



SOUTH FLORIDA WORKFORCE INVESTMENT BOARD

EXECUTIVE COMMITTEE MEETING

**Tuesday, November 1, 2011
8:15 A.M.**

South Florida Workforce Investment Board Headquarters
7300 Corporate Center Drive
5th Floor - Conference Room 3
Miami, Florida 33126

AGENDA

1. Call to Order and Introductions
2. Approval of Executive Committee Meeting Minutes
 - A. September 20, 2011
3. Information – By-Laws Task Force
4. Information – Regional Workforce Board Plan Modification Update
5. Information – Modifications to Workforce Florida, Inc. Contracting Policy

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2.A

SFWIB - Executive Committee

November 1, 2011

**MINUTES OF SFWIB EXECUTIVE
COMMITTEE SEPTEMBER 20, 2011**

South Florida Workforce Investment Board
 Executive Committee Meeting
 September 20, 2011 at 8:15 A.M
 South Florida Workforce Investment Board Headquarters
 7300 Corporate Center Drive, 5th Floor - Conference Room 3

EXECUTIVE COMMITTEE MEMBERS IN ATTENDANCE	EXECUTIVE COMMITTEE MEMBERS NOT IN ATTENDANCE	OTHER ATTENDEES
1. West, Alvin, <i>Chairman</i> 2. Piedra, Obdulio <i>Vice-Chairman</i> 3. Fils-Aime, Sr., Daniel 4. Gaber, Cynthia 5. Perez, Andy	6. Ferradaz, Gilda 7. Gibson, Charles A. 8. Marinelli, Frederick	Cordoba, Manny – <i>SER Jobs</i> Gaviria Lopez, Beatriz – <i>SER NMB</i> Gutierrez, Eleonora – <i>Community Coalition, Inc.</i> Nunez, Guadalupe – <i>Community Coalition, Inc.</i> Rodriguez, Maria – <i>Youth Co-Op, Inc.</i> Someillan, Ana – <i>Adults Mankind Organization</i>
	SFWIB STAFF Beasley, Rick Almagro, Olivia Edwards, Phillip Hernandez, Juan Kavehers, Cheri Jean-Baptiste, Antoinette Morgan, Myria Smith, Marian	(AMO)

Agenda items are displayed in the order they were discussed.

1. Call to Order

Mr. Alvin West, SFWIB Chairman called the meeting to order at 8:27am, welcomed all those present and asked the members to introduce themselves.

Quorum Achieved

2. Approval of Executive Committee Meeting Minutes for July 19, 2011

Mr. Obdulio Piedra moved the approval of July 19, 2011 meeting minutes and motion was seconded by Ms. Cynthia Gaber; **Further Discussion(s):**

Mr. Piedra requested the word “Finance” be deleted from the last sentence on page 4 in item# 8.

Minutes Passed

All in favor with no opposition

2. Information – Consumer Report Card Update

Mr. Beasley, SFWIB Executive Director read the item and noted that the current consumer report card table indicated the South Florida economy increased by \$673,665 for every dollar spent on training and SFWIB obtained a return of \$1.94. In addition, nearly 93% of the WIA participants completed training. Of those completing training, 46 percent have obtained employment. He also noted that he and staff attended the US Conference of Mayors in Washington D.C. where SFWIB’s Balance and Consumer Report Cards were presented and received positive feedback.

No further questions or discussions.

4. Information – Communications Meeting Update

Mr. Beasley presented the item and reviewed with the Committee the communication plan, specifically discussing the following areas:

- Branding
- Target Audiences
- Measuring Results

Mr. Piedra requested a budget for the current plan, as well as monthly updates and success stories.

Mr. Perez commented that the plan is moving in the right direction and asked whether sample surveys can be conducted at one-stop centers. He further inquired about the current unemployment rate that showed a decrease during the last reporting period. Mr. Beasley provided explanation.

Mr. West requested that staff present the communication plan to the service providers for their feedback.

5. Information – Regional Workforce Board Plan Modification

Mr. Beasley presented the item and reviewed with the Committee the Modified Workforce Board Plan. He noted that all Regional Workforce Boards were required to submit a plan for the period of July 1, 2011 to June 30, 2012 and community forums have been scheduled.

Mr. West requested that a bullet point summary of the workforce plan be provided to the Board. Mr. Beasley responded that a summary of the plan will be presented via PowerPoint and community forums have been scheduled in the month of October.

