



Board of Directors Meeting
November 12, 2024 – 11:30am-4:00pm
Daytona Beach Regional Chamber of Commerce
Board Meeting 12:00pm-1:00pm- In Person & Teams
Strategic Planning Session 1:00pm-3:00pm – In Person Only

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Attendees: Elizabeth Albert, Mary Jane Brecklin, Colleen Browne, Sarah Dougherty, Erica Flores, Lloyd Gregg, Savannah Griffin, John Guthrie, Dr. Sandy Handfield, Corrine Heck, Art Hoelke, Renee Kirkland, Amy Locklear, Nuno Mana, Mike Menyhart, Wayne Olson, Lou Paris, Jason Parker, Amar Patel, Ken Phelps, Eva Rey, Cordell Rolle, Ian Shinnick, Tyler Sirois, John Wanamaker, and Lynda Weatherman.

Agenda

*To facilitate and be the catalyst for workforce development services
that are responsive to the employment needs of Brevard County*

Call to Order	Lloyd Gregg	<u>Page No.</u>
Roll Call	Holly Paschal	
Florida Commerce Performance Presentation PY22-23 & PY23-24		
Action Items:	Chair	
A. Board of Directors Meeting Minutes – 07/18/24		1 – 5
B. Related Party Contracts		6 – 9
C. Amendment to the Articles of Incorporation		10 – 12
D. Regional Approval		13 - 17
Presentation:		
E. Executive Director’s 24-25 Goals	Marci Murphy	18 – 19
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H. Finance Committee		
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W. Performance Reporting Presentation	133 - 137

Public Comments (3 minutes)

Adjourn

Meeting information is always available @ careersourcebfv.com

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise CareerSource Brevard Flagler Volusia at least 48 hours prior to the meeting by contacting Holly Paschal at (321) 394-0507. Persons who are hearing or speech impaired can contact Holly Paschal through the Florida Relay Service by dialing 7-1-1

Upcoming Meetings:

November 2024

12th Board of Directors – Annual Retreat 11:30am-4:00pm
21st Tri-County Consortium- 2:00pm

December 2024

3rd Follow-up to Strategic Planning Session
Virtual Only – 9:00am-11:30am

February 2024

10th Industry Workforce Committee-9:00am
24th Career Center Committee-9:00am

March 2024

3rd Finance Committee-3:30pm
3rd Executive Committee-4:00pm
13th Board of Directors –9:00am
20th Tri-County Consortium- 2:00pm

May 2024

6th Industry Workforce Committee-9:00am
20th Career Center Committee-9:00am

June 2024

2nd Finance Committee-3:30pm
2nd Executive Committee-4:00pm
12th Board of Directors –9:00am
26th Tri-County Consortium- 2:00pm

CareerSource Brevard Flagler
Volusia
Board of Directors Meeting
July 18, 2024

MINUTES

Members in Attendance: Elizabeth Albert (virtually), Gregory Blose (virtually), Mary Jane Brecklin (virtually), Colleen Browne (virtually), Sarah Dougherty, Erica Flores, Lloyd Gregg (Chair), Savannah-Jane Griffin, John Guthrie, Corrine Heck (virtually), Art Hoelke (virtually), Renee Kirkland, Amy Locklear, Wayne Olson (virtually), Lou Paris, Amar Patel (virtually), Ken Phelps, Eva Rey, Cordell Rolle (virtually), Ian Shinnick, Tyler Sirois (virtually), John Wanamaker, and Lynda Weatherman (virtually).

Members Absent: Shawn Beal, Dr. Sandy Handfield, Nuno Mana, Mike Menyhart, Jason Parker,

Staff Present: Denise Biondi, Julie Berrio, John Bonsignore, Chakib Chehadi, Jessica Clements, Ahmanee Collins-Bandoo, Linda Hadley, Mandi Howell, Valerie Ignacio, Lynn Hudson, Melissa Janssen, Deserine McArthur, Caroline Joseph-Paul, Bob Knippel, Thomas LaFlore, Trish McGetrick, Marci Murphy, Holly Paschal, Sally Patterson, Donna Runge, Erma Shaver, Kory Sillerud, Marina Stone, Marc Thompson, Kimberly Weatherby, Jim Watson, Kristine Wolff, and Jeff Witt.

Guests: Kathleen Danclair (virtually), Maritza Peres (virtually), and Harry Richardson(virtually).

Call to Order: The CareerSource Brevard Flagler Volusia (CSBFV) Board Meeting was called to order at 8:32am by Marci Murphy.

Public Comment: There were no public comments.

Introductions: Marci Murphy informed the board members of the seat that each member holds as well as their term in office.

Elizabeth Albert holds a Union seat and term is 2 years.

Shawn Beal holds a Union seat and term is 2 years.

Gregory Blose holds a Business seat and term in one year.

Mary Jane Brecklin holds a Business seat and term is one year.

Colleen Browne holds a Private Education seat and term in one year.

Sarah Dougherty holds a Business seat and term in one year.

Erica Flores holds a Community-Based Organization seat and term is one year.

Lloyd Gregg holds a Business seat and term is one year.

Savannah-Jane Griffin holds a Community-Based Organization seat and term is one year.

John Guthrie holds a Business seat and term is two years.

Dr. Sandy Handfield holds a Community College seat and term is two years.

Corrine Heck holds a Business seat and term is one year.

Arthur Hoelke holds two seats, a Labor Union and Apprenticeship seat and term is two years.

Renee Kirkland holds an Adult Education seat and term is two years.

Amy Locklear holds a Community College seat and term is two years.

Nuno Mana holds a Business seat and term is one year.

Mike Menyhart holds a Business seat and term is one year.

Wayne Olson holds a Vocational Rehabilitation seat and term is one year.

Lou Paris holds an Economic Development Organization seat and term is two years.

Jason Parker holds a Business seat and term is one year.

Amar Patel holds a Community-Based Organization seat which serves people with disabilities and term is one year.

Ken Phelps holds a Business seat and term is one year.

Eva Rey holds a Business seat and term is one year.

Cordell Rolle holds a Business seat and term is one year.

Ian Shinnick holds a Business seat and term is one year.

Tyler Sirois holds a Private Education seat and term is two years.

John Wanamaker holds a Business seat and term is one year.

Lynda Weatherman holds an Economic Development Council seat and term is two years.

Presentations:

A. Board Member Orientation Training

Marci Murphy conducted annual board member orientation training on the following topics: THMP Board Member Orientation

Chapter 1: Introduction

- Welcome—your impact
 - Setting strategic direction
 - Advocate for business and job seekers
 - Solutions to meet local workforce needs
 - Transparency & Ethics
- Structure of Workforce Development System
 - Purpose of system/What it does
 - Regulatory Environment
 - Structure
 - CSF
 - Florida Commerce
 - Local Boards
 - Services to businesses & job seekers
- Board Members
 - How Selected
 - Roles & Responsibilities
 - Appoints President/CEO
 - Strategic Plan
 - Performance Oversight
 - Approves One-Stop Operator
 - Establishes By-laws
 - Fiscal Oversight
 - Transparency/Laws
 - Attending Meetings/Committees
 - Conflict-of-Interest

Chapter 2: Budget & Financial Responsibilities

- Federal/State funding
 - Process of pass-through
- Funding streams
 - WIOA, TANF, WP, SNAP
- Budget-to-actual oversight responsibilities
- Budget-to-actual format
 - Example budget/actual for Board members
 - Specific examples to focus on
 - Other measures
 - ITA expenditures
 - Admin costs

Chapter 3: Auditing & Monitoring

- Purpose/requirements
 - DEO fiscal and programmatic monitoring
 - Annual audit
 - Regional monitoring responsibilities
- Board oversight

Comment: Marci explained that CSB is monitored twice a year by an independent firm and once by Florida Commerce who does programmatic and financial monitoring. CSB is also audited annually with the results presented to the Board for approval.

Questions: None

Chapter 4: Performance Oversight

- State performance measures
 - WIOA common measures
- Expenditure metrics
 - ITA
 - Out-of-School Youth
 - Youth Work Experience
 - Admin
- Other local board measures
- REACH ACT

Chapter 5: Transparency & Ethics

- CSF Ethics & Transparency Policy
- Sunshine Law
 - Meetings
 - Discussions/Gatherings
 - Email, text, social media
 - Exemptions
 - Public comment
- Public Records Law
 - Rule of thumb
 - Examples
- Ethics
 - Conflict of interest
 - CSF policy
 - Exemptions
 - Gifts
 - Statement of Financial Interests

B. Statement of Financial Interests (Form 1)

Marci Murphy explained the Statement of Financial Interests (Form 1) requirements and informed the board of directors of their legal obligations to include the timeline to file and instructions on how to file. Holly Paschal informed the members of those who have already filed their Form 1 from a previous board and informed that they are not required to file another Form 1 or a Form 1F from the previous board they were on.

C. Florida's Government in the Sunshine Law

Marci Murphy explained the Sunshine Law to the Board of Directors.

Nominations/Voting for the Chair, Vice-Chair, and Treasurer

Marci Murphy read the requirements for Officer positions and each member who stated an interest in that position; Lloyd Gregg stated an interest for Board Chair, John Wanamaker stated an interest for Vice-Chair, and Colleen Browne stated an interest for Treasurer.

Marci Murphy asked for any additional nominations from the floor for the Board Chair, there were none. She called for a vote to nominate Lloyd Gregg as Chair for a one-year term. Motion to approve Lloyd Gregg as the Board Chair for a one-year term was made by John Wanamaker and seconded by Ken Phelps. Motion passed unanimously.

Yeas: 23

Nays: 0

Abstentions: 0

Marci Murphy asked for any additional nominations from the floor for the Board Vice-Chair, there were none. She called for a vote to nominate John Wanamaker as Vice-Chair for a one-year term. Motion to approve John Wanamaker as Vice-Chair for a one-year term was made by Ken Phelps and seconded by Greg Blöse. Motion passed unanimously.

Yeas: 23

Nays: 0

Abstentions: 0

Marci Murphy asked for any additional nominations from the floor for the Board Treasurer, there were none. She called for a vote to nominate Colleen Browne as Treasurer for a one-year term. Motion to approve Colleen Browne as Treasurer for a one-year term was made by and seconded by Sarah Dougherty and seconded by Eva Rey. Motion passed unanimously.

Yeas: 23
Nays: 0
Abstentions: 0

Marci Murphy informed the Board of Directors that the past Board Chair is Lloyd Gregg.

Action Items:

Approval of Board of Directors Meeting Minutes

Motion to approve the CSB Board of Directors Meeting minutes for June 13, 2024, made by Colleen Browne and seconded by Wayne Olson. Motion passed unanimously.

Related Party Contracts

Amar Patel indicated before the meeting that he had a conflict of interest and needed to abstain from discussion and voting. Staff presented a Related Party Contract with Brevard Achievement Center and CSBFV.

Mary Jane Brecklin indicated before the meeting that she had a conflict of interest and needed to abstain from discussion and voting. Staff presented a Related Party Contract with Health First and CSBFV.

Art Hoelke indicated before the meeting that he had a conflict of interest and needed to abstain from discussion and voting. Staff presented a Related Party Contract with Knight Enterprises Management and CSBFV.

Mike Menyhart indicated before the meeting that he had a conflict of interest and needed to abstain from discussion and voting. Staff presented a Related Party Contract with Migrandy Corporation and CSBFV.

Motion to approve Related Party Contract with Brevard Achievement Center and CSBFV, Health First and CSBFV, Knight Enterprise Management and CSBFV, and Migrandy Corporation and CSBFV in an amount not to exceed \$30,000 for each related party contract, made by Ken Phelps and seconded by Lou Paris. Motion passed unanimously with Amar Patel, Mary Jane Brecklin, and Art Hoelke abstaining. Mike Menyhart was not present at this meeting. The Related Party Contracts will be sent to Florida Commerce for approval.

Yeas: 19
Nays: 0
Abstentions: 4

Elizabeth Albert asked if this board is following the format of what is typically done when there is a conflict of interest with a board member. Marci Murphy replied “yes” and informed the board that we are following the requirements that have been in place for many years which have been established by Florida Commerce. She mentioned that as long as she has held this position, all related party contracts sent to Florida Commerce for approval have been approved.

Career Center Schedule of Operations

CSBFV’s agreement with Florida Commerce, requires CSBFV to annually adopt a schedule of operations for the upcoming state fiscal year. Schedule of Operations and Holiday Closings were presented. Motion to approve the Career Center Schedule of Operations was made by Renee Kirkland and seconded by Amy Locklear.

Executive Director’s Report

Marci Murphy informed the board that the interlocal agreement that was signed by Brevard, Volusia and Flagler counties, created a Tri-County Consortium made up of a commissioner from each of the counties. The first meeting of the Tri-County Consortium occurred on July 1, 2024. During the meeting, the Consortium selected by unanimous vote for each of you to sit on this board. The Consortium voted on the Budget for the current year and approved the Bylaws, both of which are in the agenda package. The next consortium meeting is scheduled for August 26th, after that meeting, the meetings will be scheduled on a quarterly basis on a date following our board meetings.

Ms. Murphy informed that future Board meetings will be held quarterly with the next one planned for November, and we will send you all “Save-the-dates” for each of the meetings for the coming year. Meetings usually last about an hour with one meeting per year scheduled as a “retreat”. This year, the retreat will be the November meeting to include a Strategic Planning Session for the Board.

Committees will start meeting the second quarter of the year, and they meet quarterly. As a board member, you will be assigned to a committee. Staff will take into consideration your interest expressed in your board member application. The committees will contain both board members and non-board members.

LMI Session

Ms. Murphy shared that in May, Florida’s Unemployment Rate was 3.3% with Brevard being at 3.0, Flagler 3.6 and Volusia 3.3. Florida was ranked #2 for job growth year over year for number of jobs gained, and 7th with the fastest growth rate year over year tied with Arizona and Texas at 2.3%.

She stated that most of her data comes from Lightcast which is a national leading Labor Market data analytics firm that CSBFV subscribes to. In June, at CSB’s last board meeting, Ms. Murphy talked about AI and the job market and mentioned that she would share the report with board members. She also shared information pertaining to the Cyber-Security industry which she pulled from Lightcast’s Cyber-Security Workforce Analysis & Strategy Report just completed for the Maryland/DC area.

Information Items:

Marci Murphy informed the board that the Bylaws of CSBFV are now complete and operational, and informed the Board that a copy was included in the agenda packet. She explained that the Bylaws were reviewed by several attorneys. She also informed the board that modifications can always be brought to the Tri-County Consortium for review and approval.

Yvonne Kobrin gave an overview of the PY24/25 budget. She informed that the budget is a 28% decrease from last years budget. Ms. Kobrin informed that in the last five years, WIOA, WP, and Welfare Transition Formula Funds has received an overall decrease of approximately 24%. Ms. Kobrin gave a breakdown of each funding stream. Lloyd Gregg stated that 9% is a good budgets percentage for administration/indirect costs. Marci Murphy explained that it is challenging to maintain this budget since inflation is steadily increasing, and at the same time, our funding is steadily decreasing.

Lou Paris made a comment that the implication of receiving more funding is not necessarily good, he referred to the economic state of being from 2008. Marci reiterated that the workforce system receives more funding if the economy is struggling.

Lloyd Gregg encouraged the board to remain positive. He continued to inform the Board of Directors that as board chair, he will ensure that CSBFV will remain at the highest level of ethical standards.

Other Business:

There being no further business, the meeting was adjourned at 11:00am.

Submitted by,

Reviewed by,

(Signature on file)
Holly Paschal, Secretary

07/24/2024
Date

(Signature on file)
Lloyd Gregg, Chair

07/24/2024
Date



November 12, 2024

Action Brief

On the Job Training (OJT), Incumbent Worker Training (IWT) Adult Work Experience (AWE), and other Contracts with Board Members

Background

Florida Statute 445.007 and CareerSource Florida (CSF) Policy concerning regional workforce board contracting states that any contract between a regional workforce board and a member of that board who may benefit financially or that has any relationship with the contracting vendor must be approved at Board level and reported to CSF, and if over \$10,000 must be approved by CSF prior to executing the contract.

Recommendation

Recognizing that the board convenes on a quarterly basis, and to be able to meet business needs in a timely and efficient manner, staff has worked closely with the employer(s) listed below to identify their currently known and subsequently anticipated OJT, IWT and AWE training needs. Where there certainly may be other opportunities presented at future board meetings, by approving this request today, CareerSource Brevard Flagler Volusia (CSBFV) will be able to assist these business customers.

Staff recommends Board approval of the following work-based training contracts:

Business Name:	Blue Water Dynamics, LLC dba Dougherty Manufacturing & Solace Boats
Board Member:	Sarah Dougherty
Total Not to Exceed:	\$30,000

The maximum amount of training hours (1040 hours per person) for approximately 6 people was used to determine the maximum available funding. All funding is dependent upon Board and CSF approval, along with availability of funds. Training is for the following types of positions with annual salaries ranging from \$31,200 to \$150,000

- Assembly - Technicians
- Assembly - Electrical
- Finisher/Advanced
- Infusion Technician
- Laminator/Advanced

- Maintenance Technician
- Welder
- CNC Operator
- Engineer Intern
- Gel Coater
- Mating Technician
- Painter
- Operations Manager
- R &D Technician
- Supervisor
- Trim and Grind
- Metal Shop
- Wiring Technician

Action

Approve contract recommendations for Blue Water Dynamics LLC dba Dougherty Manufacturing & Solace Boats for work-based training contracts.



November 12, 2024

Action Brief

On the Job Training (OJT), Incumbent Worker Training (IWT) Adult Work Experience (AWE), and other Contracts with Board Members

Background

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Recommendation

Recognizing that the board convenes on a quarterly basis, and to be able to meet business needs in a timely and efficient manner, staff has worked closely with the employer(s) listed below to identify their currently known and subsequently anticipated OJT, IWT and AWE training needs. Where there certainly may be other opportunities presented at future board meetings, by approving this request today, CareerSource Brevard Flagler Volusia (CSBFV) will be able to assist these business customers.

Staff recommends Board approval of the following work-based training contracts:

Business Name:	Halifax Hospital Medical Center
Board Member:	John Guthrie
Total Not to Exceed:	\$30,000

The maximum amount of training hours (1040 hours per person) for approximately 6 people was used to determine the maximum available funding. All funding is dependent upon Board and CSF approval, along with availability of funds. Training is for the following types of positions with hourly wages ranging from \$15/hr to \$29/hr.

- Pharmacy Tech
- Technical Support Analyst I
- Technical Support Analyst II
- Technical Support Analyst III

- Other positions as identified by Halifax Hospital Medical Center

Action

Approve contract recommendations for Halifax Hospital Medical Center for work-based training contracts.

Action Brief

Articles of Amendment to Articles of Incorporation

Background

With the consolidation occurring, consideration was given to take this opportunity to amend our Articles of Incorporation. Our articles were filed in 1990 with an amendment filed in 1995. Legal council helped draft the amendment to include the following:

New d/b/a of CareerSource Brevard Flagler Volusia

New Registered agent and main office location

Updated PURPOSE to include offering services to all three counties, the State of Florida and outside the State of Florida.

Article VII of the Articles of Incorporation state, “A majority of the Board of Directors shall constitute a quorum for the purposes of amending the Articles of Incorporation. If a quorum is present, the Articles of Incorporation may be amended by a two-thirds vote of the Board of Directors at any regular meeting or any special meeting called for that purpose.”

See Attachment A for the Amendment.

Actions

Approve the Articles of Amendment for Brevard Workforce Development Board, Inc. d/b/a CareerSource Brevard Flagler Volusia to be filed by the Florida Department of State.

ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
BREVARD WORKFORCE DEVELOPMENT BOARD, INC.

Pursuant to the provisions of section 607.1006, Florida Statutes, the undersigned Florida nonprofit corporation adopts the following Articles of Amendment to its Articles of Incorporation.

FIRST: The name of this Corporation is Brevard Workforce Development Board, Inc.

SECOND: The following amendments were adopted:

1) ARTICLE I NAME:

The D/B/A of this corporation is CareerSource Brevard Flagler Volusia (“CSBFV”).

2) ARTICLE II PURPOSE:

Said corporation is organized exclusively for charitable, religious, educational, training and scientific purposes, including for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, (or the corresponding provision of any future United States Internal Revenue Law). More particularly, the corporation is organized to:

(a) Provide policy guidance, coordinate efforts, and exercise oversight with respect to job training and employment programs and economic development in both the private and public sectors;

(b) To provide education and training, both in the State of Florida, and outside the State of Florida, to individuals, organizations and governments interested in job training;

(c) To administer job training and employment programs in Brevard County, Flagler County, and Volusia County; and

(d) For all other lawful purposes pursuant to Florida State laws and statutes, so long as said purposes are exclusively charitable, religious, educational and scientific.

3) ARTICLE X REGISTERED AGENT AND OFFICE:

The street address of the registered agent of the corporation is: 297 Barnes Blvd., Rockledge, FL 32955. The name of the registered agent is: Marci Murphy.

4) ARTICLE XII LOCATION:

The principal location of the corporation shall be located at 297 Barnes Blvd., Rockledge, FL, 32955.

5) ARTICLE XVI ACCEPTANCE BY REGISTERED AGENT:

Pursuant to these Articles of Amendment to these Articles of Incorporation for the above stated corporation, at the place designated in these Articles of Amendment, I hereby accept to act in this capacity and agree to comply with the provisions of the Florida Statutes relative to keeping open said office.

Marci Murphy
Registered Agent

THIRD: The date of adoption of the amendment was: _____

FOURTH: There are no members or members entitled to vote on the amendment. The amendment was adopted by the directors of the corporation in the manner prescribed by Florida law.


