernmental organization which sponsors a program financed, in whole or in part, with funds provided under this Agreement will, in publicizing, advertising, or describing the sponsorship of the program, state: “Sponsored by (entities name) and the State of Florida, Department of Economic Opportunity.” If the sponsorship reference is in written form, the words “State of Florida, Department of Economic Opportunity” will appear in the same size letters or type as the name of the entity.

13. ETHICS.

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

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

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

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

- a. The Board must ensure that the local workforce board composition is compliant with all federal and state laws, polices, procedures, and rules.
- b. The Board, in consultation with the CLEO, must develop and implement clear processes and procedures for recruiting, vetting, and nominating Board members and documenting their qualifications in alignment with the requirements of WIOA, and compliant with all federal and state laws, polices, procedures, and rules.
- c. The Board shall prohibit any Board staff from serving as members of a committee or subcommittee of the Board.
- d. The Board shall ensure Board members complete mandatory Board orientation and training. The Board shall take all reasonable steps necessary to encourage attendance by the CLEO at Board orientation and training. The Board shall retain and provide to DEO upon request the dates of training and sign-in sheets (or other evidence of attendance) of training participants.

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

- a. Related Parties. For purposes of this Agreement, "Related Party" includes any: Board member; Board employee or staff; relative of any Board member or employee or staff; any organization represented by or employing a Board member or employee or staff; any organization, the board of directors of which a Board member or employee or staff holds a board position; or any vendor with which a Board member has a relationship.
- b. Related Party Contract. For purposes of this Agreement, "Related Party Contract" means any relationship, transaction, or expenditure, contractual in nature, which results in or could result in an expenditure of state or federal funds by the Board with a Related Party. The term "Related Party Contract" does not include retail purchases made in the ordinary course of business or payments for utility services.
- c. Related Parties Compliance. The Board shall comply with section 445.007(11), Florida Statutes. The Board and its employees must annually disclose to DEO'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. Related Party Contracts \$25,000 or Greater. DEO 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. Prior to execution of any contract equal to or greater than \$25,000, 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@deo.myflorida.com.
- f. Related Party Contracts Less Than \$25,000. Within 30 days after execution of any contract less than \$25,000, the Board must approve and electronically submit 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. 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, must be submitted to WorkforceContract.Review@deo.myflorida.com.

16. ADDITIONAL PROVISIONS.

- a. This Agreement will be construed, performed, and enforced in all respects in accordance with the laws, rules, and regulations of the State of Florida. Each Party will perform its obligations herein in accordance with the terms and conditions of the Agreement. The exclusive venue of any legal or equitable action that arises out of or relates to this Agreement will be either the Division of Administrative Hearings or the appropriate state court in Leon County, Florida. In any such action, the Parties waive any right to jury trial.
- b. Should any term of this Agreement conflict with any applicable law, rule, or regulation, the law, rule, or regulation will control over the provisions of this Agreement.
- c. The Board is fully liable for its actions, and the actions of the Board's officers, agents, contractors and employees. The Board will indemnify, defend, and hold harmless the state, the State Board, and DEO, 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. 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.
- e. 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.
- f. Any amendment or modification to the terms of this Agreement must be in written form signed by both Parties.
- g. 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 shutdown, the Board shall ensure that DEO and the State Board are informed within 48 hours of such shutdown or potential shutdown.
- h. The Board shall submit an Annual Report (Exhibit E), including the most recent IRS Form 990, detailing the total

compensation for the Board'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 report will be due to DEO 30 calendar days after the submittal of the 990 form to the IRS. The Board must inform DEO of any changes in total executive compensation between annual reports within 60 calendar days of the change.

17. **SERVICES TO INDIVIDUALS WITH DISABILITIES.** The Board shall designate at least one staff member for the LWDA to promote and develop employment opportunities for individuals with disabilities to ensure that job counseling and placement efforts are made for such individuals.
18. **SERVICES TO INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY.** The Board shall establish a policy and procedure for providing free language services to customers that have a limited ability to read and/or speak the English language.
19. **RESPONSE TO CUSTOMER SERVICE COMPLAINTS.** DEO will forward any customer concerns or complaints about the Board received directly or forwarded from the Governor's or legislative offices, to the Board staff for review. Board staff will investigate the complaint in a timely manner, take appropriate action, and report the action in writing to DEO so that the complaint can be closed.
20. **LIAISONS.**
 - a. The Parties acknowledge they have a close working relationship and that neither Party desires an overly-bureaucratic or formal communication structure. To that effect, the Parties may communicate with each other through any appropriate liaison, as context may dictate.
 - b. DEO's formal liaison for purposes of this Agreement is Caroline ("Tisha") Womack. Ms. Womack can be reached at Caroline.Womack@deo.myflorida.com or (850) 245-7126. All communication for which the Parties' course of dealing does reveal a more appropriate liaison will be directed to Ms. Womack, or other designee.
 - c. The Board's formal liaison for purposes of this Agreement is Julia Dattolo. Julia Dattolo can be reached at jdattolo@careersourcepbc.com or (561)340-1060 X2363. All communication for which the Parties' course of dealing does reveal a more appropriate liaison will be directed to Julia Dattolo, or other designee.
 - d. If different liaisons are designated by either Party after the execution of this Agreement, notice of the name, telephone number, and email address of the new liaison shall be provided in writing to the other Party and said notification shall be attached to this Agreement.
21. **REQUIRED LOCAL POSITIONS.** Appointed individuals may serve in more than one capacity or perform other job duties and functions, as appropriate, to the extent that no conflict of interest arises or may arise. The Board shall appoint:
 - a. A Regional Security Officer.
 - b. A custodian for purchased property and equipment.
 - c. A personnel liaison (must be a DEO merit staff member).
 - d. A public records coordinator.
 - e. An Equal Opportunity Officer, consistent with 29 CFR part 38.
 - f. An Ethics Officer
22. **CONSTRUCTION; INTERPRETATION.** The title of and the section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "this Agreement" means this Agreement together with all Exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language

shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word “or” is not exclusive and the words “herein,” “hereof,” “hereunder,” and other words of similar import refer to this Agreement as a whole, including any Exhibits, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. The use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to “\$” shall mean United States dollars. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. Time is of the essence with respect to the performance of all obligations under this Agreement. The Parties have participated jointly in the negotiation and drafting of this Agreement. If an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

- 23. PRESERVATION OF REMEDIES; SEVERABILITY; RIGHT TO SET-OFF.** No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement will impair any such right, power, or remedy of either Party nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default. If any term or provision of this Agreement is found to be illegal, invalid, or unenforceable, such term or provision will be deemed stricken, and the remainder of this Agreement will remain in full force and effect. DEO and the State shall have all of its common law, equitable and statutory rights of set-off, including, without limitation, the State’s option to withhold for the purposes of set-off any moneys due to the Board under this Agreement up to any amounts due and owing to DEO with respect to this Agreement, any other contract with any state department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal state practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the state or its representatives.
- 24. ENTIRE AGREEMENT; AMENDMENT; WAIVER.** This Agreement embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement, and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the Board and the authorized agent of DEO. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

- Remainder of Page Intentionally Left Blank -

IN WITNESS HEREOF, 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 ECONOMIC OPPORTUNITY

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

DocuSigned by:

By: _____
8D7A4D05416240F...
Signature

Printed Name: Dane Eagle

Title: Executive Director

Date: 6/3/2021

By: David H. Talley
Signature

Printed Name: David Talley

Title: Board Chair

Date: May 2, 2021

Acknowledged by the Chief Local Elected Official:

By: 
Signature

Printed Name: David Kerner

Title: Palm Beach County Mayor

Date: 05/12/2021

EXHIBIT A AUDIT REQUIREMENTS

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

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

AUDITS.

PART I: FEDERALLY FUNDED. This part is applicable if the subrecipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

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 DEO 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 DEO. 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 DEO 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 DEO, 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 DEO upon request. The Board further agrees that, upon request, DEO 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 §200.36 and §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. DEO at each of the following addresses:

Electronic copies (preferred):	or	Paper (hard copy): Audit@deo.myflorida.com Department Economic Opportunity 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@deo.myflorida.com	or	Paper (hard copy): Department Economic Opportunity MSC #75, Caldwell Building 107 East Madison Street Tallahassee, FL. 32399-4126
--	----	--

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

- 5. Recipients, when submitting financial reporting packages to DEO for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package

was delivered to the recipient in correspondence accompanying the reporting package.

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

- Remainder of Page Intentionally Left Blank -

Attachment 1 to EXHIBIT A

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

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

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

1. *All requirements of this Agreement.*

EXHIBIT B

Individual Non-Disclosure and Confidentiality Certification Form

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

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

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

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

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

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

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

Employee Signature: _____ Date: _____

Print Employee Name: _____

Address: _____

Work Telephone: _____

E-Mail: _____

**EXHIBIT C
CONTRACT INFORMATION FORM**

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

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

Identification of all parties to the contract: _____

Contractor Name & Address: _____

Contractor Contact Phone Number: _____

Contract Number or Other Identifying Information, if any: _____

Contract Term: _____

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

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

Description of goods and/or services to be procured: _____

Method of procurement for the goods and/or services to be procured: _____

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 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.
- 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.
- A draft copy of the related party contract and amendments, as applicable.
- Documentation supporting the method of procurement of the related party contract.
- A copy of the board meeting and committee meeting minutes that document the discussion and approval of the related party contract.

I certify that the information above is true and correct.

Signature of Board Chair / Vice Chair*

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 FOR EXECUTIVE LEADERSHIP
 (Executive Order 20-44)

Entity Name:

Employee Name						
Title						
Salary						
Bonuses						
Cashed-In 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						
Employer-Paid Insurance Benefits						
Total Compensation						
Accrued Leave and Holiday Benefits						
Percentage of Total Compensation from Federal or State Funds						

Definitions:

Executive Leadership - Anyone who is included by name or title on the form 990, part VII, or Schedule J

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

Other payouts: Cell phone allowances, tuition, gym memberships, and 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.)

Accrued Leave and Holiday Benefits: Value of vacation, sick, and PTO accrued during the year and holiday available to the employee