6. Recommendation as to Approval to Accept and Allocate Refugee Employment & Training Services Funds

Mr. Beasley presented the item and noted the recommendation for approval to authorize staff to accept and allocate Refugee Employment and Training Services (RET) funds. He explained that the program assists newly-arrived eligible clients in obtaining employment, learning English, acquiring job skills and overcoming legal and medical difficulties.

Mr. Andy Perez moved the approval to accept and allocate refugee employment & training services funds. Motion was seconded by Mr. Obdulio Piedra; **Motion Passed**

New Business:

Mr. Beasley informed the Committee of University of Miami's new life sciences campus opening ceremony.

Mr. Piedra requested an update on modification of the By-Laws and Mr. West requested creating a By-Laws Committee or taskforce. Mr. Beasley suggested having a meeting with members of the Executive Committee and other members of the Board to meet with the Attorney's Office.

Mr. West provided the members with an update on upcoming State Board meeting that will be held in Miami.

Mr. West asked if there were any questions or concerns, then adjourned the meeting at 9:05am.



3.

SFWIB – Executive Committee

November 1, 2011

By-Laws Task Force Update

Information Item

BACKGROUND

The existing SFWIB By-Laws were approved by the Board on April 16, 2009. The By-Laws empower the SFWIB Chair to establish committees and task forces of the SFWIB subject to approval of the SFWIB. All committees and task forces shall have the power to make recommendations to the SFWIB on the matters assigned to the committee or task force by the Chair. Moreover, the By-Laws empower the SFWIB Chair to appoint all of the chairs of committees and task forces of the SFWIB and all members of all committees and task forces of the SFWIB subject to approval of the SFWIB. Accordingly, at its October 20, 2011 meeting, the SFWIB Chair recommended for approval by the SFWIB a By-Laws Task Force composed of the following Board members:

- Mr. Bernardo Adrover, By-Laws Task Force Chair
- Ms. Edith Zewadski-Bricker
- Mr. Clarence Brown
- Mr. Thomas Roth

The Board approved the SFWIB Chair’s recommendation. The task force is charged with reviewing the By-Laws and suggesting amendments. The task force will have its inaugural meeting during November 2011.

Attachment

BY-LAWS OF THE SOUTH FLORIDA WORKFORCE INVESTMENT BOARD

Article I – Authority

- (A) Pursuant to Paragraph 1.f. of the Interlocal Agreement Creating The South Florida Workforce Investment Board For Region 23 of the State of Florida, Chapter 445, Florida Statutes, and applicable State and federal law, the South Florida Workforce Investment Board (hereinafter the “SFWIB”) hereby creates and establishes SFWIB By-Laws for the governance of the South Florida Workforce Investment Board. The composition of the SFWIB and the appointment, terms, and removal of members of the SFWIB are set forth in Paragraph 1.k. of the Interlocal Agreement Creating The South Florida Workforce Investment Board For Region 23 Of The State Of Florida.

Article II – Adoption and Amendment

- (A) **The SFWIB shall adopt these By-Laws** at any meeting of the SFWIB upon the affirmative vote of a majority of the then appointed membership of the SFWIB who are empowered to vote.
- (B) Amendment of these By-Laws may occur at any meeting of the SFWIB upon fourteen calendar days prior notice to the members of the SFWIB that amendment of these By-Laws shall be on a particular agenda of the SFWIB and upon the affirmative vote of two-thirds of the then appointed members of the SFWIB who are empowered to vote.

Article III – Officers of the Board

(A) The Chair of the SFWIB shall be elected by the SFWIB at a meeting of the SFWIB in accordance with Pub. L. No. 105-220, Title I, s. 117(b)(2)(A)(i). The Chair may be removed from office as Chair without cause at any time upon the affirmative vote of a majority of the then appointed members of the SFWIB who are empowered to vote.

- (1) The Chair of the SFWIB shall be the presiding officer at all meetings of the SFWIB.
- (2) The term of the Chair of the SFWIB shall not exceed two years and shall serve no more than two terms in office or four years, whichever is less.
- (3) The Chair of the SFWIB shall appoint all of the chairs of committees and task forces of the SFWIB and all members of all committees and task forces of the SFWIB, subject to the approval or ratification of the SFWIB. All such committee and task force chairs and members of committees and task forces of the SFWIB shall serve at the pleasure of the Chair of the SFWIB and the Chair of the SFWIB may remove the chair of any such committee or task force and any and all such committee members or task force members, without cause at any time.
- (4) The Chair of the SFWIB shall serve as a nonvoting, *ex officio* member of all committees of the SFWIB and task forces of the SFWIB and the presence of the Chair of the SFWIB shall not count for the purposes of determining the existence of a quorum at any meeting of a SFWIB committee or SFWIB task force.