BREVARD WORKFORCE DEVELOPMENT FORCE, INC.,
d/b/a CAREERSOURCE BREVARD FLAGLER VOLUSIA

By: _____


Printed Name: _____

Title: _____

Date: _____



Regional Planning




1

Regional Planning Area

The REACH Act of 2021 approved by the CareerSource Florida Board of Directors and affirmed by Governor Ron DeSantis, contains a 3 Pillar transition plan. The first pillar was realignment and consolidation of several workforce regions that included CareerSource Brevard Flagler Volusia. The third pillar, Regional Planning Areas started last year and we were left out of the first round due to consolidation. However, we are required to start the process of official regional designation now. The first step requires two or more contiguous regions that share a single labor market and have common economic development areas to agree to be a Regional Planning Area. Based on the labor market, staff is suggesting to regionalize with CareerSource Central Florida. The CareerSource Central Florida Board of Directors has already voted their preference to regionalize with us.

Approve regionalization with CareerSource Central Florida	Letter of Intent signed by Board Chairs	Official Designation by Brevard, Flagler, Volusia Counties	Approval by CareerSource Florida BOD	Creation and submission of Regional Plan
Nov. 12	Nov 22	Third Quarter Jan-March 2025	4th Quarter Apr-June 2025	Jan 2025 – Sept 2025



2

Regional Planning Area

A Regional Planning Area (RPA) is made up of two or more local workforce development areas to improve workforce system alignment within larger economic development areas to support economic mobility, growth, and prosperity.

The goals of establishing Regional Planning Areas across neighboring local workforce development areas include but are not limited to:

- Aligning workforce strategies to address the needs of shared industry sectors, employers, and significant populations of job seekers
- Addressing common labor shortages and worker skills gaps with aligned service strategies
- Realizing system efficiencies through reducing resource costs (monetary, time or other)



3

Regional Strategic Plan

WIOA requires a broad strategic approach to planning focused on the overarching vision, goals, alignment and shared responsibilities within the designated region. RPAs are required to provide a regional plan that incorporates each of the following deliverables. Examples:

- Establishment of regional service strategies
- Development and implementation of sector strategies
- Collection and analysis of regional labor market data
- Coordination of administrative costs
- Coordination of transportation and other supportive services
- Coordination of services with economic development and providers



4

Establishment of Regional Service Strategies CFR 679.510 (a)(1)(ii)

The narrative response should identify new efficiencies and approaches that enhance customer outcomes, establish consistency, and leveraging of resources across local workforce area boundaries.

Some Examples:

What 2-5 things do we hope to achieve as a collective of local workforce development boards related to service delivery including ITAs, virtual learning, work-based learning opportunities, supportive services, job placement strategies, case management techniques, and otherwise?

How will these strategies serve our target industries and our jobseekers?

How will we measure progress?

Utilizing consistent eligibility standards or enrollment processes across our workforce development areas

Utilizing a common eligible training provider list

Coordinate supportive service offerings



5

Development and Implementation of Sector Strategies CFR 679.510 (a)(1)(iii)

The narrative response should capture any sector or industry initiatives, partnerships, next-generation sector partnerships and any other sector-based initiatives that support all or part of the region (including economic development partners)



6

Coordination of Administrative Costs CFR 679.510 (a)(1)(v)

The narrative must provide a description of the regional activities, how such activities were determined and what funds will be used to pay for those activities. The narrative must include the entity that will serve as the fiscal agent. Finally, the description must include how such regional cost arrangements will be handled for the region, including administrative costs, as appropriate.

Some Examples:

- Selection or procurement of shared tools
- Any shared staff positions
- Selection or procurement of shared technology systems
- Joint procurement of third-party vendors (grant writing support, auditors, planning consultants, labor market information providers)



7

Coordination of Transportation and other Supportive Services CFR 679.510 (a)(1)(vi)

The region should describe the role transportation plays in the relationship of the labor force and employment opportunities, display the commuting data such as inflow and outflow and other patterns, articulate available transportation modes strengths and weaknesses, and indicate how the region may help bridge the transportation gap between labor force and employment locations.

The region should describe any regional and inter-governmental agreements that allows the coordination of identified regionwide supportive services and resources in such a manner as to permit customers to participate.



8

**Coordination of Services with Economic Development and Providers
CFR 679.510 (a)(1)(vii)**


The region should describe any regional partnerships or initiatives that allow for enhanced service coordination and program design in alignment with regional economic development agencies and providers.




9

Action

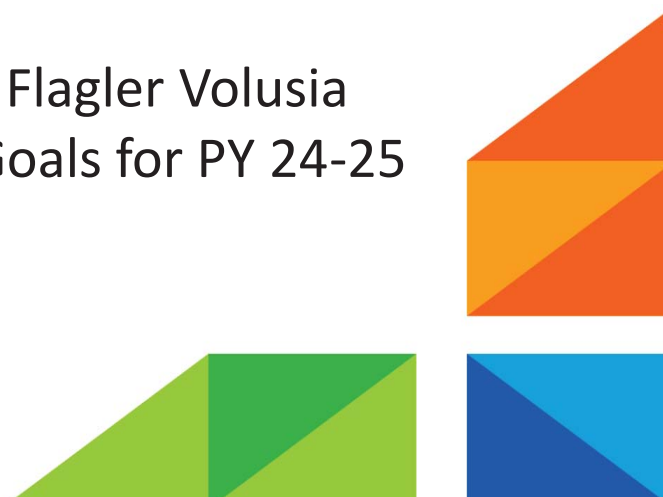
Approve the intent of CareerSource Brevard Flagler Volusia to regionalize with CareerSource Central Florida. Final designation will be implemented by Brevard, Flagler and Volusia counties with final approval by CareerSource Florida.



10




CareerSource Brevard Flagler Volusia Executive Director's Goals for PY 24-25



1

Proposed 24-25 Goals			
Goals	Threshold 75%	Target 100%	Superior 125%
10% Letter Grade Ensure CareerSource Brevard Flagler Volusia receives an "A" grade.	Letter grade data shows a B or B+ when 3 rd quarter data comes out.	Letter grade data shows an A- when 3 rd quarter data comes out.	Letter grade data shows an A or A+ when 3 rd quarter data comes out.
25% Increase customer traffic in the Volusia and Flagler county's three Career Centers combined.	Increase Center Traffic by 10%	Increase Center Traffic by 20%.	Increase Center traffic by 30%



2

Proposed 24-25 Goals			
Goals	Threshold 75%	Target 100%	Superior 125%
20% Partner with Dwyer Workforce to expand their CNA program to Volusia and Flagler Counties to augment the talent pipeline in the Healthcare industry while building business partnerships.	Graduate 50 participants in CNA	Graduate 50 participants ensuring 20 have been trained in the Volusia/Flagler area.	Graduate 55 participant ensuring 20 have been trained in the Volusia/Flagler area. Develop 3 new agreement partnerships with businesses in the Volusia/Flagler area to hire graduates.
20% Redesign the Sector Strategy business model to enhance the success of this strategy over three counties.	Design a new implementation plan for Sector Consortiums and Alliance 4 events.	Hold a re-designed Alliance 4 Event in the North end of the region.	Collect the data, prioritize issues to be resolved and hold a subcommittee meeting to start the resolution process. Implement one improvement.
Implement the designation of a Regional Planning Area	Board approval of regional area with letter of intent to CareerSource Florida in November 2024.	Tri-County Consortium designation of Regional Area by the end of the third quarter (March 2025).	Regional Plan draft outline completed by June 2025.



Committee Chair Reports

- Industry Workforce Committee – Mike Menyhart
- Career Center Committee – Savannah Griffin
- Finance Committee – Colleen Browne





August 27, 2024

Adrienne Johnston
President
CareerSource Florida
P.O. Box 13179
Tallahassee, FL 32317

Subject: Waiver Request to Modify Allocation Requirement for ITAs under Section 445.003(3)(a)1, Florida Statutes (F.S.)

Dear Ms. Johnston:

CareerSource Brevard Flagler Volusia (CSBFV) respectfully seeks approval to reduce the requirement stated in Section 445.003(3)(a)1 of the Florida Statutes (F.S.), which currently mandates that at least 50 percent of the Title I Workforce Innovation and Opportunity Act (WIOA) Adult and Dislocated Worker funds allocated to Local Workforce Development Boards (LWDBs) be directed to Individual Training Accounts (ITAs). We respectfully request a reduction of this requirement to 35 percent.

Please see the attached supporting documentation outlined in CareerSource Florida's Administrative Policy 074: Individual Training Account Expenditure Requirements and Waiver Request Process, detailed below.

If you have any questions, please contact James Watson, Chief Operating Officer at jameswatson@careersourcebfv.com or (321) 394-0511.

Sincerely,

Marci Murphy

Marci Murphy
Executive Director
CareerSource Brevard Flagler Volusia



Statutory and/or Regulatory Requirements to be Waived:

Section 445.003(3)(a)1, Florida Statutes (F.S.) mandates that at least 50 percent of the Title I Workforce Innovation and Opportunity Act (WIOA) Adult and Dislocated Worker funds passed through to Local Workforce Development Boards (LWDBs) be allocated to Individual Training Accounts (ITAs). CareerSource Brevard Flagler Volusia (CSBFV) is requesting a waiver to reduce this requirement to 35 percent.

1. LWDB 27 Local Budget for ITAs

Program Year 24/25 WIOA Adult/DW Training Budget: \$3,105,834	
Occupational Skills Training	\$661,459
Other WIOA Specified Training	\$95,819
Supportive Services	\$49,759
Other - Work Exp & Internships	\$180,005
Training Program Management	\$19,284
Training Case Management	\$100,000
Total	\$1,106,326

2. Local strategies and staff employed to increase access to training for customers and to enroll customers in training.

Increasing training opportunities: Through the consolidation of Regions 11 and 13, we can now offer our job seekers a wider range of local training opportunities across the three-county region, including state colleges, private education institutions, and area training providers. CSBFV will use this opportunity to connect and engage with both new and existing providers, so that we can understand the breadth of available training opportunities and identify potential new programs that can equip our labor force with the necessary skill sets. This consolidation will not only expand the number of training providers available to all three counties, but enable us to reach additional job seekers, particularly those facing barriers to completing training programs.

Increased support of Registered Apprenticeships and additional forms of work-based training: Investing in registered apprenticeship programs (RAPs) is a strategic move that will significantly enhance CSBFV's ability to meet training expenditure requirements. These programs provide a structured pathway for individuals to gain valuable on-the-job training while earning wages. In addition to RAPs, CSBFV will work to increase support for work-based training opportunities



such as the Florida FAME program, a two-year program that combines paid on-the-job training, with college coursework; allowing them to earn an associate's degree in engineering technology. CSBFV supports these training programs through ITAs, OJTs, and training related supportive services, to ensure the individual can successfully complete these programs. By expanding our support for these forms of work-based training, we not only create more opportunities for workforce entry but also ensure that a larger portion of our resources are allocated to training activities. This dual benefit helps us move closer to achieving the 50 percent training expenditure requirement, while simultaneously building a highly skilled workforce that meets the needs of our new workforce region.

3. Local strategies to limit the ongoing need for a waiver.

Reduction of labor costs: CSBFV is working to reduce labor costs and increase efficiencies, to limit the ongoing need for an ITA expenditure requirement waiver. As we consolidate, we are actively working to uncover redundancies and streamline our operations to make the best use of our existing staff. One of our key strategies is to cross-train our staff to cover multiple roles. This approach not only helps us manage staffing deficiencies during periods of turnover but also enhances our overall operational efficiency. By equipping our employees with diverse skill sets, we can ensure that essential functions are maintained without the need to hire additional personnel, thus reducing staff costs.

Reduction of infrastructure costs: With our recent consolidation, CSBFV now occupies a total of six one-stop career centers and two administrative offices throughout Brevard, Flagler, and Volusia counties. Of the 67 counties in Florida, Volusia is ranked #10 in land mass size and Brevard #15. Spanning over 120 driving miles from north to south and a combined land area of more than 2,602 square miles (U.S. Census Bureau, 2020), it is essential to maintain our six job centers to ensure uninterrupted service to our customers. Over the past 5 years our WIOA formula funds have decreased by 32%, and WTP funds have decreased by 20.8%, while infrastructure costs continue to rise. This results in substantial overhead costs, which significantly impacts the portion of our budget needed to maintain adequate career centers for such a vast geographical area. As CSBFV continues consolidating and forming new processes, we are working to streamline operations, lower facility costs as leases expire, and reduce duplicative administrative expenses. This includes reevaluating physical workspaces needed as staff increasingly performs job functions remotely, both in our administrative offices and throughout our job centers.



4. Lack of demand for each authorized training service.

Impact of Targeted Grants on Regional Training Demand: CSBFV has observed a decrease in demand for Adult and Dislocated Worker training due to funding from specialized grants such as the Florida Atlantic Workforce Alliance (FAWA), the Hurricane Ian National Dislocated Worker Grant (NDWG), the Opioid Recovery grant, and others. In addition to supporting specialized training initiatives, these grants have been crucial in preventing staff layoffs and downsizing, helping support our labor costs amidst significant reductions in our core funding sources. While these grants have enhanced our ability to offer specialized training, they have inadvertently made it more challenging to meet the 50 percent requirement, as these grants cover areas that would otherwise be supported by WIOA Adult and Dislocated Worker funds. This has resulted in a diversion of funding from traditional WIOA programs to grant funding. For example, over the past two program years, grant funding has accounted for 49% of Occupational Skills Trainings and Other WIOA Specified Trainings in program year 2023/2024, and 46% in program year 2022/2023 (Data derived from Power BI, 2024, CSBFV).

Immediate Employment Assistance: Not all job seekers require traditional training programs, many need immediate employment assistance and wraparound services rather than formal training programs. This is particularly important for our hardest-to-serve populations who might benefit more from comprehensive support services rather than training alone. The diversion of resources from other workforce programs to meet the 50 percent training mandate can limit our ability to allocate funds where they are most needed to support both immediate employment and long-term career development.

5. The financial impact on the provision of client services.

According to the U.S. Bureau of Labor Statistics (BLS June 2024), the number of long-term unemployed rose by 166,000 to 1.5 million in June, accounting for 22.2 percent of all unemployed people. Additionally, as we experience low unemployment rates, we continue to see more of the harder to serve job seeker population walking through our center doors. A 50 percent training requirement will significantly challenge our ability to effectively serve our long-term unemployed and harder-to-serve job seekers in the following ways:

Meeting Comprehensive Support Needs: Allocating 50 percent of our resources to training programs, while crucial for skill development, reduces funding for essential services like career counseling, personalized job search assistance, and wrap-



around services. These services are vital for overcoming prolonged unemployment, especially for job seekers facing barriers such as lack of recent work experience. Many of these individuals require supportive services like uniforms, transportation assistance, and childcare to support their employment rather than training. However, the emphasis on training can divert resources from addressing these comprehensive support needs, including intensive case management, which involves regular follow-ups and tailored job search assistance for the long-term unemployed.

Supporting the Growing Older Workforce Population: In program year 2023/2024, 54% of job seekers entering our career centers were 45 years of age or older, with 35% being 55 years of age or older. As the aging workforce grows, so does the need for more intensive support to help them navigate the job market. These individuals often face challenges, including age discrimination and the need to learn how to effectively use the latest job search platforms and technologies to remain competitive in the job market. Redirecting resources to meet training requirements limits our ability to provide the specialized assistance older job seekers need for successful reintegration into the workforce.

Rob Feltner

Lloyd Greg

Rob Feltner
Brevard County Commissioner/
County Consortium Chair/
Chief Elected Official

Lloyd Gregg
Board Chair
CareerSource Brevard Flagler Volusia

08 / 28 / 2024

08 / 28 / 2024

Date

Date

**MEMORANDUM OF UNDERSTANDING AND INFRASTRUCTURE FUNDING AGREEMENT
OF THE ONE-STOP DELIVERY SYSTEM
BY AND BETWEEN BREVARD WORKFORCE DEVELOPMENT BOARD, INC. d/b/a
CAREERSOURCE BREVARD FLAGLER VOLUSIA AND PARTNERS**

I. PARTIES

This Memorandum of Understanding (MOU) and Infrastructure Funding Agreement (IFA), hereinafter referred to as “Agreement”) is made pursuant to Rehabilitation Act of 1973, 29 U.S.C. §721(a)(11) and the Workforce Innovation and Opportunity Act of 2014 (“the Act”), and is executed between **Brevard Workforce Development Board, Inc. d/b/a CareerSource Brevard Flagler Volusia (CSBFV)**, the American Job Center network **Partners (Partners)** listed herein, and the **Chief Elected Official (CEO)**; collectively referred to as the “**Parties**” to this MOU.

II. PURPOSE

The Workforce Innovation and Opportunity Act of 2014 is an affirmation of the work that has been done in Florida to build the workforce development system. The cornerstone of the Act is its one-stop delivery system. The one-stop delivery system assures coordination between the activities authorized in and linked to the Act.

The purpose of this Agreement is to describe the cooperative workforce training, employment, and economic development efforts of CSBFV and its Partners, and the actions to be taken by each to assure the coordination of their efforts in accordance with state issued requirements to establish and maintain an effective and successful one-stop delivery system.

This Agreement is intended to coordinate resources, prevent duplication, ensure effective and efficient delivery of workforce services through the Local Workforce Development Board in Brevard, Flagler, and Volusia Counties (Region 27), and establish a financial plan, including terms and conditions, to fund the services and operating costs of the American Job Center (AJC) one-stop delivery system. The Parties to this Agreement agree that joint funding is a necessary foundation for an integrated service delivery system.

In addition, this Agreement will establish joint processes and procedures that will enable the Partner to integrate with the current one-stop delivery system resulting in a seamless and comprehensive array of education, human service, job training, and other workforce development services to persons with disabilities within Region 27.

The Parties to this document agree to coordinate and perform the activities and services described herein within the scope of legislative requirements governing the Parties' respective programs, services, and agencies.

The [Vision](#), [Mission](#), [System Structure](#), [Terms and Conditions](#), [One-Stop Operating Budget](#), and [Infrastructure Funding Agreement](#) outlined herein reflect the commitment of the Parties to their job seeker and business customers, as well as to the overall Region 27 community.

A. Vision

Empower Region 27 employers, individuals, and communities to prosper and grow the region's economy through a workforce development system that is inherently customer-centered, seamless, and effective.

B. Mission

To establish a workforce system that provides data-driven and employer-validated talent solutions

through the integration of education, workforce, and economic development resources across systems.

III. One-Stop Delivery System Structure

A. Career Centers

CareerSource Brevard Flagler Volusia, Region 27, has six American Job Centers, also known as career centers, that are designed to provide a full range of assistance to job seekers and businesses under one roof. Established under the Workforce Investment Act of 1998 and continued by the Workforce Innovation and Opportunity Act, the centers offer a comprehensive array of services designed to match talent with opportunities.

Brevard County		
Titusville Career Center (Comprehensive) 3880 S. Washington Ave., Ste. 214, Titusville 32780 Sally Patterson, Center Manager	Rockledge Career Center (Comprehensive) 295 Barnes Boulevard, Rockledge 32955 Julie Berrio, Center Supervisor	Palm Bay Career Center (Comprehensive) 5275 Babcock St., NE, Suite 8B, Palm Bay 32905 Linda Hadley, Center Manager
(321) 504-7600 Monday–Thursday 9:00 am–6:00 pm Friday 8:00 am–5:00 pm		
Flagler County		
Palm Coast Center 20 Airport Road, Suite E Palm Coast, FL 32164 Marc Thompson, Deputy Director, Workforce Operations & Partnership 386-586-5169 Monday-Friday 8am-12pm & 1pm-4pm		
Volusia County		
Daytona Beach Center (Comprehensive) 359 Bill France Blvd. Daytona Beach, FL 32114 Jamie Newcomb, Center Manager 386-323-7001 Monday-Friday 8am-4pm	Orange City Center (Comprehensive) 846 Saxon Blvd. Orange City, FL 32763 Maritza Perez, Center Manager 386-561-9550 Monday-Friday 8am-4pm	

B. Chief Elected Official

Brevard County Board of County Commissioners is designated as the Brevard County Chief Elected Official ("Brevard CEO"), the Flagler County Board of County Commissioners is designated as the Flagler County Chief Elected Official ("Flagler CEO") and the Volusia County Council is designated as the Volusia County Chief Elected Official ("Volusia CEO") (individually, each "chief elected official" a "CEO"); and pursuant to the WIOA and the Florida WIOA (collectively, "the Acts"), the Brevard CEO, Flagler CEO and Volusia CEO may execute an Agreement that specifies the respective roles of each CEO within the multi-jurisdictional region/Local Area and defines the scope of this relationship and respective roles and responsibilities, as provided in the Interlocal agreement found on the CareerSource Brevard Flagler Volusia Website (<https://careersourcebrevard.com/who-we-are/doing-business-with-us/current-contracts/#:~:text=Interlocal%20Agreement>).