- (B) The Vice-Chair of the SFWIB shall be elected by the SFWIB at a meeting of the SFWIB. The Vice-Chair shall be elected from among the representatives described in Pub. L. No. 105-220, Title I, s. 117(b)(2)(A)(i). The Vice-Chair may be removed from office as Vice-Chair without cause at any time upon the affirmative vote of a majority of the then appointed members of the SFWIB who are empowered to vote.
- (1) **The Vice-Chair of the SFWIB shall be the presiding officer at any meeting of the SFWIB when the Chair of the SFWIB is absent.**
 - (2) The term of the Vice-Chair of the SFWIB shall not exceed two years and shall serve no more than two terms in office or four years, whichever is less.
 - (3) In the event that the office of the Chair of the SFWIB is vacant, the Vice-Chair shall assume the duties and powers set forth in (A)(1), (3) and (4) hereinabove until such time as the office of the Chair of the SFWIB is no longer vacant.
- (C) The Executive Director of the SFWIB shall serve *ex officio* as the Secretary of the SFWIB.
- (1) **The Secretary is hereby empowered to authenticate and certify documents of the SFWIB and to utilize the official seal of the SFWIB to authenticate and certify documents of the SFWIB.**
 - (2) The Secretary shall seek to insure that the proceedings of all SFWIB meetings, SFWIB committee meetings, and SFWIB task force meetings

and any other meetings of the SFWIB are noticed and recorded in accordance with the Public Meetings Law of the State of Florida.

- (3) In the absence or unavailability of the Secretary of the SFWIB, the Secretary shall appoint a member of the staff of the SFWIB to serve as the Secretary Pro Tem for any such meeting. The Chair of the SFWIB shall be notified of such appointment, or, in the event of a vacancy in the office of the Chair, the Vice-Chair shall be notified of such appointment.
- (4) In the event that the office of the Secretary is vacant, the Chair, or in the event of a vacancy in the office of the Chair, the Vice-Chair, shall appoint a member of the staff of the SFWIB to serve as the Secretary Pro Tem of the SFWIB until such time as the office of the Secretary of the SFWIB is no longer vacant.

Article IV – Committees and Task Forces

- (A) The Finance Committee shall be a standing committee of the SFWIB and shall meet with respect to those matters assigned to said Committee by the Chair or, in the event there is a vacancy in the office of the Chair, by the Vice-Chair. The Finance Committee shall make recommendations to the SFWIB on the matters so assigned to the Finance Committee.
- (B) All other committees of the SFWIB and task forces of the SFWIB shall be established in accordance with federal and State law by the Chair, or in the event of a vacancy in the office of the Chair, by the Vice-Chair, subject to the approval or ratification of the SFWIB. All committees and task forces shall be consistent with federal and State law. All committees and task forces shall have the power

to make recommendations to the SFWIB on the matters assigned to the committee or task force by the Chair, or in the event there is a vacancy in the office of the Chair, by the Vice-Chair.

Article V – Procedure

- (A) All meetings of the SFWIB, committees of the SFWIB and task forces of the SFWIB shall be conducted in accordance with Robert's Rules of Order, 10th Edition, First Printing October 2000, ISBN-O-7382-0384-X (hardback)/0-7382-0307-6 (paperback), except that the SFWIB By-Laws shall prevail in the event of a conflict with the aforesaid Robert's Rules of Order, 10th Edition. Except as provided in Section 445.07, Fla. Stat. or as otherwise provided in the SFWIB By-Laws, an affirmative vote of a majority of the voting members of the quorum present shall be required for the SFWIB to take any action and for committees and task forces of the SFWIB to take any action.
- (B) Any member of the SFWIB or any member of any committee or task force of the SFWIB with a conflict of interest on a matter shall refrain from voting or otherwise participating in the proceedings related to that matter and shall leave the public meeting room or other place of the public meeting until the consideration of that matter is concluded. Any such person who does not leave the public meeting room or other place of the public meeting shall be deemed absent for purposes of constituting a quorum, counting the vote or for any other purpose.
- (C) The SFWIB shall meet not less than four times per calendar year. Special meetings of the SFWIB may be called by the Chair, or in the event of a vacancy in the office of the Chair, by the Vice-Chair or by a request in writing signed by

not less than a majority of the then appointed members of the SFWIB who are empowered to vote and said written, executed request is filed with the Secretary of the SFWIB.

- (D) In accordance with Chapter 445, Florida Statutes, if the SFWIB enters into a contract with an organization or individual represented on the SFWIB, the contract must be approved by a two-thirds vote of the entire SFWIB. The Board member who could benefit financially from the transaction must abstain from voting on the contract. Regardless of whether or not a particular member or members of the SFWIB will be attending the meeting of the SFWIB when such contract may be discussed or approved by the SFWIB at a public meeting of the SFWIB, it shall be the duty of *all* members of the SFWIB, regardless of the member's intention or plan to attend or not to attend such meeting, to contact and advise the Secretary of the SFWIB of any such contract as soon as possible and prior to any such contract being considered by the SFWIB for discussion or action or vote.
- (E) **In the event that any member of the SFWIB fails to be physically present at fifty (50) per cent or more of the meetings of the SFWIB, excluding committee and task force meetings of the SFWIB, occurring during any twelve (12) month period, then it shall be the duty and responsibility of the Executive Director of the SFWIB to notify the Chief Elected Official who appointed the member.**



4.

SFWIB – Executive Committee

November 1, 2011

**Regional Workforce Board Plan
Modification Update**

Information Item

BACKGROUND

On September 30, 2011, SFWIB staff submitted Regional Workforce Board 23's Local Plan Modification to the Workforce Florida, Inc. The plan is required under Title I of the Workforce Investment Act and covers the time period of July 1, 2011 to June 30, 2012. In compliance with the Local Plan Modification Instructions, SFWIB held community forums throughout the region to gain comment and input into the development of the plan from the public and workforce partners. All comments received during the forums were included in the plan submission.



5.

SFWIB – Executive Committee

November 1, 2011

**Modifications to Workforce Florida, Inc.
Contracting Policy**

Information Item

BACKGROUND

On August 18, 2011, Workforce Florida, Inc. (WFI) adopted Modifications to its contracting policy. The policy prohibits the use of state and federal funds by a Regional Workforce Board (RWB) for any contract exceeding \$25,000 between a RWB and a member of that board that has any relationship with the contracting vendor, unless the contract has been reviewed by the FL Department of Economic Opportunity (DEO) and WFI. Bulleted below are the principal modifications:

- Modifies the two-thirds vote requirement under s. 445.007(1) from a vote of the entire board (including those not in attendance) to a vote of those board members in attendance once a quorum has been established;
- Reduces RWB reporting requirements by eliminating the need to report to DEO contracts under \$25,000;
- Precludes a RWB from contracting with one of its own board members, with an organization represented by its own board member or with any entity where a board member has any relationship with the contracting vendor unless an exemption applies; an exempted contract includes a contract with an agency when said agency is represented by a board member and said member does not personally benefit financially from such contract; and
- Clarifies that contracts in which a RWB receives funds (as opposed to paying funds from state and federal appropriations) for payments such as rent or providing services are exempt from the policy.

Moreover, the DEO WFI revised contracting policy Q&A recommends that Training Vendor Agreements involving a board member be subject to the two-thirds vote requirement and submitted to the DEO for review.

Attachments

MODIFICATIONS TO
WORKFORCE FLORIDA, INC. CONTRACTING POLICY

BACKGROUND:

The following policy was established in accordance with proviso language for Specific Appropriation 2214 of the 2010 General Appropriations Act and the 2010 Appropriations Implementation Bill and continues in accordance with Specific Appropriation 2006 of the 2011 General Appropriations Act.

The proviso language for Specific Appropriation 2006 prohibits the use of state or federal funds by a regional workforce board “for any contract exceeding \$25,000 between a regional workforce board and a member of that board that has any relationship with the contracting vendor, unless the contract has been reviewed by the Agency for Workforce Innovation and Workforce Florida, Inc.” The proviso language is incorporated into and made a part of this policy.

POLICY:

I) Definitions.