C. Partners

Required Partners with Programs Available in Region 27

CareerSource Brevard Flagler Volusia

Performance Oversight / Technical Direction
 Caroline Joseph-Paul, Sr. Managing Director
 295 Barnes Blvd., Rockledge, FL 32955
 321-394-0650
 cpaul@careersourcebfv.com

Notices and Contract Assistance
 Amberstar Bush, Operations Manger
 297 Barnes Blvd., Rockledge, FL 32955
 321-394-0535
 abush@careersourcebfv.com

Mode of Delivery

On-Site: Palm Coast, Daytona Beach, Orange City, Titusville, Palm Bay, Rockledge

Programs offered include:

1. WIOA Adult, Dislocated Worker, and Youth
2. Temporary Assistance for Needy Families (TANF)
3. Supplemental Nutrition Assistance Program (SNAP)
4. Trade Adjustment Assistance (TAA) Program
5. Employment services authorized under the Wagner-Peyser Act
6. Jobs for Veterans State Grants (JVSG) - LVER & DVOP
7. Ticket to Work

Career Services offered include:

1. Occupational Skills Training
2. Individual Training Accounts
3. On-The-Job Training
4. Customized Training
5. Employed Worker Training
6. Supportive Services
7. Career Planning and Counseling
8. Follow-up Services

Employer Services offered include:

1. Business Services
2. Recruitment assistance for employers
3. Scheduling, screening, and testing for employers

Program Authority

WIOA Title I – Adult, Dislocated Worker, and Youth Programs; Wagner-Peyser Act (29 U.S.C. 49 et seq.) as amended by WIOA title III; Chapter 2 of title II of the Trade Act of 1974 (19 U.S.C. 2271 et seq.); Part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.), under 20 CFR 678.405(b); Chapter 41 of title 38, U.S.C. / WIOA 121(b)(1)(B)(viii); State unemployment compensation laws (in accordance with applicable Federal law); Indian and Native American Programs (INA), WIOA sec. 166, 29 USC 3221.

Florida Department of Education, Division of Vocational Rehabilitation

Brevard County:

Wayne Olson; Area Director
 Wayne.Olson@vr.fldoe.org
 407-893-5657

Flagler & Volusia Counties:

Nakiesha Thompson; Area Supervisor
 Nakiesha.thompson@vr.fldoe.org
 904-365-2674

Mode of Delivery

On-Site: Rockledge, Palm Bay, Titusville

CAREER CENTER	SELECT TO REQUEST EXCLUSIVE SPACE	NUMBER OF STAFF IN CENTER	TOTAL HOURS PER WEEK IN CENTER	TOTAL FTE
Rockledge CC	<input type="checkbox"/>	1	1	0.025
Titusville CC	<input type="checkbox"/>	1	1	0.025
Palm Bay CC	<input type="checkbox"/>	1	1	0.025

Mode of Delivery

On-Site: Daytona Beach, Orange City

CAREER CENTER	SELECT TO REQUEST EXCLUSIVE SPACE	NUMBER OF STAFF IN CENTER	TOTAL HOURS PER WEEK IN CENTER	TOTAL FTE
Daytona Beach CC	<input type="checkbox"/>	1	4	0.1
Orange City CC	<input type="checkbox"/>	1	4	0.1

Programs & Services Offered:

1. Disability assessment
2. Job training
3. College and vocational school
4. Medical assistance
5. Vocational evaluation
6. Supported employment and job coaching
7. Vocational Counseling

Programs & Services Offered:

1. Pre-Employment Transition Services
2. General and Supported Employment Services
3. Self-Employment and Supported Self-Employment
4. Ticket to Work (SSA)
5. Deaf, Hard of Hearing and Deaf Blind Services
6. Independent Living Program
7. Business Relations Services

Program Authority

Title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.) as amended by WIOA title IV, (other than section 112 or part C of title I of such Act (29 U.S.C. 732, 741))

Florida Department of Education; Division of Blind Services

Audrey Turner
 Audrey.turner@dbs.fldoe.org
 321-634-3680

Mode of Delivery

On-Site: Rockledge, Daytona Beach, Palm Coast

CAREER CENTER	SELECT TO REQUEST EXCLUSIVE SPACE	NUMBER OF STAFF IN CENTER	TOTAL HOURS PER WEEK IN CENTER	TOTAL FTE
Daytona Beach CC	<input type="checkbox"/>	1	8	0.2
Palm Coast CC	<input type="checkbox"/>	1	4	0.1
Rockledge CC	<input type="checkbox"/>	1	4	0.1

Services included:

1. Vocational Training
2. Job Placement
3. On-The Job Training Orientation and Mobility Training
4. Independent Living Skills Training
5. Career Counseling and Guidance
6. Low Vision Aids and Appliances

Programs Include:

1. Blind Babies
2. Older Blind
3. Vocational Rehabilitation
4. Children
5. Pre-Employment Transition
6. Independent Living

Program Authority

Title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.) as amended by WIOA title IV, (other than section 112 or part C of title I of such Act (29 U.S.C. 732, 741))

Adult Education and Family Literacy Act (AEFLA) programs

Brevard Adult Community Education

Lorri Benjamin, Director
 1225 Clearlake Rd.
 Cocoa, FL 32922
 321-633-3660
 Benjamin.lorri@brevardschools.org

Daytona State College

Dr. Amy Locklear; Executive Vice President
 1200 W. International Speedway Blvd.
 Daytona Beach, FL 32114
 (386) 506-3079
 Amy.Locklear@DaytonaState.edu

Mode of Delivery: Brevard

On-Site: Titusville

CAREER CENTER	SELECT TO REQUEST EXCLUSIVE SPACE	NUMBER OF STAFF IN CENTER	TOTAL HOURS PER WEEK IN CENTER	TOTAL FTE
Titusville CC	<input type="checkbox"/>	2	30	0.75

Programs offered include:

1. English for Speakers of Other Languages (ESOL)
2. General Education Degree (GED)

Mode of Delivery: Volusia

On-Site: Orange City

CAREER CENTER	SELECT TO REQUEST EXCLUSIVE SPACE	NUMBER OF STAFF IN CENTER	TOTAL HOURS PER WEEK IN CENTER	TOTAL FTE
Orange City CC	<input type="checkbox"/>	1	1	0.025

Programs offered include:

1. GED Prep Program
2. GED Prep Program for Underage Students
3. English for Speakers of Other Languages (ESOL)

Flagler Technical College

Renee Kirkland, Director

5400 E State Rte 100, Palm Coast, FL 32164

(386) 447-4345

kirklandr@flaglerschools.com

Mode of Delivery: Flagler

Direct Link: Crosswalk Referral, Direct Line, Web-based Communication

Programs offered:

1. GED Preparation
2. Adult Basic Education (ABE)
3. English for Speakers of Other Languages (ESOL)
4. Applied Academics for Adult Education

Program Authority

Adult Education and Literacy (WIOA 121(b)(1)(B)(iii)) Title II

Career and Technical Education Programs

Eastern Florida State College

Frank Margiotta, Dean, CTE

3865 N. Wickham Road,

Melbourne, FL 32935

(321) 433-7380

margiottaf@easternflorida.edu

Mode of Delivery:

Direct Link: Crosswalk Referral, Direct Line, Web-based Communication

Programs Offered:

1. Aviation
2. Aerospace
3. Business
4. Chemical Technology
5. Computer Drafting & Technology
6. Cyber Security
7. Engineering Technology
8. Education and Training

Daytona State College

Dr. Amy Locklear; Executive Vice President

1200 W. International Speedway Blvd.

Daytona Beach, FL 32114

(386) 506-3079

Amy.Locklear@DaytonaState.edu

Mode of Delivery:

Direct Link: Crosswalk Referral, Direct Line, Web-based Communication

Programs Offered:

1. Automotive Collision Repair & Refinishing
2. Automotive Service Technology
3. Building Trades & Construction Design Technology
4. CNC Machining
5. HVAC
6. Welding Technology

- 9. Health Science & Human Services
- 10. HVAC
- 11. Welding Technology

Flagler Technical College

Renee Kirkland, Director
 5400 E State Rte 100,
 Palm Coast, FL 32164
 (386) 447-4345
 kirklandr@flaglerschools.com

Mode of Delivery:

Direct Link: Crosswalk Referral, Direct Line, Web-based Communication

Programs offered include:

1. Architecture And Construction
2. Education and Training
3. Health Science
4. Human Services
5. Transportation, Distribution, And Logistics

Program Authority

Carl D. Perkins Career and Technical Education Act of 2006 (Perkins IV), (20 U.S.C. 2301 et seq.)

Senior Community Service Employment Program (SCSEP)

AARP Foundation

Stacy Benezra
 17 East Hibiscus Blvd.,
 Melbourne, FL 32901
 321.956.1444
 sbenezra@aarp.org

Mode of Delivery: Brevard & Volusia

Direct Link: Crosswalk Referral, Direct Line, Web-based Communication
 On-Site: Rockledge

CAREER CENTER	SELECT TO REQUEST EXCLUSIVE SPACE	NUMBER OF STAFF IN CENTER	TOTAL HOURS PER WEEK IN CENTER	TOTAL FTE
Rockledge CC	<input type="checkbox"/>	1	25	0.625

Programs & Services Offered:

1. Individual Employment Plan (IEP) development
2. Specialized Training
3. Supportive Services

Program Authority

Title V of the Older Americans Act of 1965 (42 U.S.C. 3056 et seq.)

Job Corps

Adams & Associates, Inc.

Sophia McCall
 3050 NW 183rd Street
 Miami Gardens, FL 33056
 (305) 626-7800

The National Caucus and Center on Black Aging, Inc (NCBA)

Linda Fegins, Program Manager
 101 Century 21 Drive Suite 105 A
 Jacksonville, FL 32216
 (904) 900-5011
 lfegins@myncba.com

Mode of Delivery: Flagler & Volusia

Direct Link: Crosswalk Referral, Direct Line, Web-based Communication

Programs & Services Offered:

1. Individual Employment Plan (IEP) development
2. Specialized Training
3. Job Skills Training
4. First Aid and Safety Training
5. Job Seeking Skills
6. Consumer Information

Mccall.sophia@jobcorps.org

Mode of Delivery

Direct Link: Crosswalk Referral, Direct Line, Web-based Communication

Programs & Services Offered:

- | | |
|---|--|
| <ol style="list-style-type: none"> 1. Career Training 2. Academic Training 3. Tuition-Free Housing | <ol style="list-style-type: none"> 4. Meals 5. Basic Health Care 6. A Living Allowance 7. Career Transition Assistance |
|---|--|

Program Authority

WIOA Title I – Job Corps (29 USC 2881-2900, 29 USC 2901)

Community Services Block Grant (CSBG) programs

Bevard County Housing & Human

Services

Ian Golden, Director
2725 Judge Fran Jamieson Way,
Viera, FL 32940
(321) 633-2007
ian.Golden@brevardfl.gov

Volusia County Community Assistance

Carmen Hall, Director
110 W Rich Ave,
DeLand, FL 32720
(386) 736-5955
chall@volusia.org

Mode of Delivery

Direct Link: Crosswalk Referral, Direct Line,
Web-based Communication

Mode of Delivery

Direct Link: Crosswalk Referral, Direct Line,
Web-based Communication

Programs & Services Include:

1. Rent/Mortgage Assistance
2. Electric Assistance
3. Water Bill Assistance
4. Tuition Assistance
5. Childcare Assistance

Programs & Services Include:

1. Family Self-Sufficiency Program
2. Rent/Mortgage Assistance
3. Electric Assistance
4. Water Bill Assistance
5. Dental Assistance
6. Indigent Cremations
7. Social Worker in the Library

Program Authority

Community Services Block Grant (CSBG) (42 USC 9901 et seq.)

VII. Terms and Conditions

A. Term

This MOU shall commence on **July 1, 2024**, regardless of the date of signature, and remain in effect through **June 30, 2027**. The Parties agree to review annually the infrastructure costs and partnership services for accuracy. A Party wishing to withdraw from this MOU may do so at any time by providing a 30-day written notice of termination to the other Parties. Notwithstanding the above, this MOU may be modified at any time by mutual written consent of all Parties.

B. PROVISION OF SERVICES

Brevard Workforce Development Board, Inc. is designated as the administrative entity by the Brevard County Board of County Commissioners, Flagler County Board of County Commissioners, and the Volusia County Council (collectively the Chief Elected Official) as the grant recipient, administrative entity, and fiscal agent for Region 27.

1. CareerSource Brevard Flagler Volusia’s Commitment:

- a. Review this Agreement annually and solicit feedback from the Partner regarding improvements, changes and/or additions.
- b. Coordinate with Partners to provide access to workforce services and programs through the one-stop delivery system in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the one-stop delivery system.
- c. Maintain and operate at least one comprehensive career center within the local workforce development area that must be open to the general public for walk-in service a minimum of eight hours per day during regular business days, Monday through Friday (excluding recognized holidays and emergencies).
- d. Coordinate with Partners to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the one-stop delivery system.
- e. Provide screening, testing and employment assistance as appropriate.
 1. All applicable screening and test results will be jointly shared between Partners and CSBFV.
 2. All adult participants, or duly authorized guardians, will sign joint release of information consent forms for duly enrolled in programs where funding is provided.
 3. All youth participants under 18 years of age will have a duly authorized parent or guardian sign joint release of information consent forms for duly enrolled in programs where funding is provided.
- f. Coordinate with the Partner for the funding of the infrastructure costs of the one-stop delivery system career centers and the funding of shared services and operating costs in accordance with 29 U.S.C. § 3151 and any infrastructure funding mechanism requirements issued by the State of Florida. Funding will occur at the state level through the Florida Department of Commerce (FDC) for disbursement to the local area workforce boards.
- g. Provide an area for Partners' meetings and/or co-location as space permits.
- h. Model CareerSource Brevard Flagler Volusia core values and maintain a professional working environment.
- i. Abide by all its policies, rules, and procedures and applicable Florida statutes and rules.
- j. Lead Partner meetings in strategic planning for career center activities and staff team meetings.
- k. Plan and conduct facility safety drills for fire, tornado, hurricane evacuation situations, etc. to include the provision to all occupants with information about facility safety issues.
- l. Enforce dress standards through the career center Partner management team.

- m. As the duly authorized agent, CSBFV agrees to satisfy the requirements of 34 CFR 361.505 and 34 CFR 361.720.
- n. Facilitate and maintain collaboration, cooperation, and ongoing communication with CSBFV and Partners. The Career Centers' (CSCC) Managing Director, and Center Managers, Site Managers, or designee, shall serve as the primary points of contact and have responsibility for oversight of the conduct of all center occupants and their operations.

2. Partners' Commitment:

Each Partner commits to cross-training of staff, as appropriate, and to providing other professional learning opportunities that promote continuous quality improvement.

- a. Joint planning, policy development, and system design processes. Partner will coordinate with CSBFV to provide access to its workforce services and programs through the one-stop delivery system in accordance with published policies and procedures which include the manner in which the services will be coordinated and delivered through the one-stop delivery system.
- b. Effective communication, information sharing, and collaboration with the one-stop operator. Partner will coordinate with CSBFV to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the one-stop delivery system.
- c. Leveraging of resources including other public agency and non-profit organization services. Coordinate with CSBFV for the funding of the infrastructure costs of the one-stop delivery system career centers and the funding of shared services and operating costs in accordance with 29 U.S.C. § 3151 and any infrastructure funding mechanism requirements issued by the State of Florida. Funding will occur at the state level through the Florida Department of Commerce (FDC) for disbursement to the local area workforce boards.
- d. Provide all logistical support necessary for its staff located within the local area to be fully integrated within the one-stop delivery system.
- e. The use of common and/or linked data management systems and data sharing methods, as appropriate. Provide CSBFV with monthly outcome numbers for performance data tracking.
- f. Commitment to the joint goals, strategies and performance measures. Participation in a continuous improvement process designed to boost outcomes and increase customer satisfaction. Provide feedback to CSBFV management regarding the performance of the partnership, including its effectiveness and success.
- g. Participation in scheduled Partners' meetings to exchange information in support of the above and encourage program and staff integration. Participate in career center periodic meetings to provide updates on the Partners' programs and procedures to CSBFV staff.
- h. Inform CSBFV career center Manager/Supervisor of any conflicts and/or grievances, who shall consult with the CSBFV management and appropriate supervisors in the resolution

of such conflicts and grievances as needed. If not resolved at the local level, formal grievances may be filed using the CSBFV grievance policy found at www.careersourcebfv.com.

- i. Adhere to policies of non-discrimination and accessibility for people with disabilities.
- j. Partners have ultimate responsibility to ensure its employees conduct themselves in a professional and business-like manner while working within the career centers.
 - 1. Partners' staff shall adhere to the career centers' dress code.
 - 2. Partners' staff shall communicate any changes to their regular work schedule with the career center's Center Manager, or designee, in a timely manner, so as to allow for adequate time to plan alternative customer scheduling.
 - 3. Partners are responsible for notifying scheduled customers of the changes.

VIII. METHODS OF INTERNAL REFERRAL

Internal cross-referral procedures will be developed and/or reassessed based upon availability of funding, services, and program need, to ensure that high quality and convenient services are available to potentially eligible customers of the one-stop delivery system.

The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, job seekers, and employers. To facilitate such a system, Partner agrees to:

1. Establish and maintain a profile in the Crosswalk Agency referral portal, found at www.crosswalkrs.com to allow Partners' team members from any location to refer jobseekers in need of employment and training services. CSBFV staff will utilize this portal to refer universal customers for assistance.
2. Familiarize themselves with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the Partners' programs represented in the local American Job Center network;
3. Develop materials summarizing their program requirements and making them available for Partners and customers;
4. Provide a paragraph regarding the description of Partners' programs and services with website link to organization/entity to be placed on CSBFV website;
5. Develop and utilize common intake, eligibility determination, assessment, and registration forms;
6. Provide substantive referrals to customers who are eligible for supplemental and complementary services and benefits under partner programs;
7. Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys,
8. Commit to robust and ongoing communication required for an effective referral process, and
9. Commit to actively follow up on the results of referrals and assuring that Partner resources are being leveraged at an optimal level.

IX. CONFIDENTIALITY OF RECORDS

In the event that a Party to this Agreement obtains access to any records, files, or other information in connection with, or during the performance of this Agreement, then that party shall keep all such records, files or other information confidential, and shall comply with all laws and regulations concerning the confidentiality of such records, files or other information to the same extent as such laws and regulations apply to the other Party.

X. DATA SHARING

CSBFV may provide employment services to individuals participating in a Partner's programs and aggregated information to assist the Partner in its evaluation of the effectiveness of programs as it relates to the employment of individuals who have participated in the Partner's programs. The Partner will utilize this information for tracking Return on Investment (ROI). All data received will remain confidential and CSBFV will only allow those employees who have a legitimate need to access the information with access to the personally identifiable information provided by the Partner.

The Parties agree that the use of high-quality, integrated data is essential to inform decisions made by policymakers, employers, and job seekers. Additionally, it is vital to develop and maintain an integrated case management system, as appropriate, that informs customer service throughout customer's interaction with the integrated system and allows information collected from customers at intake to be captured once.

The Partners further agrees that the collection, use, and disclosure of customers' personally identifiable information (PII) is subject to various requirements set forth in Federal and State privacy laws. Partners acknowledges that the execution of this Agreement, by itself, does not function to satisfy all requirements.

All data, including customer PII, collected, used, and disclosed by the Partner will be subject to the following:

1. Customer PII will be properly secured in accordance with CSBFV's policies and procedures regarding the safeguarding of PII.
2. The collection, use, and disclosure of customer education records, and the PII contained therein, as defined under FERPA, shall comply with FERPA and applicable State privacy laws.
3. All confidential data contained in the UI wage records must be protected in accordance with the requirements set forth in 20 CFR Part 603.
4. All personal information contained in VR records must be protected in accordance with the requirements set forth 34 CFR 361.38.
5. Customer data may be shared with other programs, for those program's purposes, within the American Job Center network only after the informed written consent of the individual has been obtained, where required.
6. Customer data will be kept confidential, consistent with Federal and State privacy laws and regulations.
7. All data exchange activity will be conducted in machine readable format, such as HTML or PDF, for example, and in compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794(d)).

All career center staff and Partner staff will be trained in the protection, use, and disclosure requirements governing PII and any other confidential data for all applicable programs, including FERPA-protected education records, confidential information in UI records, and personal information in VR records.

XI. INFRASTRUCTURE COSTS

Costs of the infrastructure of the one-stop delivery system career centers will be funded in accordance with the requirements of the Workforce Innovation and Opportunity Act; federal cost principles; and all other applicable legal requirements.

The goal of the operating budget is to develop a funding mechanism that:

1. Establishes and maintains the local workforce delivery system at a level that meets the needs of the job seekers and businesses in the Local area,

2. Reduces the duplication and maximizes program impact through the sharing of services, resources, and technologies among Partners (thereby improving each program's effectiveness),
3. Reduces duplication by establishing data sharing as it relates to participant records for outcome information,
4. Reduces overhead costs for any one Partner by streamlining and sharing financial, procurement, and facility costs, and
5. Ensures costs are appropriately shared by determining contributions based on the proportionate use of the one-stop delivery system career centers and relative benefits received and requiring all funds are spent solely for allowable purposes in a manner consistent with the applicable authorizing statutes and all other applicable legal requirements, including the Uniform Guidance.

The Partners consider the one-stop operating budget the master budget necessary to maintain the high standard One-Stop delivery system. The master budget includes infrastructure costs, additional services, and shared services as required by WIOA and its implementing regulations.

All costs included are allocated to each Partner's proportionate use and relative benefits received and will be reconciled on an annual basis. Costs are transparent and negotiated among all Partners on an equitable basis to ensure costs are shared appropriately. All Partners negotiate in good faith and seek to establish outcomes that are reasonable and fair.

XII. THE ONE-STOP OPERATING BUDGET AND COST ALLOCATION METHODOLOGY

The purpose of this section is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the one-stop delivery system career centers. This plan identifies all costs associated with operating the local AJC one-stop system, as outlined in **Attachment A – One-Stop Operating Budget**.

All required Partners agree to provide access to their programs in the comprehensive career centers and contribute to the infrastructure costs. Partners will have staff co-located in the center (on a full or part-time basis) or will provide access via direct linkage as outlined in **Attachment B – Partners On-Site Representation Schedule** and will fund the infrastructure costs based on a percentage of the Partner's annual full-time equivalency (FTE). Costs included are allocated according to Partner's proportionate use and relative benefits received and will be reconciled on an annual basis.

Required Partners who have not elected to have staff co-located in the AJC will utilize a "direct linkage" that will allow customers to connect with Partner's program staff to access services. Cross-trained Career Center staff and other physically co-located partner staff can assist in providing information and referrals to direct-linkage Partners. Partners utilizing direct linkage must contribute to the infrastructure cost equivalent to a minimum of 0.1 FTE or 4 hours per week (1 FTE is equivalent to 40 hours/week).

CareerSource Brevard Flagler Volusia selected the FTE cost allocation base to determine overall Partner contributions. This was done in an effort:

1. To remedy the imbalance on non-physically represented Partners, and
2. To comply with the requirement of Partners' contributions having to be in proportion to the Partners' use of the Career Center and relative benefit received.

A. PARTNERS' CONTRIBUTION

The Partners' contribution cost determination is based on all costs associated with the operation

of the AJC as described above in **Attachment B – Partners On-Site Representation Schedule**. These amounts vary based on each Partner’s election to have their representatives in the career center(s) on a full or part-time basis, or not have their representatives in the career center(s) but offer a technology option to serve customers.

B. FUNDING TYPES AND SOURCES

The permissible types of funds used for infrastructure costs and additional cost of operating a local one-stop delivery system (i.e. Partner’s program or administrative funds) may differ depending upon the Partner’s programs authorizing law and implementing regulations. The funds that may be used also differ based on whether the amount that must be contributed by a Partner for infrastructure costs is determined under the Local Funding Model or the State Funding Model. For more information, a copy of the TEGL 17-16: Infrastructure Funding of the one-stop delivery system can be found at: https://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=4968.

1. Types

Funding for infrastructure costs and additional costs may be in the form of:

- a) Cash, Non-Cash, or Third-Party In-Kind Contributions;
 - 1) Cash – Funds provided to CSBFV or its designee by the Partners, either directly by interagency transfer, or by third party.
 - 2) Non-Cash - Expenditures incurred by one-stop Partners on behalf of the one-stop, or Non-Cash contributions, goods or services contributed by the Partner and used by the one-stop.
 - 3) Third-Party In-Kind - Contributions of space, equipment, technology, non-personnel services, or other items to support infrastructure costs associated with one-stop operations, by a non-one-stop partner that supports the one-stop in general or the proportionate share of the one-stop infrastructure costs of a specific partner according to [20 CFR 678.720; 20 CFR 678.760, 34 CFR 361.720; 34 CFR 361.760; 34 CFR 463.720; and 34 CFR463.760.]
 - 4) Funding from philanthropic organizations or other private entities; or
 - 5) Other alternative financing options as described in WIOA sec. 121(c)(2)(A)(ii) and 20 CFR 678.715, 34 CFR 361.715, and 34 CFR 463.715.

Some Partners’ programs may have statutory or regulatory prohibitions against using certain types of these contribution or on how the program may treat these contributions for fiscal accountability purposes under the respective program’s requirements. The value of non-cash and third-party in-kind contributions must be fairly evaluated in accordance with the Uniform Guidance at 2 CFR 200.306.

2. Sources

The source of funds that may be used to pay for infrastructure costs depends on the requirements regarding use of funds under the law authorizing the Partner’s program that is contributing the funding. The infrastructure funding may be from funds classified as administrative, program, or both, depending on the partner program’s requirements.

C. COST RECONCILIATION

All Parties agree that an annual reconciliation of budgeted and actual costs and update of the allocation bases will be provided for review. CSBFV will submit invoices to the Partners annually and will send a copy of the updated budget to all Parties. Partners will communicate any disputes with costs in the invoice or the budget in writing. CSBFV will review disputed cost items, and when necessary, revise the invoice and the adjusted budget upon resolution of the dispute.

One-stop delivery system infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the career center, including, but not limited to: rental of the facilities; utilities and maintenance; equipment, including assessment-related products and assistive technology for individuals with disabilities; and, technology to facilitate access to the one-stop delivery system, including technology used for the center's planning and outreach activities. This may also include the costs associated with the development and use of the common identifier (i.e., American Job Center signage) and supplies, as defined in Uniform Guidance at 2 CFR 200.94, to support the general operation of the career center (WIOA sec. 121 (h)(4) and 20 CFR 678.700(a), and 34 CFR 446.700(a)).

Non-personnel costs are costs that are not compensation for personnel costs. For example, technology-related services performed by vendors or contractors are non-personnel costs and may be identified as infrastructure costs if they are necessary for the general operation of the career center. Such costs would include service contracts with vendors or contractors, equipment, and supplies.

Personnel services include salaries, wages, and fringe benefits of the employees of Partners programs or their sub-recipients, as described in 2 CFR 200.430 & 200.431 of the Uniform Guidance. For example, allocable salary and fringe costs of partner program staff who work on information technology systems (e.g., common performance and reporting outcomes) for use by the career center as a whole would be personnel costs. The costs of a shared welcome desk or greeter directing employers and customers to the services or staff that are available in that career center is a personnel expense. These costs, therefore, could not be included in infrastructure costs but are included in "additional costs."

All Parties to this Agreement recognize that infrastructure costs are applicable to all required Partners, whether they are physically located in the career center or not. Each Partners' contributions to these costs, however, may vary, as these contributions are based on the proportionate use and relative benefit received; consistent with the Partner programs authorizing laws and regulations and the Uniform Guidance. A partner planning form for all anticipated contributions is outlined on each Partner's **Attachment C – Partner Reconciliation Planning Form AND Signature Page**.

XIII. STEPS UTILIZED TO REACH CONSENSUS

The agreement process among CareerSource Brevard Flagler Volusia and its Partners was a collaborative effort, ensuring that all parties were in consensus with the terms set forth in this Agreement. The allocation bases, as part of the Infrastructure Funding Agreement (IFA), were carefully selected to reflect the most suitable approach for all involved. By gathering data on anticipated usage, CSBFV was able to propose initial contribution amounts that were acceptable to the Partners. Furthermore, the establishment of mechanisms for future expense review and reconciliation was agreed upon as defined herein.

XIV. AMENDMENTS, MODIFICATIONS, AND TERMINATION

Neither this Agreement nor any provision hereof may be changed, waived, discharged, or terminated orally, but only by an instrument in writing signed by each of the parties to this Agreement sent via certified U. S. Mail. This Agreement may be terminated for convenience at any time by any Party upon thirty (30) days written notice.

XV. MERGER

This Agreement constitutes and expresses the entire and integrated understanding and

agreement between the Parties hereto, superseding, incorporating and merging all prior understandings, agreements, and discussions relating to the transactions contemplated hereby, and no agreements, understandings, prior negotiations, prior discussions, warranties, representations or covenants not herein expressed shall be binding upon the Parties.

XVI. THIRD PARTY BENEFICIARY

The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the Parties intend to directly or substantially benefit a third party by this Agreement. The Parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the Parties based upon this Agreement.

XVII. GOVERNANCE AND DISPUTE RESOLUTION

The accountability and responsibility for the one-stop delivery system's organizational activity and accomplishments will rest with CSBFV, its Board of Directors, and the Chief Elected Official. Pursuant to the Act, CSBFV shall conduct oversight with respect to the one-stop delivery system. Any dispute concerning this Agreement will be resolved in accordance with CSBFV's Grievance/Complaint and Hearing/Appeal Process.

If an issue arises involving this Agreement, the Parties will make every effort to reach a resolution in a timely and efficient manner. A Party may request a face-to-face meeting of the local partners to identify and discuss the issue. If resolved and no further action is deemed necessary by the Parties, the issue and the resolution will be documented in writing.

If not resolved, the issue and the efforts to resolve will be documented and forwarded to the Executive Director of CSBFV, the Chief Elected Official, and the Director of the Partner organizations. A joint decision shall be issued within 60 calendar days of receipt.

If dissatisfied with the decision, the dispute may be filed with the State of Florida Department of Commerce (FDC) and the Commissioner of the Department of Education (DOE) to review concerns and determine resolution. FDC and DOE may remand the issue back to the Executive Director of CSBFV, the Chief Elected Official, and to the Director of the Partner organization or impose other remedies to resolve the issue.

XVIII. MONITORING

CSBFV or its designated staff, officials from the State and Local administrative entities, the U.S. Departments of Labor, Education, and Health and Human Services have the authority to conduct fiscal and programmatic monitoring to ensure that:

1. Federal awards are used for authorized purposes in compliance with law, regulations, and State policies,
2. Those laws, regulations, and policies are properly enforced,
3. Performance data are recorded, tracked, and reviewed for quality to ensure accuracy and completeness,
4. Outcomes are assessed and analyzed periodically to ensure that performance goals are met,
5. Appropriate procedures and internal controls are maintained, and record retention policies are followed, and
6. All MOU terms and conditions are fulfilled.

All parties to this Agreement should expect regular fiscal and programmatic monitoring to be conducted by each of the above entities, as appropriate.

XIX. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

All Parties to this Agreement certify that they prohibit, and will continue to prohibit, discrimination, and they certify that no person, otherwise qualified, is denied employment, services, or other benefits to participate in any WIOA Title I-financially assisted program or activity based off discrimination described in the written assurances detailed in the following Titles, Sections, and Subsections of the Code of Federal Regulations. The Parties specifically agree that they will comply with Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations ([29 CFR Part 38](#); Final Rule December 2, 2016), the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), the Non-traditional Employment for Women Act of 1991, titles VI and VII of the Civil Rights Act of 1964 as amended, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1967, as amended, title IX of the Education Amendments of 1972, as amended, and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 37 and 38.

XX. INDEMNIFICATION

All Parties to this Agreement recognize the partnership involves various levels of government, not-for-profit, and for-profit entities. Each Party to this Agreement shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. No Partner assumes any responsibility for any other Party, State, or non-State for the consequences of any act or omission of any third party. The Parties acknowledge CSBFV, and the one-stop operator have no responsibility and/or liability for any actions of the partner's employees, agents, and/or assignees. Likewise, the Parties have no responsibility and/or liability for any actions of CSBFV its employees, its agents, or its officers or the one-stop operator, its employees, its agents, or its officers.

XXI. SEVERABILITY

Should any provision of this Agreement, as set forth herein be declared illegal or unenforceable by any court of competent jurisdiction, such that it cannot be modified to be enforceable, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect.

XXII. ASSIGNMENT

CSBFV and Partners each bind its respective entity and its successors, legal representatives, and assigns to the other Party to this MOU, and to the partners, successors, legal representatives, and assigns of such other Party, and in respect to all covenants of this MOU; and neither CSBFV nor Partner shall assign nor transfer their interest in this MOU without the prior written consent of the other Party.

XXIII. INDEPENDENT CONTRACTOR

It is agreed by the Parties that, at all times and for all purposes within the scope of this MOU, the relationships of the Partners to CSBFV is that of independent contractor, and not that of employee or agent. No statement contained in this MOU shall be construed so as to define the Partners or its employees as an employee of CSBFV. As an independent contractor, the Partners shall not be entitled to any of the rights, privileges, or benefits of CSBFV employees.

XXIV. APPLICABLE LAW

Except as otherwise stated herein, the law of the State of Florida, without regard to any conflict of law's provisions, shall govern the validity of this MOU, its interpretation and performance, and any other claims related hereto.

XXV. ATTORNEY'S FEES

In the event of any legal action to enforce the terms of this MOU each party shall bear its own attorney's fees and costs.

XXVI. VENUE

Venue for any legal action brought by any party to this MOU to interpret, construe or enforce this MOU shall be in a court of competent jurisdiction in and for Brevard County, Florida or Flagler County, Florida or Volusia County, Florida, and any trial shall be non-jury.

XXVII. WAIVER OF JURY TRIAL

PARTIES KNOWINGLY AND EXPRESSLY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, ANY MODIFICATIONS, ANY AMENDMENTS, OR ANY DEALINGS BETWEEN THEM RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY DISPUTES BETWEEN THE PARTIES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.

XXVIII. DRUG AND ALCOHOL-FREE WORKPLACE

All Parties to this Agreement certify that they will comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR part 182 which require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if any employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment under 2 CFR part 180, as adopted by the U.S. Department of Education at 2 CFR 3485, and the U.S. Department of Labor regulations at 29 CFR part 94.

XXIX. CERTIFICATION REGARDING LOBBYING

All Parties shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), 29 CFR Part 93, and 34 CFR part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. The Parties shall not lobby federal entities using federal funds and will disclose lobbying activities as required by law and regulations.

XXX. DEBARMENT AND SUSPENSION

All Parties shall comply with the debarment and suspension requirements (E.O.12549 and 12689) and 2 CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.

XXXI. PRIORITY OF SERVICE

All Parties certify that they will adhere to all statutes, regulations, policies, and plans regarding priority of service, including, but not limited, priority of service for veterans and their eligible spouses, and priority of service for the WIOA Title I Adult program, as required by 38 U.S.C. sec 4215 and its implementing regulations and guidance, and WIOA sec. 134(c)(3)(E) and its implementing regulations and guidance. Partners will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English language learners.

XXXII. COUNTERPARTS

This Agreement may be executed in counterparts, all of which shall together constitute one instrument.

XXXIII. LEGAL AUTHORITY

The Workforce Innovation and Opportunity Act (WIOA) sec. 121(c)(1) requires the Local Board, with the agreement of the Chief Elected Official (CEO), to develop and enter into a Memorandum of Understanding (MOU) between the Local Board and the One-Stop Partners, consistent with WIOA Sec. 121(c)(2), concerning the operation of the one-stop delivery system in a local area. This requirement is further described in the Workforce Innovation and Opportunity Act; Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-Stop System Joint Provisions: Final Rule at 20 CFR 678.500, 34 CFR 361.500, and 34 CFR 463.500, and in Federal guidance.

Additionally, the sharing and allocation of infrastructure costs among One-Stop Partners is governed by WIOA sec. 121(h), its implementing regulations, and the Federal Cost Principles contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR part 200.

XXXIV. ATTACHMENTS

- Attachment A – One-Stop Operating Budget
- Attachment B – Partners On-Site Representation Schedule
- Attachment C - Partner Reconciliation Planning Form AND Signature Page

XXXV. SIGNATURES

IN WITNESS WHEREOF, the CEO and CSBFV have caused this Agreement to be duly executed as of the date set forth below.

APPROVED BY:

Brevard Workforce Development Board, Inc. d/b/a CareerSource Brevard Flagler Volusia

Marci Murphy
*Marci Murphy, Executive Director
CareerSource Brevard Flagler Volusia*

08 / 28 / 2024
Date

Chief Elected Official

Rob Feltner
*Rob Feltner
Brevard County Board of County Commissioner/
County Consortia Chair/ Chief Elected Official*

08 / 28 / 2024
Date

**MEMORANDUM OF UNDERSTANDING AND INFRASTRUCTURE FUNDING AGREEMENT
ONE-STOP DELIVERY SYSTEM
Attachment A - One-Stop Delivery System Operating Budget
PY 24-25 Comprehensive Budget for CSBFV's One-Stop Delivery System
Effective: 07/01/2024**

Description	FY 2024-2025 Budget
Career Center Infrastructure Costs:	
Office Rent/Leases	962,793
Utilities	167,200
Repairs and Maintenance	106,800
Property Insurance	74,100
Institutional Supplies	53,009
Telephone	50,100
Furniture/Equipment	50,000
IT Network	324,300
Equipment Rental/Storage	112,582
Total Career Center Infrastructure Costs	\$1,900,884
ADDITIONAL SERVICES	
Shared Career Center Staffing	232,800
TOTAL ADDITIONAL SERVICES	\$232,800
TOTAL ONE-STOP OPERATING BUDGET	<u>\$2,133,684</u>
FTEs Supporting the One-Stop System	126
Cost per FTE = Total One-Stop Operating Budget/#FTEs	\$16,937.36
Direct Linkage = 0.1 x Cost per FTE	\$1,693.74

**MEMORANDUM OF UNDERSTANDING AND INFRASTRUCTURE FUNDING AGREEMENT
ONE-STOP DELIVERY SYSTEM**

Attachment B – Partners On-Site Representation Schedule PY24-25

Required Program Partner	Governance	Local Grantee	Total # of FTES	Weekly Staff Hours	% of Total FTEs	Partner Contribution
Adult, Dislocated, Youth Formula Grants	DOL	CSBFV	22.5	900	17.9%	\$381,090
Hope FL-WIOA & WP	DOL	CSBFV	2.25	90	1.8%	\$38,109
NCPEP	DOL	CSBFV	3.5	140	2.8%	\$59,281
Rapid Response & Apprenticeship Navigator	DOL	CSBFV	2.45	98	1.9%	\$41,479
FAWA/Space Coast	DOL	CSBFV	7.6	304	6.0%	\$128,724
Rural Initiatives	DOL	CSBFV	0.25	10	0.2%	\$4,234
Welfare Transition	HHS/TANF	CSBFV	29	1160	23.0%	\$491,183
Wagner Peyser	DOL	CSBFV	17.3	692	13.7%	\$293,016
DVOP (Veteran Program)	DOL	CSBFV	7.3	292	5.8%	\$123,643
LVER (Veteran Program)	DOL	CSBFV	7.3	292	5.8%	\$123,643
SNAP	DOL	CSBFV	2.5	100	2.0%	\$42,343
Hurricane Ian	DOL	CSBFV	3.25	130	2.6%	\$55,046
RESEA / UC	DOL	CSBFV	13	520	10.3%	\$220,186
MFEA	DOL	CSBFV	2	80	1.6%	\$33,875
Senior Community Employment Service Program	DOL	**AARP Foundation	0.675	27	0.6%	\$11,433
		**NCBA	0.15	6	0.1%	\$2,541
Job Corps	DOL	*Job Corps	0.3	12	0.2%	\$5,081
Community Services Block Grant	DEO	Brevard County Housing & Human Services	0.1	4	0.1%	\$1,694
		Volusia County Community Assistance	0.1	4	0.1%	\$1,694
Adult Education and Family Literacy	DOE	Brevard Adult & Community Education	0.75	30	0.5%	\$12,703
		Flagler Technical College	0.1	4	0.1%	\$1,695
		Daytona State College	0.025	1	0.0%	\$423
Vocational Rehabilitation	DOE	Brevard Vocational Rehabilitation	0.075	3	0.1%	\$1,270
		*Flagler/Volusia Vocational Rehabilitation	0.2	8	0.2%	\$3,387
Career and Technical Education**	DOE	Eastern Florida State College	0.1	4	0.1%	\$1,694
		Flagler Technical College	0.1	4	0.1%	\$1,694
		Daytona State College	0.1	4	0.1%	\$1,694
Division of Blind Services	DOE	*Florida Division of Blind Services	3	120	2.4%	\$50,812
TOTALS			126	5,034	100%	\$2,133,684

Infrastructure Contribution

Estimated Cost per FTE =
Estimated IFA Budget Total/Total FTEs
Estimated Cost per FTE = \$16,937.36

Estimated Partner Infrastructure Contribution

Estimated Cost per FTE x Partner Total #FTE's

Direct Linkage (DL) Infrastructure Contribution

Direct Linkage is defined as a minimum of 4 hours/week (0.1 FTE) of time per county for access through technology. Direct Linkage = \$1,694

*If a program's coverage area is through multiple counties, the FTE count per county will be calculated.

**If 2 partners of the same program overlap in one county, the Direct Linkage FTE will be split. (0.05FTE per program)

**MEMORANDUM OF UNDERSTANDING AND INFRASTRUCTURE FUNDING AGREEMENT
FOR ONE-STOP DELIVERY SYSTEM**

**Attachment C – Partner Reconciliation Planning Form and Signature Page
for PY Ending June 30, 2025**

Outlined in the **Cost Reconciliation** section, the agreement stipulates that an annual cost reconciliation is required, comparing budgeted costs with actual expenses. This process involves three key documents: Attachment A details the yearly budgeted operating costs, Attachment B outlines each partner's expected cost share, and the Reconciliation Planning Form and Signature Page indicates the contributions each partner has elected to make towards these costs, while also signing in agreement to the entirety of the MOU/IFA. The reconciliation process will review these figures annually, leading to the issuance of an invoice to each partner based on the actual costs and contributions.

A complete description of each type of contribution is outlined in the section **Funding Types and Sources** of the Agreement.

SOME PARTNER PROGRAMS MAY HAVE STATUTORY OR REGULATORY PROHIBITIONS AGAINST USING CERTAIN TYPES OF THESE CONTRIBUTIONS OR ON HOW THE PROGRAM MAY TREAT THESE CONTRIBUTIONS FOR FISCAL ACCOUNTABILITY PURPOSES UNDER THE RESPECTIVE PROGRAM'S REQUIREMENTS.

It is Partner's intent to fund their share of the costs through the following contributions:

Form of Contribution	Description of Contribution	Value
Cash	0	0
Non-Cash		
	Teachers for ESOL and GED- 1064 Hours	24,422
Third Party In-Kind	0	0
Other	0	0
Total Contribution		\$ 24422

SIGNATURES

By signing below, the Partner agrees to the terms prescribed herein.