For the purposes of this policy, the following definitions apply:

- a) “Board” means one of Florida’s twenty-four regional workforce boards or Workforce Florida, Inc.
- b) “Contract” means a written agreement funded by state or federal funds, to which a regional workforce board or Workforce Florida, Inc. (“WFI”) is one of the parties. It includes the initial contract and all amendments, renewals or extensions. For purposes of this policy, “contract” includes the proposed contract. This term does not include:
 - i) retail purchases for which no written contract is executed; and
 - ii) the purchase of utility services for use by a board.
 - iii) staff employment contracts (other than contracts with members of the board or relatives of board members)
 - iv) membership fees and sponsorships to professional organizations
- c) “Entire board” means the complete membership of the board at the time a contract is submitted to a vote. It includes the board member who has a relationship with the contracting vendor and who therefore must abstain on the vote on the contract. Membership of the board includes non-voting members.
- d) “Quorum” means that minimum number of members of the board required to be present in order for the board to transact business as established by the board’s bylaws (or, in the absence of bylaws, as has otherwise been established by the board.)
- e) “When a quorum has been established” means the contemporaneous meeting of a sufficient number of members to constitute a quorum, in person and/or through accepted electronic means.

- f) “has any relationship with the contracting vendor” means the member is an owner or a principal of the vendor, or a principal of the vendor has retained the member, or the parent organization or subsidiary of a corporate principal of the vendor has retained the member or a member’s known relative or member’s business associate is an owner of the vendor. For purposes of this policy, vendor, contractor and subrecipient are the same.
- g) “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 relative or business associate or to a board employee and such benefit is not remote or speculative. “Personally benefit financially” means a special private financial gain to a member only.
- h) “Owner” means any ownership interest in a privately owned contracting entity or a majority interest in a publicly held contracting entity.
- i) “Principal of a contractor” means an owner or high level management employee with decision making authority.
- j) “Relative” means father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law. § 112.3143(1)(b), Fla. Stat.
- k) “Utility services” include telephone, cable, electricity, water, gas, waste and sewage services and other similar services.
- l) “federal, state or other governmental workforce programs” means Incumbent Worker Training (s. 445.003(3)(a)(3), F.S.), Quick Response Training (s. 288.047, F.S.), Employed Worker Training, On the Job Training, customized training and other One-Stop training provider services.

II) Prohibition Against A Board Contracting With Its Board Member

No workforce board (Workforce Florida, Inc. or a regional workforce board) shall enter into a contract with one of its own board members, with an organization represented by its own board member or with any entity where a board member has any relationship with the contracting vendor.

At a board’s discretion, the following may be exempted from the above paragraph:

- a) A contract with an agency (as defined in s. 112.312(2), including, but not limited to, those statutorily required to be board members) when said agency is represented by a board member and said member does not personally benefit financially from such contracts;
- b) A contract with a board member or a vendor (when a board member has any relationship with the contracting vendor) when the contract relates to the member’s appointment to the board under Pub. L. No. 105-220, (“Workforce Investment Act”) Title I, s. 117(b)(2)(A)(vi) [“representatives of the one-stop partners”].

- c) A contract with a member receiving a grant for workforce services under federal, state or other governmental workforce programs.
- d) A contract between a board and a board member which is not exempted under paragraphs II(a), II(b) or II(c) where the board documents exceptional circumstances and/or need and the board member does not personally benefit financially from the contract. Based upon criteria developed by WFI, AWI shall review the board's documentation and assure compliance.

Each contract which is exempted from the general prohibition in paragraph II must meet the requirements set forth in paragraph III below, including, but not limited to, the requirements of the Workforce Investment Act of 1998 "conflict of interest" provisions. However, since the proviso language for Specific Appropriation 2006 requires WFI to perform the review and approval process pertaining to regional workforce board contracts, WFI contracts shall not be subject those provisions of this policy pertaining to review and approval processes.

III) Requirements of Section 445.007.