Adult Education and Family Literacy Act (AEFLA)

Benjamin.Lorri@A
dult Community Ed
Digitally signed by Benjamin.Lorri@Adult Community Ed
Date: 2024.10.25 15:54:39 -04'00'

10.25.2024

Lorri Benjamin, Director
Brevard Adult and Community Education

Date

James Rehmer, Chief of Schools Brevard Public School
+

**MEMORANDUM OF UNDERSTANDING AND INFRASTRUCTURE FUNDING AGREEMENT
FOR ONE-STOP DELIVERY SYSTEM**

**Attachment C – Partner Reconciliation Planning Form and Signature Page
for PY Ending June 30, 2025**

Outlined in the **Cost Reconciliation** section, the agreement stipulates that an annual cost reconciliation is required, comparing budgeted costs with actual expenses. This process involves three key documents: Attachment A details the yearly budgeted operating costs, Attachment B outlines each partner's expected cost share, and the Reconciliation Planning Form and Signature Page indicates the contributions each partner has elected to make towards these costs, while also signing in agreement to the entirety of the MOU/IFA. The reconciliation process will review these figures annually, leading to the issuance of an invoice to each partner based on the actual costs and contributions.

A complete description of each type of contribution is outlined in the section **Funding Types and Sources** of the Agreement.

SOME PARTNER PROGRAMS MAY HAVE STATUTORY OR REGULATORY PROHIBITIONS AGAINST USING CERTAIN TYPES OF THESE CONTRIBUTIONS OR ON HOW THE PROGRAM MAY TREAT THESE CONTRIBUTIONS FOR FISCAL ACCOUNTABILITY PURPOSES UNDER THE RESPECTIVE PROGRAM'S REQUIREMENTS.

It is Partner's intent to fund their share of the costs through the following contributions:

Form of Contribution	Description of Contribution	Value
Cash	0	0
Non-Cash	0	0
Third Party In-Kind	1 hour per week for advising	\$423
Other	0	0
Total Contribution		\$ 423

SIGNATURES

By signing below, the Partner agrees to the terms prescribed herein.

Adult Education and Family Literacy Act (AEFLA)

Thomas LoBasso, President

 Amy Locklear, Executive Vice President
 Daytona State College

10 / 01 / 2024

 Date

**MEMORANDUM OF UNDERSTANDING AND INFRASTRUCTURE FUNDING AGREEMENT
FOR ONE-STOP DELIVERY SYSTEM**

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It is Partner's intent to fund their share of the costs through the following contributions:

Form of Contribution	Description of Contribution	Value
Cash	0	0
Non-Cash	Space for CareerSource service	16,937.96
Third Party In-Kind	0	0
Other	0	0
Total Contribution		\$ 16,937.96

SIGNATURES

By signing below, the Partner agrees to the terms prescribed herein.

Adult Education and Family Literacy Act (AEFLA)

Renee Kirkland

Renee Kirkland, Director
Flagler Technical College

09 / 11 / 2024

Date

**MEMORANDUM OF UNDERSTANDING AND INFRASTRUCTURE FUNDING AGREEMENT
FOR ONE-STOP DELIVERY SYSTEM**

**Attachment C – Partner Reconciliation Planning Form and Signature Page
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It is Partner's intent to fund their share of the costs through the following contributions:

Form of Contribution	Description of Contribution	Value
Cash	0	0
Non-Cash	0	0
Third Party In-Kind	4 hrs per week advisin	\$1694
Other	0	0
Total Contribution		\$ 1694

SIGNATURES

By signing below, the Partner agrees to the terms prescribed herein.

Career and Technical Education

Thomas LoBasso, President

10 / 01 / 2024

Amy Locklear, Executive Vice President
Daytona State College

Date

**MEMORANDUM OF UNDERSTANDING AND INFRASTRUCTURE FUNDING AGREEMENT
FOR ONE-STOP DELIVERY SYSTEM**

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It is Partner's intent to fund their share of the costs through the following contributions:

Form of Contribution	Description of Contribution	Value
Cash		
Non-Cash		
Third Party In-Kind		
Other		
Total Contribution		\$

SIGNATURES

By signing below, the Partner agrees to the terms prescribed herein.

Career and Technical Education

Frank Margiotta, Dean
 Eastern Florida State College

Date

**MEMORANDUM OF UNDERSTANDING AND INFRASTRUCTURE FUNDING AGREEMENT
FOR ONE-STOP DELIVERY SYSTEM**

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It is Partner's intent to fund their share of the costs through the following contributions:

Form of Contribution	Description of Contribution	Value
Cash	0	0
Non-Cash	Student Services Specialist	16,937.96
Third Party In-Kind	0	0
Other	0	0
Total Contribution		\$ 16,937.96

SIGNATURES

By signing below, the Partner agrees to the terms prescribed herein.

Career and Technical Education

Renee Kirkland

Renee Kirkland, Director
Flagler Technical College

09 / 11 / 2024

Date

**MEMORANDUM OF UNDERSTANDING AND INFRASTRUCTURE FUNDING AGREEMENT
FOR ONE-STOP DELIVERY SYSTEM**

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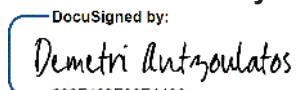
It is Partner's intent to fund their share of the costs through the following contributions:

Form of Contribution	Description of Contribution	Value
Cash		
Non-Cash	Participant Assistants assigned to agency	\$11,433.00
Third Party In-Kind		
Other		
Total Contribution		\$ \$11,433.00

SIGNATURES

By signing below, the Partner agrees to the terms prescribed herein.

Senior Community Service Employment (SCSEP)

DocuSigned by:

823F409E90E1430...
 Demetri Antzoulatos - VP Finance, Grants and Operations
 AARP Foundation

10/10/2024

 Date

**MEMORANDUM OF UNDERSTANDING AND INFRASTRUCTURE FUNDING AGREEMENT
FOR ONE-STOP DELIVERY SYSTEM**

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It is Partner's intent to fund their share of the costs through the following contributions:

Form of Contribution	Description of Contribution	Value
Cash		
Non-Cash		
Third Party In-Kind		
Other		
Total Contribution		\$

SIGNATURES

By signing below, the Partner agrees to the terms prescribed herein.

Senior Community Service Employment (SCSEP)

Linda Fegins, Florida State Program Manager
The National Caucus and Center on Black Aging, Inc (NCBA)

Date

**MEMORANDUM OF UNDERSTANDING AND INFRASTRUCTURE FUNDING AGREEMENT
FOR ONE-STOP DELIVERY SYSTEM**

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Form of Contribution	Description of Contribution	Value
Cash		
Non-Cash		
Third Party In-Kind		
Other		
Total Contribution		\$

SIGNATURES

By signing below, the Partner agrees to the terms prescribed herein.

Vocational Rehabilitation

Wayne Olson, Area 3 Director
Department of Education Division of Vocational Rehabilitation

Date

**MEMORANDUM OF UNDERSTANDING AND INFRASTRUCTURE FUNDING AGREEMENT
FOR ONE-STOP DELIVERY SYSTEM**

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Form of Contribution	Description of Contribution	Value
Cash		
Non-Cash		
Third Party In-Kind		
Other		
Total Contribution		\$

SIGNATURES

By signing below, the Partner agrees to the terms prescribed herein.

Vocational Rehabilitation

Nakiesha Thompson, Area Supervisor
Department of Education Division of Vocational Rehabilitation

Date

**MEMORANDUM OF UNDERSTANDING AND INFRASTRUCTURE FUNDING AGREEMENT
FOR ONE-STOP DELIVERY SYSTEM**

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It is Partner's intent to fund their share of the costs through the following contributions:

Form of Contribution	Description of Contribution	Value
Cash	N/A	0
Non-Cash	2 staff trainings	\$1,694.00
Third Party In-Kind	N/A	0
Other	N/A	0
Total Contribution		\$ 1,694.00

SIGNATURES

By signing below, the Partner agrees to the terms prescribed herein.

Community Services Block Grant

Ian Golden, Director
Bevard County Housing & Human Services

Date

**MEMORANDUM OF UNDERSTANDING AND INFRASTRUCTURE FUNDING AGREEMENT
FOR ONE-STOP DELIVERY SYSTEM**

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It is Partner's intent to fund their share of the costs through the following contributions:

Form of Contribution	Description of Contribution	Value
Cash	0	0
Non-Cash	GED courses/modules	1,694.00
Third Party In-Kind	0	0
Other	N/A	0
Total Contribution		\$ 1,694.00

SIGNATURES

By signing below, the Partner agrees to the terms prescribed herein.

Community Services Block Grant

Carmen Hall

Carmen Hall, Community Assistance Director
Volusia County Community Assistance

09 / 17 / 2024

Date

**MEMORANDUM OF UNDERSTANDING AND INFRASTRUCTURE FUNDING AGREEMENT
FOR ONE-STOP DELIVERY SYSTEM**

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It is Partner's intent to fund their share of the costs through the following contributions:

Form of Contribution	Description of Contribution	Value
Cash		
Non-Cash		
Third Party In-Kind		
Other		
Total Contribution		\$

SIGNATURES

By signing below, the Partner agrees to the terms prescribed herein.

Division of Blind Services

Audrey Turner, Assistant District Administrator
Florida Division of Blind Services Department of Education

Date

**MEMORANDUM OF UNDERSTANDING AND INFRASTRUCTURE FUNDING AGREEMENT
FOR ONE-STOP DELIVERY SYSTEM**

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Form of Contribution	Description of Contribution	Value
Cash		
Non-Cash		
Third Party In-Kind		
Other		
Total Contribution		\$

SIGNATURES

By signing below, the Partner agrees to the terms prescribed herein.

Job Corps

Sophia McCall, OA/CTS Manager
 Job Corps

Date

**AGREEMENT
BETWEEN CAREERSOURCE BREVARD FLAGLER VOLUSIA
AND THE
FLORIDA DEPARTMENT OF COMMERCE**

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

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

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

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

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

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

1. DEFINITIONS AND ACRONYMS.

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

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

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

3. FISCAL AND ADMINISTRATIVE CONTROLS.

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

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

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

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

4. PERFORMANCE, REPORTING, MONITORING, AND AUDITING.

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

established by Commerce in order to allow Commerce to provide accurate reports to state and federal funding agencies, the Legislature, the State Board, and other interested parties, and to review the Board’s fiscal status and performance.

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

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

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

5. THE BOARD'S ONE-STOP DELIVERY SYSTEM. The Board shall operate at least one physical comprehensive career center with access to partner programs, services, and activities in accordance with 20 CFR 678.300(c), 678.305, and applicable state policy. Comprehensive one-stop career centers must be open to the general public for walk-in service a minimum of eight hours per day during regular business days, Monday through Friday. In

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

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

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

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

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

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

than 180 days may be repurposed by Commerce for state use or reassigned to other LWDBs with or without notice. Additionally, the Board must ensure JVSG-funded positions are filled with a qualified veteran by submitting a completed hiring package to Commerce within 50 days of the position becoming vacant. If the Board is unable to meet this timeline, the Board must provide notification to the State Veterans Program Coordinator (SVPC) with written justification for any foreseen delay in filling the vacancy within 25 days of the position becoming vacant. Notifications may be sent to the SVPC via email at VETS@commerce.fl.gov.

- d. The Board will provide Commerce information and recommendations regarding the performance of Commerce staff assigned to the Board pursuant to a procedure developed and implemented by the Parties. The Board shall exercise due care with respect to its submission of information concerning the performance of Commerce staff. Commerce will consider the information provided by the Board, but the ultimate decision for any personnel action remains with Commerce.
- e. Commerce staff assigned to the Board are subject to all statutes and rules applicable to State Personnel System employees and all Commerce policies – including, but not limited to, Commerce’s travel, leave, and time distribution policies. Commerce staff assigned to the Board will be required to obtain their local manager’s approval prior to taking leave.
- f. The Board shall consult with Commerce with regard to any issues that may affect, or be in conflict with, the terms or conditions of the collective bargaining agreement for any Commerce staff holding positions covered by a collective bargaining agreement. Commerce will provide guidance to the Board upon request for the purpose of ensuring compliance with terms of any applicable collective bargaining agreement.
- g. Commerce retains ultimate decision-making authority with respect to wages, salary, benefits, hiring, firing, discipline, and promotion of Commerce staff.
- h. The Board will appoint a local personnel liaison for the purpose of coordinating personnel related activities for Commerce staff. The personnel liaison must be a Commerce staff member. The Board will provide the name and contact information of the designated personnel liaison to the Commerce Human Resource Office upon designation of this staff member and thereafter annually or upon changes in the designated staff member.
- i. The Board shall jointly plan with Commerce for the use of resources available to each partner to ensure a coordinated and efficient approach to the delivery of customer services. The Board will provide the services outlined in section 445.009, Florida Statutes. The Board will also provide basic and individualized career services pursuant to section 134(c)(2) of WIOA, access to training services pursuant to section 134(c)(3)(D) of WIOA, access to programs and activities carried out by the Board’s partners listed in 20 CFR 678.400 through 678.410, including the Employment Service program authorized under WP, as amended by WIOA Title III, services to employers as outlined in 20 CFR 680.140(b)(2), and workforce and labor market information. For clarification purposes, “basic career services” are referred to as “core services” in section 445.009(6)(a)2.(c), Florida Statutes, and “individualized career services” are referred to as “intensive services” in section 445.009(7), Florida Statutes.
- j. The Board will develop methods for referring individuals between its one-stop operator(s) and its partners for appropriate services and activities.

7. OPEN GOVERNMENT AND CONFIDENTIALITY.

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

CONTACT COMMERCE'S CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via e-mail at PRRequest@commerce.fl.gov, or by mail at Commerce, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

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

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

8. BACKGROUND SCREENINGS.

a. Level 1 Screenings.

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

9. LOCAL PLAN AND ASSURANCES.

- a. The Board must submit and receive approval of local plans which outline the Board’s delivery and administration of all workforce services delivered within its LWDA. The plan must identify and describe the policies, procedures, and local activities that are carried out in the LWDA consistent with the state plan and must contain all content required by Commerce. Further, the plan must describe the Board’s methods for ensuring the needs of workers and youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in the provision of necessary and appropriate access to services, including access to technology and materials, made available through the one-stop delivery system. The Board will continue to develop and update its local plan in accordance with applicable provisions of law and as directed by Commerce or the State Board.
- b. E-Verify is an Internet-based system that allows an employer, using information reported on an employee’s Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security’s E-Verify system can be found at: <https://www.e-verify.gov/>.
- c. In accordance with section 448.095, Florida Statutes, the State of Florida expressly requires the following:
 - i. Every public agency and its contractors and subcontractors shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public agency or a contractor or subcontractor thereof may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.
 - (2) An employer shall verify each new employee’s employment eligibility within three (3) business days after the first day that the new employee begins working for pay as required under 8 CFR. 274a. Beginning July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee’s

employment eligibility.

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

10. PROCUREMENT.

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

tools and services that are duplicative of state-procured resources without an approved waiver request.

11. COMPENSATION AND TRAVEL.

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

12. BOARD GOVERNANCE, RESPONSIBILITIES, AND TRANSPARENCY.

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

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

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

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

13. ETHICS.

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

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

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

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

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

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

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

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

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

16. ADDITIONAL PROVISIONS.

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

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

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

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

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

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

20. LIAISONS.

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

- c. The Board's formal liaison for purposes of this Agreement is Marci Murphy. Ms. Murphy can be reached at mmurphy@careersourcebfv.com, or (321) 394-0700. All communication for which the Parties' course of dealing does reveal a more appropriate liaison will be directed to Marci Murphy, or other designee.
- d. If different liaisons are designated by either Party after the execution of this Agreement, notice of the name, telephone number, and email address of the new liaison shall be provided in writing to the other Party and said notification shall be attached to this Agreement.

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

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

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

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

of such audit by the state or its representatives.

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

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

DEPARTMENT OF COMMERCE

**BREVARD WORKFORCE DEVELOPMENT BOARD, INC., D/B/A CAREERSOURCE
BREVARD FLAGLER VOLUSIA**

By: *J. Alex Kelly*
Signature

Printed Name: J. Alex Kelly

Title: Secretary

Date: 9/6/2024

By: *Lloyd Gregg*
Signature

Printed Name: Lloyd Gregg

Title: Chair

Date: 9/5/2024

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

By: *Rob Feltner*
Signature

Printed Name: Rob Feltner

Title: Brevard County Commissioner

Date: 9/4/2024

EXHIBIT A AUDIT REQUIREMENTS

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

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

AUDITS.

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

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

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

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

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

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

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

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

PART IV: REPORT SUBMISSION.

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

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

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

- a. Commerce at each of the following addresses:

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

or

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

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

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

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

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

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

or

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

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

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

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

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

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Attachment 1 to EXHIBIT A

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

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

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

1. *All requirements of this Agreement*

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

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

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

1. *All requirements of this Agreement.*

EXHIBIT B

Individual Non-Disclosure and Confidentiality Certification Form

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

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

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

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

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

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

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

Employee Signature: _____ Date: _____

Print Employee Name: _____

Address: _____

Work Telephone: _____

E-Mail: _____

**EXHIBIT C
CONTRACT INFORMATION FORM**

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

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

Identification of all parties to the contract: _____

Contractor Name & Address: _____

Contractor Contact Phone Number: _____

Contract Number or Other Identifying Information, if any: _____

Contract Term: _____

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

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

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

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

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

The nature of the conflicting interest in the contract: _____

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

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

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

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

I certify that the information above is true and correct.

Signature of Board Chairperson / Vice Chairperson*

Print Name

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

Date

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

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

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

Local Workforce Development Board:

Contractor Name & Address:

Contractor Contact Phone Number:

Description or Nature of Contract:

Description of Financial Benefit*:

For purposes of the above contract the following disclosures

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

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

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

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

Signature of Board Member/Employee

Print Name

Date

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

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

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

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

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

Entity Name:

Fiscal Year:

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

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

Signature

Printed Name

Title

Date

Definitions:

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

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

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

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

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



November 12, 2024

Information Brief

First Quarter Contractor Performance PY 2024-2025

Background

The CSBFV Workforce Operations (Career Centers) contract is cost reimbursement for direct program costs; however, profit is withheld from the Contractor until measurable performance outcomes are achieved. Payments of withheld costs are available to the Contractor to earn on a quarterly basis. Payment of withheld profit uses a performance measurement model based on the following elements:

- **Element A:** Contractor must meet minimum performance on 80% of the measures (16 of 20 for quarters 1, 2 & 3 and 18 of 23 for quarter 4)
- **Element B:** Contractor must meet accelerated performance on 50% of the measures (10 of 20 for quarters 1, 2 & 3 and 11 of 23 for quarter 4)
- **Element C:** Meeting or exceeding a minimum score of 75 on a Board performance evaluation related to programmatic monitoring results.

PY 2024-25 Performance Results

The Contractor has not met the required number of measures to be eligible to earn dollars for Element A. They were successful in exceeding the performance criteria to be paid on Element B.

Elements of Contractor Performance Earnings - PY 24-25						
Measures						
Objective/Criteria	Minimum	Accelerated	1st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
WIOA Adult Measures						
Adult Entered Employment Rate	85%	90%	Exceeded (100%)			
Adult Average Wage at Placement	107% (\$17.49)	111% (\$18.15)	Exceeded (129.0% \$21.09)			
Adult Retention at 12 Months	80%	82%	Missed (77.1%)			
Adult Credential Attainment Rate	77%	79%	Exceeded (86.6%)			
Adult Measurable Skills Gain	Q1 - 45% Q2 - 55% Q3 - 65% Q4 - 77%	Q1 - 50% Q2 - 60% Q3 - 70% Q4 - 79%	Met (49.3%)			

Elements of Contractor Performance Earnings - PY 24-25						
Measures						
Objective/Criteria	Minimum	Accelerated	1st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
WIOA Dislocated Worker Measures						
Disl. Wkr. Entered Employment Rate	85%	90%	---			
Disl. Wkr. Average Wage At Placement	143% (\$23.38)	150% (\$24.53)	---			
Disl. Wkr. Retention at 12 Months	80%	85%	Missed (66.7%)			
Disl. Wkr. Credential Attainment Rate	72%	75%	Exceeded (90.9%)			
Disl. Wkr. Measurable Skills Gain	Q1 - 55% Q2 - 60% Q3 - 70% Q4 - 75%	Q1 - 60% Q2 - 65% Q3 - 75% Q4 - 80%	Missed (0.0%)			
WIOA Youth Measures						
Youth Entered Employment Rate	87%	92%	Exceeded (100.0%)			
Youth Average Wage At Placement	68.3% (\$11.17)	70% (\$11.45)	Exceeded (81.7%)			
Youth Retention at 12 Months	75%	78%	Missed (73.0%)			
Youth Credential Attainment Rate	70%	73%	Exceeded (86.9%)			
Youth Measurable Skills Gain	Q1 - 40% Q2 - 50% Q3 - 60% Q4 - 65%	Q1 - 45% Q2 - 55% Q3 - 65% Q4 - 68%	Missed (26.3%)			
Wagner Peyser Measures						
WP Entered Employment Rate	36%	38%	Missed (31.4%)			
WP Average Wage at Placement	72% (\$11.77)	76% (\$12.43)	Exceeded (118.9%)			
Welfare Transition						
Entered Employment Rate	31%	33%	Exceeded (36.5%)			
Training Services						
WT and SNAP Enrolled in Work Related Training	19%	21%	Exceeded (37.7%)			
WIOA/WP Participants Enrolled in Work Rela	6%	13%	Met (9.7%)			
Grants and Special Projects Measured Annually (Tracked for information only)						

Elements of Contractor Performance Earnings - PY 24-25						
Measures						
Objective/Criteria	Minimum	Accelerated	1st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
Increase FAWA ITA's and OJT's by 100%	Q1 – 6, Q2 – 12, Q3 – 20, Q4 - 28		17			
NCPEP - Place 68 customers in Employment or Upgraded Job	Q1 – 0, Q2 – 22, Q3 – 45, Q4 - 68		8			
DWYER - Graduate 50 participants in C N A Training	Q1 – 12, Q2 – 24, Q3 – 37, Q4 - 50		15			

Element A				
Met the minimum percentages set on 16 out of 20 (Q1, Q2 & Q3), and 18 out of 23 (Q4) Performance Measures established in Attachment F	No – Met Minimum on 12 of 18*			
Element B				
Met the accelerated percentages set on 10 out of 20 (Q1, Q2, & Q3), 10 out of 20 (Q3) and 11 out of 23 (Q4) established in Attachment F	Yes – Met Accelerated on 10 of 18*			
Element C				
Met a minimum score of 75 or higher on the CSB performance evaluation related to the annual state programmatic monitoring results	N/A			

* There were no exits for Dislocated Workers during the first quarter so there is no performance to report. These measures were removed from the overall calculations for this first quarter. Quarter 1 must meet 14 of 18 for Element A and 9 of 18 for Element B.