A board must comply with all requirements of section 445.007 prior to contracting with a board member or other person or entity who could benefit financially from a contract (as defined in paragraph I(g) above). These requirements are:

- a) All contracts between the board and a board member or other person or entity who may benefit financially from a contract (as defined in paragraph I(g) above) must be approved by a two-thirds vote of the board when a quorum has been established and the approval of such contracts shall not be delegated to staff or committees.
- b) The fact that a board member or other person or entity could benefit financially from the contract (as defined in paragraph I(g) above) must be disclosed in the meeting, and made part of the minutes of the meeting before the vote is taken. The board member's absence from the meeting does not relieve the board from the disclosure and 2/3 vote requirements. All other known conflicts must be disclosed before the vote. If a board member discovers a conflict of interest after the vote, then the conflict must be disclosed in a procedure consistent with s. 112.3143(4)(b). Board members who could benefit financially from the contract or who have any relationship with the contracting vendor (as defined in paragraph I(f) above) must abstain from voting on the contract. A board member's designee cannot vote in the place of a board member who is required to abstain.
- c) Board contracts equal to or greater than \$25,000 shall not be executed prior to the written approval of WFI.
- d) The board must submit all contracts equal to or greater than \$25,000 with board members or other persons or entities who could benefit financially from the contract to the Agency for Workforce Innovation ("AWI") along with documentation, as specified by this policy, demonstrating compliance with section 445.007.
- e) Contracts under \$25,000 with a board member or other persons or entities who could benefit financially from the contract (as defined in paragraph I(g) above) must be

- approved by a two-thirds vote of the board when a quorum has been established and meet the other requirements of s. 445.007, but are exempt from the AWI and WFI's review and recommendation process and do not need to be reported..
- f) Contracts with a board member or other persons or entities who could benefit financially from the contract (as defined in paragraph I(g) above) in which the board is receiving monies or other compensation (such as a board member paying rent to the board or paying for board services) are exempt from this policy.
 - g) The term "contract" includes the initial contract and all amendments, renewals, or extensions. Renewals or extensions of contracts with a board member or persons or entities who could benefit financially from the contract must be approved under the same procedure as if the renewal or extension were an original contract. Any amendments to a contract which could benefit financially a board member or another person or entity (as defined in paragraph I(g) above) must be approved under the same procedure as if the amendment were an original contract. Any amendments which do not benefit financially a board member or other person or entity (as defined in paragraph I(g) above) may be approved by a regular majority vote where there is a quorum according to board rules and/or bylaws.
 - h) All other requirements of section 445.007(1) must be met. For example, a board member must continue to disclose any conflict of interest in a manner that is consistent with the procedures outlined in s. [112.3143](#).
 - i) In order to comply with the requirements of section 445.007, a board's policy shall advise and require board employees to disclose known conflicts of interest and notify the board of any contracts which may benefit them personally. In order to comply with the requirements of section 445.007, a board's policy shall advise and require all parties to a contract to disclose all known conflicts of interest and notify the board of all board members or other persons or entities known to benefit financially from the contract (as defined in paragraph I(g) above).
 - j) A contract which is initially subject to the requirements of s. 445.007 due to a board member's, an employee's or another person's or an entity's conflicts of interest at the time of approving the contract is not subject to these procedures after the departure of the member from the board membership, the departure of the employee from the board's employ or other actions has removed the conflicts of interest.
 - k) The above requirements do not eliminate or diminish the board's obligations to comply with Section 117(g) of the Workforce Investment Act of 1998 (Public Law 105-220) ("WIA") "Conflict of Interest" procedures.

IV) Review criteria.

Contracts equal to or greater than \$25,000 with a board member or other person or entity who could benefit financially from the contract (as defined in paragraph I(g) above) must be reviewed by AWI to ensure that these requirements have been met:

- a) The board approved the contract with a two-thirds vote of the board when a quorum has been established;
- b) Board members who could benefit financially from the contract or board members who have any relationship with the contracting vendor disclosed any such conflicts prior to the board vote on the contract; and
- c) Board members who could benefit financially from the contract or board members who have any relationship with the contracting vendor abstained from voting.

V) Required Documentation.

For each contract equal to or greater than \$25,000, the board must electronically submit after the board's approval of the contract a completed contract information form certified by the board chair as correct and true to [*identify mailbox address*] containing the following information:

- a) Identification of all parties to the contract.
- b) Description of goods and services to be procured.
- c) Value of the contract, contract renewal or contract extension.
- d) Contract term
- e) Contract number or identifying information, if any
- f) Identification of board member or employee whose conflict of interest required the board's approval of the contract by 2/3 vote.
- g) The nature of the conflict of interest in the contract.
- h) 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 and for those in attendance, the affirmative and negative votes and abstentions for each member.
- i) Dated and executed conflict of interest forms, which are consistent with the procedures outlined in s. 112.3143, submitted at or before the board meeting, for board members who have any relationship with the contracting vendor (as defined in paragraph I(f) above)
- j) Other information as specified on the contract information form.