Performance Analysis

Six measures were missed for the first quarter:

- Adult, Dislocated Worker, and Youth Retention Attainment Rate measures were not met. Moving forward, contractor has trained all staff of the importance of obtaining multiple contact methods at enrollment for on-going engagement and quarterly follow-ups. A Quality Assurance Specialist has also been assigned to verify the contact information is entered in Employ Florida for each customer as part of the eligibility review process. For each measure 1 or 2 customers made the difference in meeting or missing.
- Youth Credential Attainment Rate was not met. The contractor is focusing on more short-term occupational skills training, especially for youth. Other strategies

have been implemented to work with Youth who have exited without a credential to possibly reengage them with other training services where they may earn a credential.

- Dislocated Worker and Youth Measurable Skills Gain were not met. This is a measure that typically is lower at the beginning of the year when training programs have just started and customers have not had sufficient time to attain a skills gain.
- Wagner Peyser Entered Employment Rate was not met. To improve this measure contractor is implementing key adjustments designed to enhance both customer service and performance outcomes. The changes focus on staff training and refining the enrollment process.

This has been a year of significant change, including consolidation of two regions, system conversions – first to remove Personal Identification Information from data systems and then to convert all appropriate data to the new region number – and to a consolidated contract to cover all workforce services in the newly formed region.

Staff will continue to monitor, analyze, and report performance in all areas. Credential Attainment, Measurable Skills Gains, and Retention Rates will remain a focus for the next few months.



November 12, 2024

Information Brief

Primary Indicators of Performance

Background

Common Measures are required by the Workforce Innovation and Opportunity Act (WIOA). While incentive monies are not directly tied to meeting these common measures, there are sanctions tied to missing the same measure two years in a row to include completing a Performance Improvement Plan. They are also included as one of the measures in the Letter Grades Performance. Contractor performance measures are designed to closely match most of the federal measures maintaining the focus on performance in these areas.

Below is the most recent report that shows past performance along with our actual performance through the final quarter of PY 2023-24. Also shown are our goals for PY 2023-24. All performance goals were met or exceeded for the 4th quarter of Program Year 2023-24 for Region 13 and all but one measure (Dislocated Worker Credential Attainment Rate) were met or exceeded for Region 11.

Region 13 July 2023-June 2024 Performance

Primary Performance Indicator (PPI)	Performance 2020-2021	Performance 2021-2022	Performance 2022-2023	PY 23-24 Performance	PY23-24 Performance Goals
Adults:					
Entered Employment Rate (2 nd Qtr. after Exit)	88.9%	83.5%	97.50%	96.30%	90.4
Median Earnings (2 nd Qtr. after Exit)	\$8,745	\$8,927	\$10,028	\$9,504	\$8,837
Employment Retention Rate (4 th Qtr. after Exit)	88.50%	92.6%	87.10%	94.20%	86.1
Credential Attainment Rate	85.2%	82.9%	77.60%	94.20%	77.0
Measurable Skills Gain	75%	75.0%	89.50%	92.20%	75.0
Dislocated Workers:					
Entered Employment Rate (2 nd Qtr. after Exit)	87.9%	93.9%	97.20%	100.00%	90.1
Median Earnings (2 nd Qtr. after Exit)	\$12,574	\$10,006	\$12,787	\$12,565	\$11,831
Employment Retention Rate (4 th Qtr. after Exit)	92.4%	86.3%	93.90%	95.70%	90.2
Credential Attainment Rate	69.4%	89.3%	90.90%	93.80%	72.2
Measurable Skills Gain	83.0%	79.3%	100.00%	100.00%	75.0
Youth Common Measures:					
Entered Employment Rate (2 nd Qtr. after Exit)	82.6%	80.2%	89.80%	80.90%	83.5
Median Wage 2nd Quarter After Exit	\$3,643	\$4,423	\$5,638	\$4,720	\$3,855

Employment Retention Rate (4 th Qtr. after Exit)	78.5%	85.7%	82.90%	79.70%	81.5
Credential Attainment Rate	73.0%	73.9%	52.60%	74.20%	75.5
Measurable Skills Gain	66.2%	75.0%	78.10%	78.90%	65.3
Wagner-Peyser:					
Entered Employment Rate (2 nd Qtr. after Exit)	61.9%	63.8%	64.60%	67.60%	65.6
Median Earnings (2 nd Qtr. after Exit)	\$5,468	\$6,152	\$6,459	\$6,965	\$6,002
Employment Retention Rate (4 th Qtr. after Exit)	62.9%	63.0%	63.90%	65.90%	64.2
Not Met (less than 90% of negotiated)	Met (90-100% of negotiated)		Exceeded (greater than 100% of negotiated)		

Region 11 July 2023-June 2024 Performance

Primary Performance Indicator (PPI)	Performance 2020-2021	Performance 2021-2022	Performance 2022-2023	PY 23-24 Performance	PY23-24 Performance Goals
Adults:					
Entered Employment Rate (2 nd Qtr. after Exit)	91.70%	79.30%	90.50%	87.60%	85.00
Median Earnings (2 nd Qtr. after Exit)	\$7,788	\$9,770	\$9,211	\$9,320	\$7,939
Employment Retention Rate (4 th Qtr. after Exit)	86.70%	84.20%	81.10%	87.40%	80.00
Credential Attainment Rate	74.70%	69.60%	71.70%	78.20%	72.00
Measurable Skills Gain	93.30%	93.30%	92.30%	92.60%	78.00
Dislocated Workers:					
Entered Employment Rate (2 nd Qtr. after Exit)	59.10%	74.50%	88.20%	92.30%	79.10
Median Earnings (2 nd Qtr. after Exit)	\$9,072	\$8,840	\$8,488	\$11,164	\$6,096
Employment Retention Rate (4 th Qtr. after Exit)	41.20%	82.10%	83.00%	83.30%	77.70
Credential Attainment Rate	75.00%	100.00%	88.90%	52.90%	64.40
Measurable Skills Gain	92.90%	90.60%	87.10%	72.70%	71.20
Youth Common Measures:					
Entered Employment Rate (2 nd Qtr. after Exit)	84.70%	93.80%	88.00%	81.50%	80.40
Median Wage 2nd Quarter After Exit	\$2,777	\$3,783	\$3,441	\$4,398	\$2,799
Employment Retention Rate (4 th Qtr. after Exit)	86.70%	90.80%	84.80%	82.50%	78.30
Credential Attainment Rate	95.30%	98.80%	97.70%	93.50%	93.30
Measurable Skills Gain	72.70%	86.10%	78.80%	92.90%	86.00
Wagner-Peyser:					
Entered Employment Rate (2 nd Qtr. after Exit)	63.20%	60.80%	68.40%	66.80%	65.00
Median Earnings (2 nd Qtr. after Exit)	\$5,637	\$6,642	\$7,041	\$7,142	\$5,598
Employment Retention Rate (4 th Qtr. after Exit)	63.50%	62.00%	67.30%	66.20%	65.00
Not Met (less than 90% of negotiated)	Met (90-100% of negotiated)		Exceeded (greater than 100% of negotiated)		



A+: ≥ 97
 A: 93 to < 97
 A-: 90 to < 93
 B+: 87 to < 90
 B: 83 to < 87
 B-: 80 to < 83
 C+: 77 to < 80
 C: 73 to < 77
 C-: 70 to < 73
 D: 60 to < 70
 F: < 60

Program Year 2023-2024 (Final)

B+

LETTER GRADE

87.63%

FINAL SCORE

Metric (Category)	Weight	Numerator	Denominator	Rate (%)	YOY Rate Difference	Target (%)	Target Met (%)	Weighted Performance (%)	
Participants with Increased Earnings (Employment and Training Services, Self-Sufficiency)	.25	2,323	5,000	46.46		50.00	92.92	23.23	
Reduction in Public Assistance (Employment and Training Services, Self-Sufficiency)	.25	1,079	2,548	42.35		50.00	84.70	21.18	
Employment and Training Outcomes (Employment and Training Services)	.20	18	18	100		100.00	100	20.00	
Participants in Work-Related Training (Training Services)	.10	729	6,432	11.33		25.00	45.32	4.53	
Continued Repeat Business (Business Services)	.05	2,038	6,945	29.34		35.00	83.83	4.19	
Year-Over-Year Business Penetration (Business Services)	.05				3.77	100.00	90.00	4.50	
PY 2022-2023 Business Penetration		2,491	15,350	16.23					
PY 2023-2024 Business Penetration		53	265	20.00					
Completion-to-Funding Ratio (Employment and Training Services)	.10	6.37	3.02	100.00		100.00	100.00	10.00	
Exiters: Local Board (N)/Statewide (D)		4,868	76,464	6.37					
Budget: Local Board (N)/Statewide (D)		\$4,637,005	\$153,620,298	3.02					
Extra Credit: Serving Individuals on Public Assistance (Employment and Training Services, Self-Sufficiency)	Up to 0.05 points	2,836.5	6,713	42.25				0.00	
								FINAL SCORE	87.63



A+: ≥ 97	C+: 77 to < 80
A: 93 to < 97	C: 73 to < 77
A-: 90 to < 93	C-: 70 to < 73
B+: 87 to < 90	D: 60 to < 70
B: 83 to < 87	F: < 60
B-: 80 to < 83	

Program Year 2023-2024 (Final)

B+

LETTER GRADE

89.82%

FINAL SCORE

Metric (Category)	Weight	Numerator	Denominator	Rate (%)	YOY Rate Difference	Target (%)	Target Met (%)	Weighted Performance (%)	
Participants with Increased Earnings (Employment and Training Services, Self-Sufficiency)	.25	1,020	2,537	40.20		50.00	80.40	20.10	
Reduction in Public Assistance (Employment and Training Services, Self-Sufficiency)	.25	795	1,775	44.79		50.00	89.58	22.40	
Employment and Training Outcomes (Employment and Training Services)	.20	17	18	94.44		100.00	94.4	18.89	
Participants in Work-Related Training (Training Services)	.10	589	3,418	17.23		25.00	68.92	6.89	
Continued Repeat Business (Business Services)	.05	959	2,570	37.32		35.00	100.00	5.00	
Year-Over-Year Business Penetration (Business Services)	.05				9.39	100.00	10000	5.00	
PY 2022-2023 Business Penetration		1,420	12,213	11.63					
PY 2023-2024 Business Penetration		37	176	21.02					
Completion-to-Funding Ratio (Employment and Training Services)	.10	2.96	3.10	95.48		100.00	95.48	9.55	
Exiters: Local Board (N)/Statewide (D)		2,262	76,464	2.96					
Budget: Local Board (N)/Statewide (D)		\$4,762,396	\$153,620,298	3.10					
Extra Credit: Serving Individuals on Public Assistance (Employment and Training Services, Self-Sufficiency)	Up to 0.05 points	1,848	3,800	48.63				2.00	
								FINAL SCORE	89.82

REVISED
11/12/24

Grow the Resources of the Board Report

BOLD Denotes
Revisions or Additions

GRANTS (Federal, State, Local Competitive and Non-competitive)				
Resource Information	Amount Awarded	Grant Focus	Current Status	Staff Lead
<p>Grant Name: FAWA - Florida Atlantic Workforce Alliance</p> <p>Timeframe: October 1, 2022 – September 30, 2025</p> <p>Funding Source: WIOA Statewide Funds</p>	<p>\$3,000,000</p>	<p>The purpose of this award is to provide funding for selected Local Workforce Development Boards to assist WIOA eligible participants with training, support services and placement in the offerings available from local school district career and technical education (CTE) programs, adult education providers, local Florida College System institutions, other training vendors and apprenticeship sponsors in support of aviation, aerospace, and defense / advanced manufacturing and cyber-security.</p>	<p>Final Consortium took place on 9.24.24 at Canaveral Port Authority.</p> <p>FAWA webpage revealed. Final webpage edits are underway before going live. Industry, Community, and Education heavily involved.</p> <p>2nd Soldering Technician bootcamp concluded at EFSC Palm Bay. 5 completed</p> <p>1 7-week flux cored welding cohort at EFSC Cocoa concluded. 6 passed</p> <p>1 7-week Riveting Cohort at Shiloh Aviation Maintenance Academy in Melbourne concluded. 4 passed</p> <p>2nd Code Craft Works Cohort with Northrop Grumman concluded.</p> <p>More training in the works with EFSC.</p> <p>PY TO DATE: 7 - OJT 13 - ITA 24 - IWT</p> <p>EDC IWT Webinar to take place November 13th</p> <p>CSBFV featured as nonprofit spotlight for SCHRA luncheon and Elevate Brevard Community Bridge event.</p>	<p>Stephanie Robinson</p>
<p>Grant Name: Non-Custodial Parent Employment Program (NCPEP)</p> <p>Time Frame: 01/01/23 – 06/30/25</p> <p>Funding Source: State Funds</p>	<p>\$1,141,136</p>	<p>This grant is provided to support non-custodial parents who are unemployed or underemployed and have difficulty meeting child support obligations to obtain and retain self-sufficient employment and establish a successful pattern of paying child support.</p>	<p>C2 is the lead for this grant after exhibiting an excellent partnership already with the 18th Judicial Court & the Florida Department of Revenue. Both agencies refer customers to CSB via the Crosswalk Agency referral system.</p>	<p>Caroline Joseph-Paul</p>

GRANTS (Federal, State, Local Competitive and Non-competitive)				
Resource Information	Amount Awarded	Grant Focus	Current Status	Staff Lead
Partner(s): 18th Judicial Circuit , Department of Revenue		Funding supports core services and enhanced services/direct participant support.	<ul style="list-style-type: none"> To date, a total of 161 (goal 120) participants have been enrolled, 74 (goal 56) gained full-time employment, with the average wage at placement of \$16.12 (goal \$15.00) an hour. 70 have successfully made 1 or more payments towards their child support obligations. 43 have met the criteria of paying 3 out of 6 months child support payments after placement. 11 approved and 10 participants entered short term occupational skills training, all at TDI to obtain Commercial Driver's License (CDL) except for one LPN student. To date, 8 have successfully completed, and 4 have entered training related employment. A total of 108 (goal 60) participants received 1 or more forms of assistance to include, but not limited to, stipends, short-term training, supportive services, rental assistance, and uniform assistance. <p>Monthly outreach efforts include communicating with customers via text messaging, emails via Employ Florida, social media, and attending various networking and community events.</p>	
<p>Grant Name: Hurricane 2022 (Ian - Nicole Dislocated Worker Grant (DWG))</p> <p>Time Frame: 09/24/2022 - 9/30/2025</p> <p>Funding Source: USDOL through DOE DWG</p> <p>Partner(s): NA</p>	\$9,470,000	Projects for clean-up, demolition, repair, renovation, and reconstruction of destroyed public structures, facilities, and lands within the affected communities.	<p>We received an additional payment in May 2024 in the amount of \$450,000.</p> <p>Current projects include:</p> <ol style="list-style-type: none"> Brevard County Parks and Rec Brevard County Public Works Brevard County Mosquito Control City of Palm Bay City of Cocoa Beach 	James Watson

GRANTS (Federal, State, Local Competitive and Non-competitive)				
Resource Information	Amount Awarded	Grant Focus	Current Status	Staff Lead
			6. US Fish and Wildlife Dike Repair 7. US Fish and Wildlife Boardwalk Repair 8. Canaveral National Seashore Participants to date: 109	

UNRESTRICTED REVENUES (Non-governmental funding, Fee for service, Foundation and Corporate giving programs)				
Resource Information	Amount Awarded	Grant Focus	Current Status	Staff Lead
Grant Name: Ticket to Work (TTW) Program Time Frame: Indefinite Funding Source: Social Security Administration Partner(s): Vocational Rehabilitation	\$337,602 To Date	Focused on eligible TTW customers who want to return unsubsidized employment using the Employment Network (EN).	There were 2 new TTW participants in the 1st quarter PY 24-25 . Staff continue to collaborate with eligible customers who are interested in work or training. EN continues to progress at a modest pace.	James Watson
Grant Name: Tobacco Free Florida Time Frame: Indefinite Funding Source: Bureau of Tobacco Free Florida Partner(s): Florida Department of Health	\$55,384 To Date	The Bureau of Tobacco Free Florida (BTFF) partners with Florida RWB's to promote the "3 Free and Easy Ways to Quit" program to help clients quit tobacco and improve their employability. While this program is available free to all Florida residents, the Department of Health targets workforce clients and reward LWDB's for each client referral.	This agreement provides unrestricted revenue. Receipts for PY24-25 first quarter- (07/01/24-09/30/24) is \$100.00 .	Marina Stone
Grant Name: AARP BTW50+ Time Frame: 12/14/2022 – 12/31/2024 Funding Sources: AARP Foundation	\$120,000	This grant focuses on Increasing income and earnings for low-income 50+ individuals by creating connections between mature workers and employers in Brevard County through the AARP Foundation's BACK TO WORK 50+ program by providing workshops, business learning events, job fairs, and additional support through career training, professional development, and community engagement.	CSB has been selected as one of six partners, selected out of 16 partners, to return for the 2024 program year. An amendment to extend through December of 2024 provided an additional \$60,000 to meet program goals. In Quarter 1, CareerSource Brevard Flagler Volusia (CSBFV) hosted 2 cohorts, which allowed for us to successfully complete the targeted goal of 7 cohorts. 37 participants were enrolled in coaching, (Goal 91) and 37 participants were coached, (Goal 90). We have exceeded both "Enrolled in Coaching" and "Total Coached" targets. To date, 28 candidates have	Amberstar Bush

UNRESTRICTED REVENUES (Non-governmental funding, Fee for service, Foundation and Corporate giving programs)

Resource Information	Amount Awarded	Grant Focus	Current Status	Staff Lead
			successfully obtained gainful employment (Goal 28) with a combined average wage of \$21.49/hr (Goal \$14/hr).	



Business Services



Our Services

Free Job Listings

Local Job Fairs

Recruiting Events

Applicant pre-screening

Business Learning Events

Rapid Response

Tax Credits and Employment
Incentive Information (WOTC)

Labor Market Information
& Analysis

Training Dollars for Businesses
(based on availability)



We're here to serve our local business and connect employers to resources that will save them time and money.

Veteran Services Local Veterans' Employment Representative (LVER) Team



- Advocate on behalf of veterans
- Provide information on Office of Federal Contract Compliance Programs
- Work Opportunity Tax Credit Info
- Connect employers to local job seeking veterans in database
- Arrange/conduct veteran specific Job Fairs
- Work closely with Disabled Veteran Outreach Program (DVOP) staff to help get disabled veterans working



Mission Support

- **Build and maintain relationships with local employers**
- Subject matter expert on all CSBFV's employer programs
- Connect businesses to resources within CSBFV and the community.
- Sit on Boards & Committees in Brevard, Flagler, & Volusia Counties (SHRM, TAP, EDCs, Chambers, etc.)
- Facilitate and draft contracts with training program dollars
- Host & promote Business learning events
- Social Media Posting
- Present to the Business community on Workforce Topics
- Job Orders & Placements
- Employer & Industry Showcases
- Sector Strategies/Consortiums
- Engage New & Re-Engage Previously Served Businesses



Key Industries in Brevard Flagler Volusia

- Aerospace/Aviation
- Business, Professional, IT
- Construction
- Healthcare
- Hospitality
- Manufacturing



Training Programs Overview



On The Job Training (OJT)

- Employer wants to train a new hire
- Reimbursement of 50% of wages (tiers/capped)
- \$15.00 + per hour (except Youth/WT/Sec Strategy)
- Key industry or Demand Occupation (RTOL)
- Must be a full time/permanent position (not temp)
- Business creates training plan for jobseeker
- Candidate & business must meet eligibility requirements of funding stream selected
- Process takes 2 weeks once candidate is selected.
- CANNOT HIRE/START UNTIL APPROVED



Incumbent Worker Training

- Employer identifies a current staff member(s) missing a skill or requirement
- Retention or promotion is catalyst for training
- Has planned classroom/online training established
- Employees must meet WIOA or grant eligibility requirements
- Business must meet specified requirements or have retention justification.
- CSBFV reimburses for 50% of training costs
- Process could take 7-10 business days



Work Experience (WE)

- Candidate driven
- Available for youth and special programs
- Used to provide experience to jobseekers learning new field
- CSBFV pays 100% of eligible candidates' wages
- Use of Staffing Agency to facilitate
- "Try before you buy"
- Progress monitored by Job Developer
- Eligibility and suitability

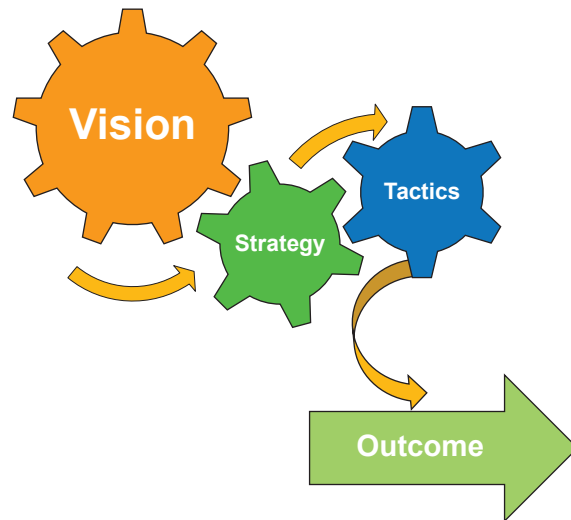


Sector Strategies



What are Sector Strategies?

- Regional partnerships of employers, educators, workforce developers and other stakeholders that address the skills needs of critical industries in a region.
- They are focused on one critical industry
- Led by a strategic partner who coordinates dialogue and action (LWDB)
- Goal - customized solutions to the workforce needs of employers in the industry.
- They are a proven mechanism for meeting the needs of workers for good jobs and the needs of employers for skilled worker



Current Sector Strategies

Industry Sectors:

- Manufacturing (supporting entity)
- Healthcare
- Aerospace/Aviation
- Information Technology
- Construction
- Education & Industry

Team Effort of Workforce Includes:

- Business Liaisons & LVERs
- Sector Strategists
- Local Employers
- Government
- Universities/Colleges
- Training Providers
- School Board, EDO's and local community





Meet the Team Board Staff

Business Liaison Supervisors



Lori Robinson



James Alvarado

Aerospace/Aviation Business Liaison
FAWA Project Coordinator



Stephanie Robinson



Business, Professional, I.T.
Business Liaison



Deserine McArthur



Construction/Hospitality Business Liaison Apprenticeship Navigator



Melissa Byers



Healthcare Business Liaisons



Mana Shahsavari



Mary Keen



Manufacturing Business Liaison



Dawn Palovich



Rapid Response Coordinator



Kimberly Weatherby



Training Operations Assistant



Michelle Jones





Registered Apprenticeship Programs: The Apprenticeship Navigator Role

Melissa Byers- Apprenticeship Navigator/Business Liaison



Registered Apprenticeship Works Across All Industries (TOP):



Healthcare



Manufacturing



Construction



Hospitality &
Transportation



Trade & Logistics



Information
Technology



Energy

Apprenticeship Navigator Role



Effective Collaboration & Funding





The Florida Atlantic Workforce Alliance

Stephanie Robinson

Project Coordinator



The FAWA Grant

- In 2019 Governor DeSantis set a goal to make Florida the best state in the nation for workforce education by 2030.
- Nearly \$30 million was dedicated to support workforce development in the Space and Treasure Coast region as part of a multi-agency initiative to support competitive industries in the area. (colleges, apprenticeship and pre-apprenticeship programs, etc.)
- \$9.0 million dedicated to WIOA to create the Florida Atlantic Workforce Alliance, a collaborative effort between workforce boards, educational institutions and school systems and aerospace, aviation, cybersecurity and manufacturing employers from Flagler to Martin counties. (CareerSource Brevard, CareerSource Flagler Volusia, CareerSource Research Coast)

Objective: Fortify the talent pipeline Aerospace/Aviation, Advanced Manufacturing, IT/Cyber Security

- Customized/Accelerated Training
- Industry Councils
- FAWA Consortium
- Awareness Events
- Industry Website

FAWA Industry Councils

- 3 Industry Councils
 - Aerospace/Aviation
 - IT/Cybersecurity
 - Advanced Manufacturing
- 60+ Employers and Community Partners
- Chaired by members of industry or economic development
- 6 council meetings throughout the grant (every other month) to discuss sector strategies
- 3 Consortiums throughout the grant
- (Semi) Final FAWA Industry Council Consortium Took Place 9.24.24 at Canaveral Port Authority
- Final deliverable: FAWA industry website
 - A career exploration resource for all audiences
 - Businesses
 - Jobseekers
 - K-12 Students and Parents
 - Post Secondary
 - Educators



FAWA Training Funds

Created accelerated training programs. Increased ITAs by 100%

FAWA Industry PY to date

Traditional ITA: 28

Customized ITA: 27

Eastern Florida State College

Soldering Bootcamp cohorts (2)

Welding Essentials Class (1)

Planned EFSC Bootcamps

CAD

Composites

Shiloh Aviation Maintenance Academy

Riveting Bootcamp cohort 1

Looking to expand- Welding, Composites

Northrop Grumman Code Craft Works

2 Cohorts completed

Extended contract to include 2 more

cohorts

Placement Rates:

Northrop Grumman: 92+% career placement success

Soldering Cohort 1: about 80% career placement success

Other Cohorts: TBD



Other Mentions

- Frequently recognized throughout the community for creating an effective space ecosystem
- Planning to Roll out Talent Pipeline Management for Aerospace with Cocoa Beach Chamber of Commerce Space Council
- Introduced Northrop Grumman to local training providers to collaborate on curriculum based on projected manufacturing expansion in Melbourne (EFSC, DSC, STREAM Academy, Space TEC, Shiloh Aviation Academy)
- Aerospace/Aviation Job Fair: Held Wednesday, August 14. 378 Job Seekers from all over the state. ASRC was interested in 10+. 4 OJTs from them. Received Aerospace/Aviation Workforce and Career Exploration Day proclamation from The Mayor of Cape Canaveral.
- Working with Codecraft Works on a skills gap training solution
- Sponsoring, participating in, and hosting community events
- Upcoming STEAM and STEM events planned
 - STEAM EXPO: Career Exploration and Job Fair
 - STEM EXPO: Education and Community Resource Fair





Rapid Response Overview

Kimberly Weatherby
Rapid Response Coordinator

1

Funding Source

FloridaCommerce allocates funding for Rapid Response initiatives across all 21 regions of CareerSource Florida.

Each region is responsible for hiring a dedicated Rapid Response Coordinator to manage and implement these initiatives effectively.

2

Immediate Assistance



The Rapid Response Program provides crucial support to businesses experiencing difficulties.



Rapid Response teams quickly coordinate services to provide immediate aid to companies and their affected workers. This can include on-site services at the affected company.



By developing tailored strategies, the program aims to help companies stabilize their operations and improve their financial health, thereby preventing potential layoffs and ensuring workforce retention.



3

Customized Services

The program offers a range of services tailored to the needs of both employers and employees.
For workers, this can include:



Reemployment Assistance Benefits



Recruitment & Job Fairs



Career Counseling & Job Search Assistance



Resume Preparation Assistance



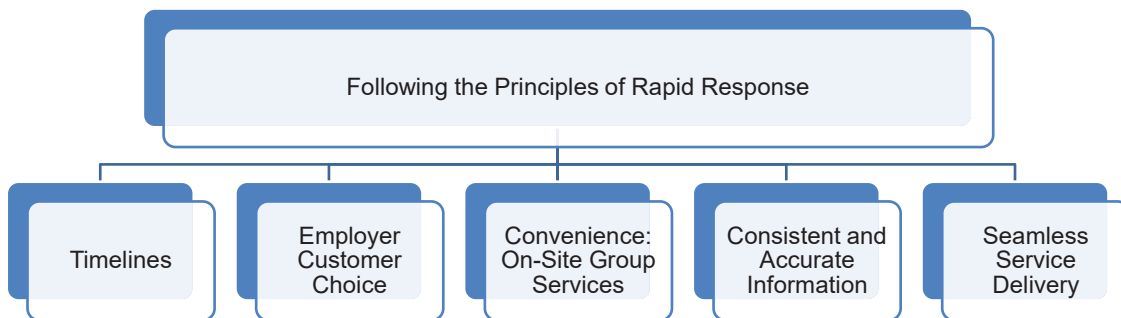
Interviewing Skill Workshops



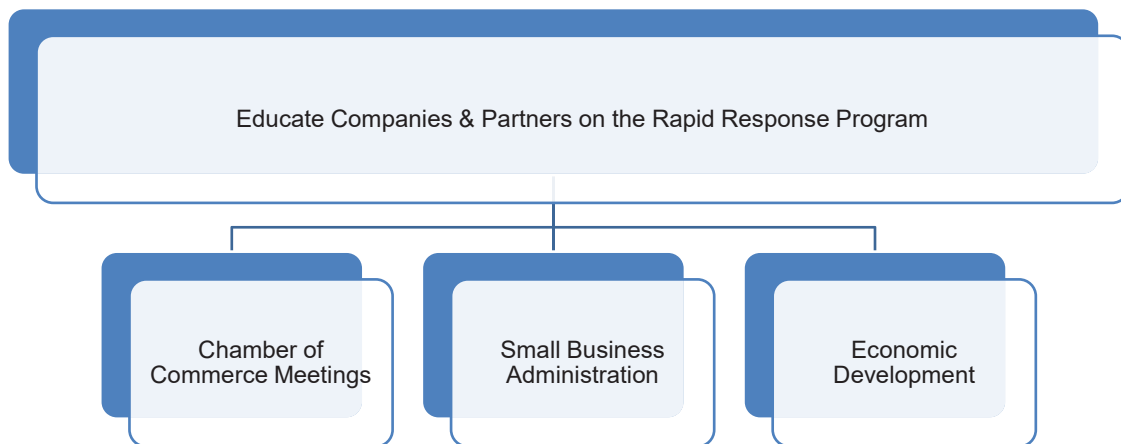
Education & Training Opportunities



Customized Services



Outreach



Finding Who Needs Support



Use reports and technology to find struggling companies



Dun & Bradstreet - Econovue to review health and credit of companies



Burning Glass Labor Market Reports



Strategies



Key Layoff Aversion Strategies & Solutions to Stay Open

Upskilling

Training for staff to gain certifications and adapt to new technologies

Training for managers and supervisor to assume new responsibilities

Short Time Compensation

Temporary Furloughs





CareerSource Brevard Flagler Volusia (CSBFV) Communications Department



Overview of Communications Strategy

Strategic Outreach & Awareness

- Promote CSBFV’s products and services to potential customers and stakeholders using digital and traditional communications tactics and programs that align with the company’s goals.
- Support interdepartmental initiatives with integrated communication campaigns and counsel.
- Administer targeted campaigns for industry sector initiatives and grant-funded programs that require unique communication tactics and programs.
- Elevate brand recognition and trust as the area’s workforce authority through messaging, executive team leadership positioning and speaking engagements, conference participation, and website development.

Uniting To Serve You Better

CareerSource BREVARD + CareerSource FLAGLER VOLUSIA

Your two Workforce Boards are becoming **ONE WORKFORCE BOARD** on July 1, 2024.

This change is driven by a shared vision to offer our employers and our jobseekers valuable workforce services and resources critical to their success.

Thanks for your interest.

And...**WELCOME!** We will keep you posted as things progress.

Stay in touch by signing up for emails... and be one of the first to know when our new website launches. SIGN UP HERE

Your new workforce board has a new name:

CareerSource BREVARD FLAGLER VOLUSIA

CareerSource Brevard is the area authority on workforce development, providing comprehensive services, labor market information and research solutions to businesses and job seekers.

Visit www.careersourcebrevard.com or call (202) 524-7622 for more information about our services and resources.

Palm Coast Center
20 Airport Road, RE
(386) 386-5199

Daytona Beach Center
3501 18th F Street Blvd
(386) 323-7051

Orange City Center
948 Sunset Blvd
(386) 581-6557

Titusville Center
3820 S. Washington Ave., #214
(321) 584-7800

Rockledge Center
255 Blaine Blvd
(321) 584-7500

Palm Bay Center
3275 Babcock St., NE, #8B
(321) 584-7000



Target Audiences and Messaging



Primary Audiences

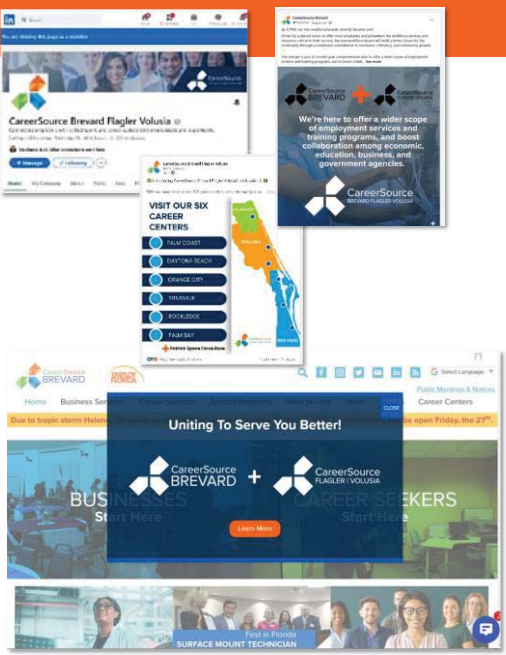
- Employers
- Job Seekers
- Community Partners

Tailored Messaging

- Specific strategies for each audience including:
 - Board Members
 - Staff
 - Legislators
 - Community and Industry Partners
 - Media



Channels, Metrics, and Impact




Communication Channels

- Engage social media, email marketing, media and community partner relations, print and broadcast media, video, text messaging, website strategies, networking, event participation and more to reach customers most effectively.

Success Metrics

- Identify key performance indicators (KPIs) to measure the effectiveness of outreach efforts.
- Evaluate KPIs to maximize our message and media strategies for the greatest possible impact.





Business Driven. **Talent Focused.**

Discover the expanded region's six career centers.

Participate in business learning events, talent attraction, and retention opportunities.

Representing a diverse and exciting region, the professional workforce development team of CareerSource Brevard Flagler Volusia strives to provide high-value workforce services, resources, information, education, training and timely opportunities to more employers and more jobseekers.

This July 1 transformation into a larger, unified region opened the door to greater collaboration and innovation. Alongside education and training, economic development and community development partners region-wide, we are striving to support and facilitate robust regional workforce development and help our communities thrive.



SCAN ME



careersourcebfv.com

Building Partnerships | Forging Pathways For You

Opportunities and Collaboration


Emerging Opportunities


- Identify best communications practices
- Develop shared messaging to amplify our brand
- Combine strategy implementation
- Share successes and best practices
- Gather feedback and share outcomes
- Evaluate and adapt strategies to ensure effectiveness

Collaboration Efforts

- Partnerships with other departments and stakeholders







Any Questions?

Thank you.



Career Center Efforts

Career Center Committee

October 2024

Caroline Joseph-Paul, Senior Managing Director



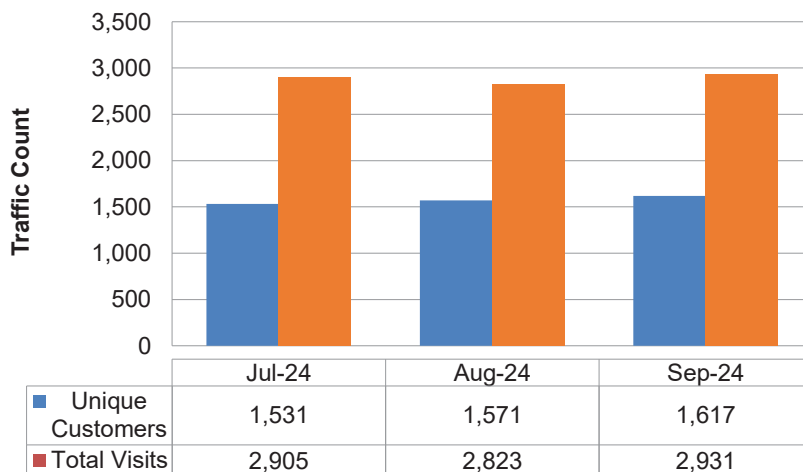
Q1 – Major Accomplishment Consolidation - One Team ~ Region 27!



Q1 – Major Accomplishments

- Successfully transitioned CareerSource Flagler Volusia team members.
- Deputy Director of Continuous Improvement & Program Managers led efforts in training (including cross-training) staff to ensure unified service delivery/productivity.
- Center Leadership hosted roundtable discussions to ensure team members had a place to voice concerns as we merged. From this,
 - One on One conversations are being held for a more intimate discussion.
 - Center Managers and Supervisors are conducting weekly standup meetings to ensure guidance is reinforced and a continuous conversation with staff happen.
- Team members are focused on advancing our customers and continuous improvement.
- Center leadership has transitioned to normalcy focusing on customer excellence, quality, and performance.
- Deputy Director of Workforce Operations & Partnership continues to lead efforts to re-engage community partners/build partnerships.
- October 7 - Standardized career center hours of operation across the region.

Q1 – Access to Universal Job Seeker Services

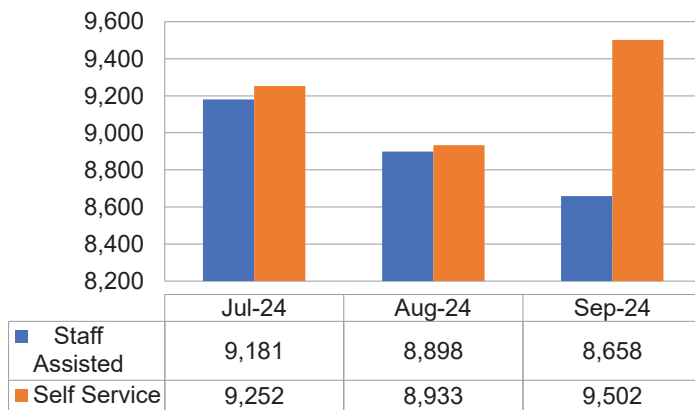


Walk-In Traffic

- **4,719** unique customers visited the career centers
- **8,659** total visits
- Total visits by center:
 1. Rockledge: 1,970
 2. Orange City: 1,920
 3. Palm Bay: 1,910
 4. Daytona Beach: 1,598
 5. Titusville: 800
 6. Palm Coast: 461

Q1 – Job Seekers Services & Outcomes

Region Staff Assisted vs Self Service



Services Provided:

- Job seekers received 54,427 services
- 49.1% of the services were provided by staff.

Top 3 services staff provided:

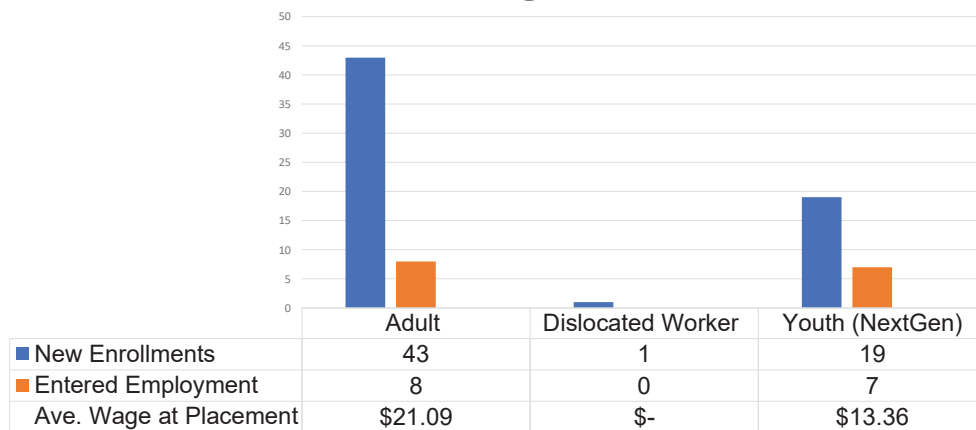
1. Referrals to jobs
2. Staff assisted job search
3. Resume preparation assistance

Entered Employment:

- 573 entered employment recorded
- \$19.44 average wage

Q1 - Workforce Innovation & Opportunity Act (WIOA) Adult, Dislocated Worker & Youth Metrics

WIOA Programs



Q1 – 2024 Summer Earn & Learn Employment Program

Shaping our future workforce!

- Served high school juniors & senior students who qualified for free & reduced lunch.
- Services provided:
 - ✓ Career exploration & coaching
 - ✓ Job readiness training,
 - ✓ Mentorship,
 - ✓ Incentives for achieving certain milestones, and
 - ✓ Valuable work experience in a variety of roles with local area businesses & agencies across Brevard County.
- Participants worked up to 25 hours each week for 6 weeks (June 24 to August 2, 2024) for up to 150 hours at \$15.00/hr.
- 19 Young Adults completed work experiences
- 12 Employer worksites participated.