AWI and WFI will review this documentation to ensure compliance with the statutory requirements listed in paragraph III above. Failure to timely provide all required documentation or failure to complete the form shall result in immediate disapproval of the contract and require resubmission of documentation and form. AWI will electronically submit in writing to WFI within five (5) business days of receiving all of the required documentation its recommendation whether the statutory requirements were met. WFI will then electronically transmit in writing within three (3) business days after receipt of the AWI's written recommendation its approval or disapproval . The board may not execute the contract until WFI approves the contract.

VI) Request for Review When Contract Approval Is Denied.

A party to the contract may request a review of WFI's disapproval of a contract. Strict compliance with the following procedures is required.

- a) The request for review must be in writing, must state specific grounds for review, and must provide all information required for review of the stated grounds. Failure to state specific grounds may be cause for denial of the request without further review.
- b) The request for review must be received by WFI not later than ten (10) calendar days from the date of WFI's denial and may be submitted electronically to [identify name of electronic mailbox] or by any other means of delivery, i.e. mail service, hand delivery or facsimile. Any request for review that is not received by WFI within this timeframe will be rejected without further consideration.
- c) Within seven (7) calendar days of receipt, the WFI President or designee will issue a final decision on the request for review. The Chair of Workforce Florida or its Board of Directors may direct the President to present such reviews to the Executive Committee. No review under this policy will be presented to the WFI Board of Directors unless, at the discretion of the Chair, such full board review is deemed to be necessary.

VII) Effective Dates of Policy

- a) These modifications shall be in effect upon WFI's adoption. The Workforce Florida, Inc. Contracting Policy adopted May 13, 2010 shall be in effect until the adoption of these modifications.
- b) All references to the Agency for Workforce Innovation or AWI shall change to the Department of Economic Opportunity upon the effective date established by law without further modification of this policy.

CONTRACT INFORMATION FORM

This form is to seek approval of a contract valued at \$25,000 or more involving a 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 came before the _____ (Regional Workforce Board).

a. Identification of all parties to the contract: _____

b. Description of goods and services to be procured: _____

c. Value of the contract/renewal/extension: _____

d. Contract term: _____

e. Contract number or other identifying information, if any: _____

f. Identification of board member or employee whose conflict of interest required the board's approval of the contract by 2/3 vote.

g. The nature of the conflicting interest in the contract: _____

h. The board member with the conflict of interest was/was not present when the board voted to approve the 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 and for those in attendance, the affirmative and negative votes and abstentions for each member.

j. Dated and executed conflict of interest forms, which are consistent with the procedures outlined in s. 112.3143, submitted at or before the board meeting, for board members who have any relationship with the contracting vendor (as defined in paragraph I(f) of the Workforce Florida, Inc. contracting policy.)

I certify that the information above is true and correct.

Date filed

Signature of Board Chair*
or designee of the Board

* Must be certified and attested to by the Board Chair or designee of the Board.

**DISCLOSURE OF BOARD MEMBER’S OR EMPLOYEE’S
CONFLICT OF INTEREST IN THE CONTRACT**

I, _____, am a board member / an employee of the board (circle one). I hereby disclose that:

I could benefit financially from the following contract (provide name of parties to contract and description of the contract):

I could benefit financially from the contract in the following manner:

“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 relative or business associate or to a board employee and such benefit is not remote or speculative.

Date filed

Signature of Board Member/Employee

NOTICE: CONFLICTS OF INTEREST REGARDING BOARD MEMBERS AND BOARD EMPLOYEES MUST BE DISCLOSED PRIOR TO THE BOARD’S VOTING TO APPROVE THE CONTRACT; BOARD MEMBERS WHO BENEFIT FINANCIALLY OR WHO HAVE A RELATIONSHIP WITH THE CONTRACTING VENDOR MUST ABSTAIN FROM THE VOTE, AND THE CONTRACT MUST BE APPROVED BY A 2/3 VOTE OF THE BOARD WHEN A QUORUM HAS BEEN ESTABLISHED. COMPLETION OF THIS FORM DOES NOT IN ANY WAY SUPERCEDE OR SUBSTITUTE FOR COMPLIANCE WITH CONFLICT OF INTEREST DISCLOSURE REQUIREMENTS OF SECTION 112.3143, FLA. STAT. OR SECTION 117(g), WIA.