Also collaborated with the City of Cocoa and City of Titusville to provide pre-employment training & coaching to 18 young adults – 13/City of Cocoa & 5/City of Titusville

Q1 – 2024 Summer Earn & Learn Employment Program

Palm Bay



Rockledge & Titusville



Q1 - Youth (NextGen) Outreach & Career Readiness Activities

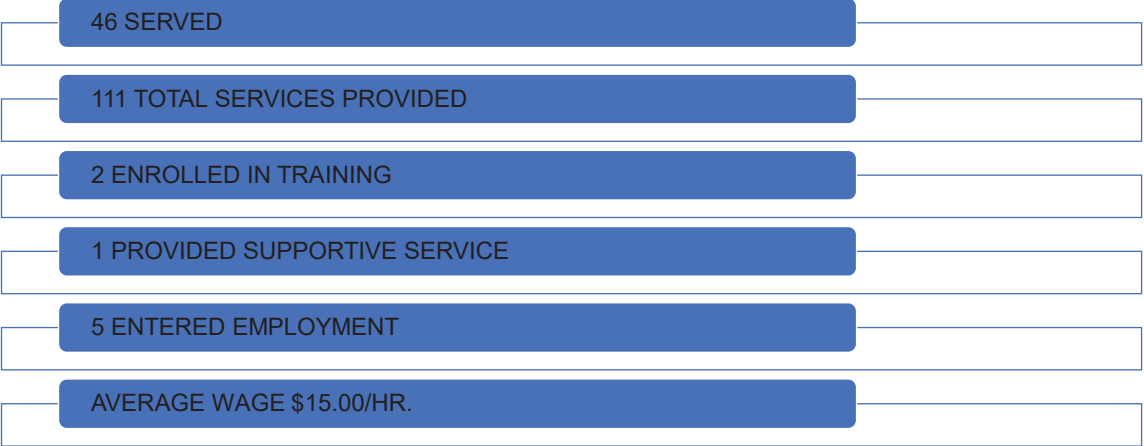
Outreach/Presentations – 50 served:

- Ways for Life
- Eastern Florida State College/Spacetec USA (Cocoa Campus)
- Family Promise of Brevard
- Love Our Youth
- CRT (Juvenile Corrections)
- CTE Brevard County School teachers

Career Readiness Sessions – 4 served



Hope Florida Program (Since March 2024)



Hope Florida Program



Success Story

- Referred by DCF for job search assistance.
- Services/guidance provided by Raven McGhee–
 - Resume assistance;
 - Job search using Employ Florida;
 - Optimizing her LinkedIn profile;
 - Enrollment in Metrix Learning for additional skill development;
 - Dress for success advisement &
 - Mock interview sessions.
- Identified a role that matched her skills & qualifications.
- Referred to an Administrative Assistant position
- Hired within 10 days earning \$17.00/hr.!

Hope Florida Program – Participant Demographic



Welfare Transition Program Success Story

JENNIFER'S BACKGROUND	WORK EXPERIENCE	SERVICES PROVIDED	OUTCOME
<p>55-year-old single mother of a 16-year-old son from Titusville who was referred for career services in June of 2024.</p> <p>10th grade education.</p> <p>Has experienced difficulties obtaining a self-sufficient job.</p>	<p>Housekeeping</p> <p>Food Service</p> <p>Bartending</p>	<p>Kirsten Barrett, Career Advisor II, provided career guidance, job search support.</p> <p>Identified relocation to Mariposa, CA as a viable option where customer had support from family & friends.</p>	<p>Jennifer was able to secure employment earning \$20.00/hr. in CA.</p> <p>Relocation assistance was approved allowing the family to travel to CA, secure an apartment & begin a new life.</p>

Q1 - Job Seeker Workshops

1,938 jobseekers served through various workshops.

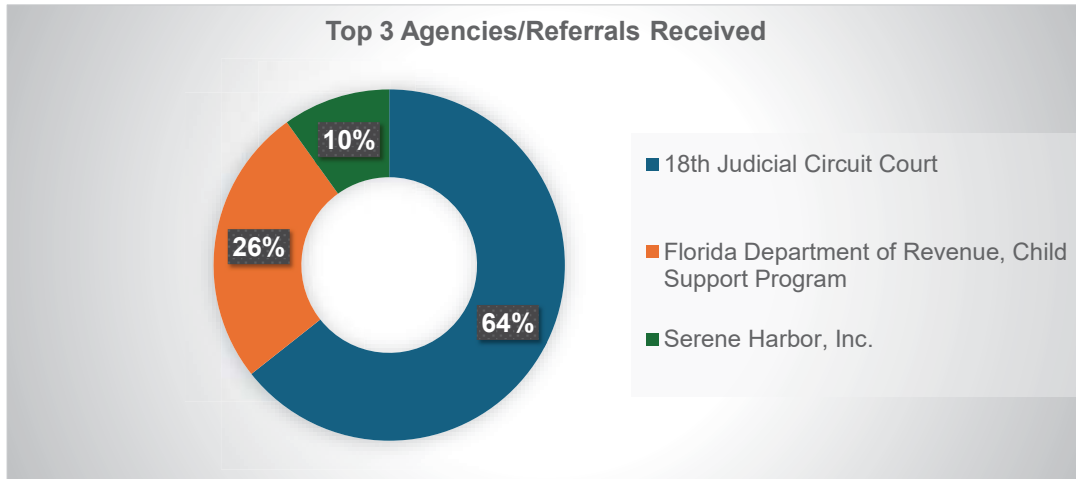
Includes:

- **159** Brevard County Adult & Community Education students via zoom (Orientation to CSBFV & Resume Writing workshops)
- **83** Jobseekers attended "Ask the Recruiters Q & A Panel Discussions. Hosted in Brevard & live streamed to the Flagler Volusia centers.



Q1 – Community Partner Engagement Crosswalk Agency Referral

128 Customers Referred From 9 Community Agencies



Q1 – What Are Customers Saying Customer Satisfaction Survey Results

SURVEYS COMPLETED = 462

Top 3 Services Received

- **36.12%** - Job Search Assistance/Job Screening & Referral
- **27.53%** - Job Readiness (Orientation Workshops, Resume Writing, Interview Preparation, etc.)
- **21.37%** - Applying for Reemployment Benefits/Filing Weekly Claim

How did customers hear about CSB?

- **33.41%** - Walk-In
- **21.40%** - CareerSource Brevard Website
- **13.24%** - Florida Commerce/ Reemployment

Q1 – Customer Satisfaction Survey Results

Key Elements	Overall Rating
Staff were courteous and made them feel welcome	4.79 stars
Staff responded to their requests in a timely manner	4.80 stars
Staff understood their needs & the assistance/information received was helpful	4.82 stars
Would recommend CSB services to others	4.82 stars
Overall experience with CSB has been satisfactory	4.84 stars



Q1 - Customer Satisfaction Survey – Sample Responses



“Kelly Clark conducted a super helpful workshop on How to Answer the Most Common Interview Questions. It was super informative, and she went above and beyond to assist me with answering specific questions. Please recognize her giving my praise amongst her colleagues.”



“Sharlene was extremely helpful to me and others despite being very busy with the amount of people in the office. She provided excellent assistance and had a positive attitude throughout the visit.”



“Chavis Williams was excellent in providing a high level of professionalism and superb navigational abilities in addressing my needs. I highly recommend the services provided here at this location.”



Contractor Performance

Erma Shaver
Contract Analysis Manager



Contractor Performance Legend

The following legend is used throughout the presentation:



The Blue Bar represents the Minimum Performance Goal



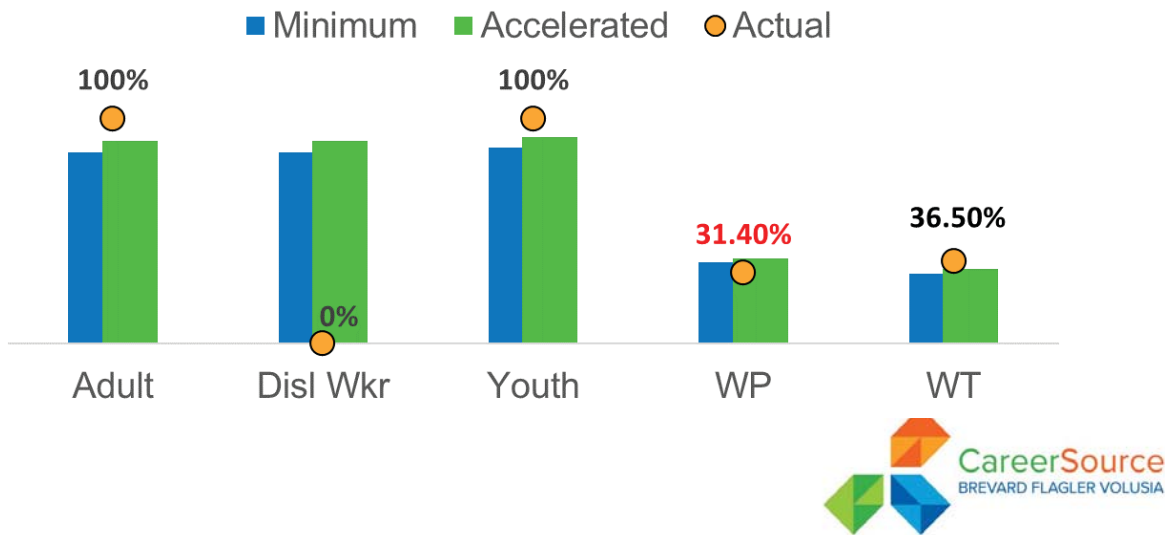
The Green Bar represents the Accelerated Performance Goal



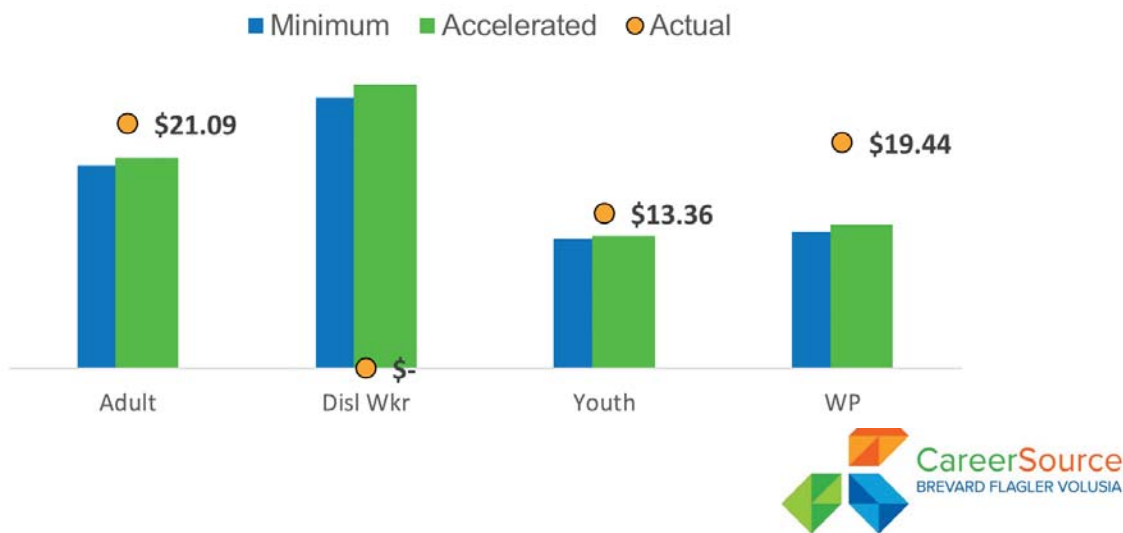
The Gold Circle indicates the Actual Performance Attained

Actual Performance labels are shown in **black text** if the measure met or exceeded Minimum or Accelerated and in **red text** if actual performance fell below the minimum goal.

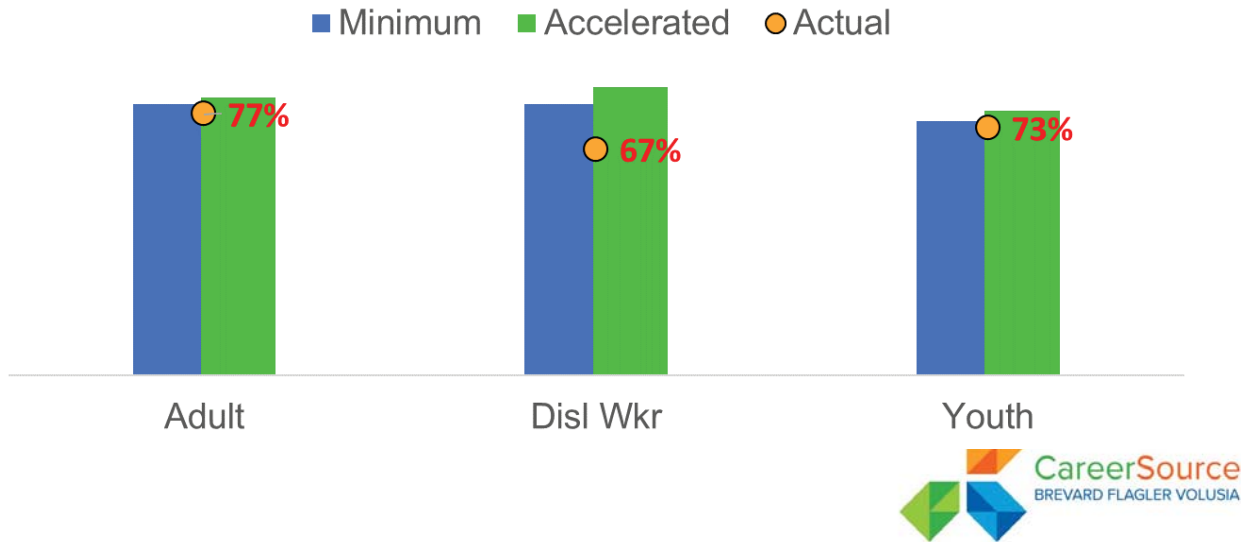
Entered Employment Rate – Q1



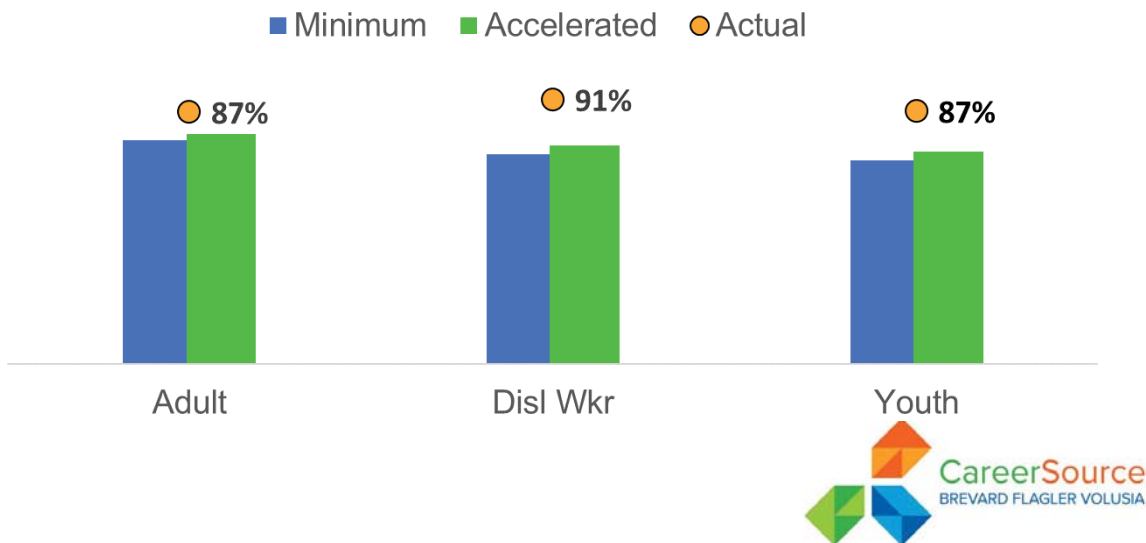
Average Hourly Wage Rate – Q1



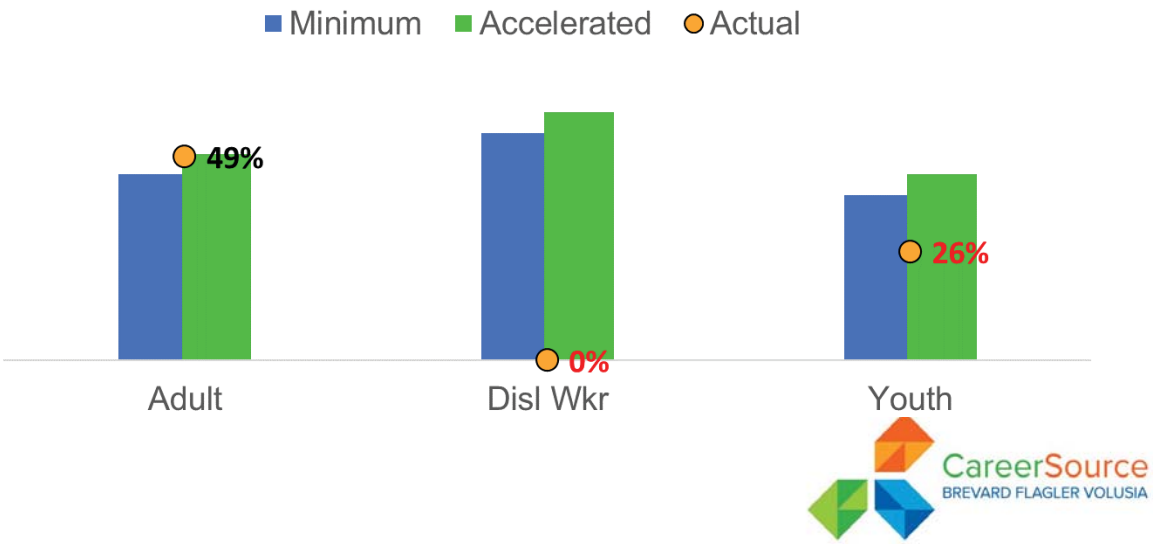
1 Year Retention Rate – Q1



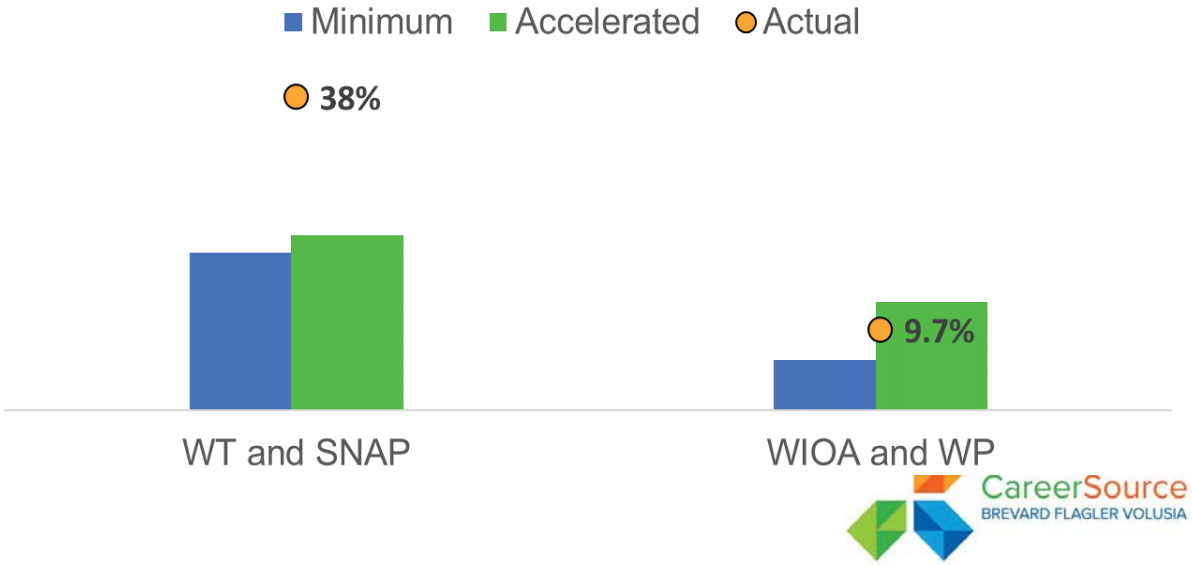
Credential Attainment Rate – Q1



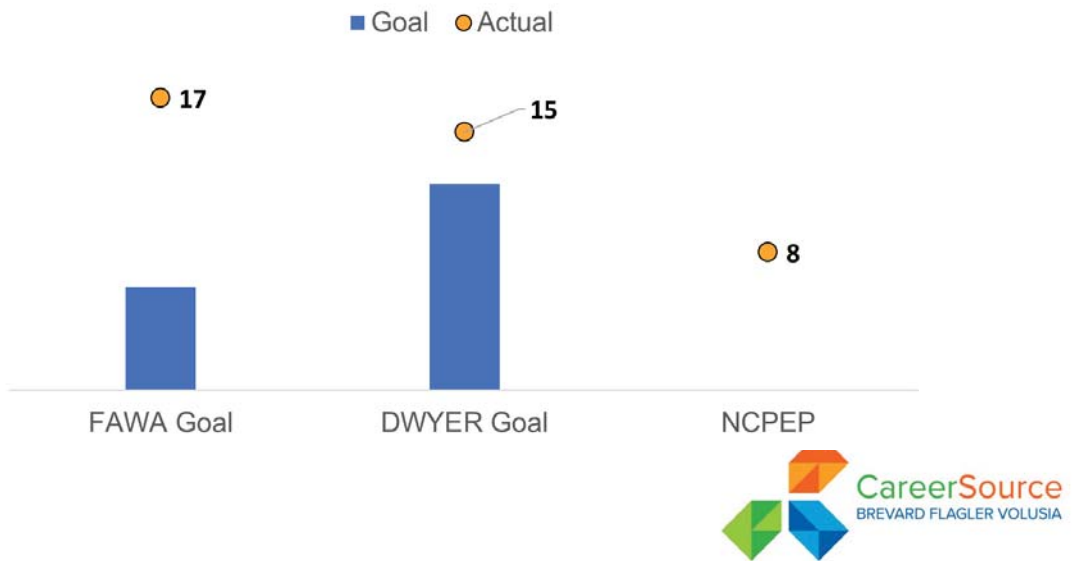
Measurable Skills Gain Rate – Q1



Enrolled in Work Related Training – Q1



Additional Measures – Q1



Contractor Performance – Q1

Missed – 6 of 18 Measures

Attained or Exceeded Minimum Performance – 12 of 18 Measures

Attained or Exceeded Accelerated Performance – 10 of 18 Measures