CONTRACTOR DISCLOSURE AND CERTIFICATION

For purposes of the contract between _____ (Regional Workforce Board) and _____ (contractor), the following disclosure is made:

The principals* and owners** of the contracting entity:

____ have no relative who is a member of the board;

____ have a relative who is a member of the board, whose name is _____.

There is / is not (circle one) a principal or owner who is a member of the board. If applicable, the principal's or owner's name is _____.

There is / is not (circle one) a principal or owner who is an employee of the board. If applicable, the principal's or owner's name is _____.

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

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

I hereby certify that the information above is true and correct.

Date filed

Signature of Authorized Representative

Printed Name

Title

The following are questions and answers related to the revised WFI contracting policy. These answers are intended to offer guidance relative to the general understanding of the policy and should not substitute for your own independent review of particular contracting circumstances within your own workforce region. Please also note that current state and federal conflict of interest procedures continue to apply in all circumstances and that federal procurement requirements in 29 CFR 97.36 also continue to apply in all contracting situations.

1. *Where can I find a word version of the revised WFI contracting Policy?* See [attached](#) file.
2. *What is WFI's position about contracts already in place with companies that have workforce board members as employees that were not required to be submitted to AWI and WFI for review and approval (i.e., public agencies)? Are they grandfathered in? If so, for what period of time? If no grandfathering provisions are available, what action must be taken, if any, with these board member companies and contracts between now and the next scheduled board of directors meeting where the RWDB will discuss and decide whether to vote for any exemptions to WFI's new policy?* If the contract was in place before 8/18/11 when the revised WFI contracting policy was adopted, the previous WFI policy, and the s. 445.007, F.S. and WIA conflict of interest provisions apply. The federal procurement requirements in 29 CFR 97.36 (USDOL) and 45 CFR 74.42 (DHHS) also apply. If all of these provisions were followed, the contract may continue. However, if legal requirements were not followed, you should consult your legal counsel about appropriate steps to take.
3. *If the RWDB does not vote to exempt a board member with a current contract, does WFI/AWI recommend that the contract be cancelled?* We do not understand this question. The policy has no provision requiring that or referring to a board voting to exempt a board member from a current contract. See also response to 1 above in the event it applies.
4. *If so, what cancellation process we should follow and what contract close out costs are allowable? How immediate must the effective date be of this contract cancellation? What written guidance can you provide on this potential?* See response to 2 above.
5. *What expectations does WFI have in regard to the procedures and actions a RWDB must take to identify a board member's relative that might benefit financially from a procurement action by a RWDB? If staff are not aware of a potential conflict, what action(s) does WFI expect the RWDB to take to ensure compliance with your policy?* It is expected that the RWDB staff will follow established conflict of interest disclosure procedures that should require the board or staff member to fully disclose any conflict by themselves or a relative and to certify that disclosure. *Can we rely on a board member's self-disclosure if a contract comes before the board or must we be more proactive and collect names of relatives and places of employment on an annual basis?* Self-disclosure is acceptable. The disclosure document should be certified to by the board or staff member. It is recommended that training on these procedures be provided on a regular basis for both board and staff members.
6. *A response to the same questions posed in #5 is requested for family members of staff who could benefit financially from a contract.* See answer provided to question #5.
7. *The WFI policy defines the term "contract" to not include retail purchases for which no written contract is executed. Please clarify what WFI and AWI intend to include in "retail" purchases.* In general, retail means the sale of goods individually or in small quantities to consumers. In a retail sale situation there normally would not be a contract executed. An example might be purchasing a one-time need for a small quantity of copy paper at Wal-Mart or a local office supply company needed because the local one-stop center ran out. *Is it any item that is sold "off the shelf" to the general public?* No. "Off the shelf" is a term commonly used that

describes a product or service available to the general public and whose price has already been established by the market for that product or service. It does not mean or imply a “retail purchase”.

8. *It appears that WFI’s new policy modification no longer defines purchase order as a contract; is that an oversight or intentional?* WFI has advised that the omission of purchase order in the definition of “contract” was intentional. However, please be mindful that federal procurement requirements as well as state and federal conflict of interest provisions would still apply. Procurement through the use of purchase orders should not be used to avoid state and federal requirements applicable to procurement and contracting.
9. *This policy requires RWDBs to refrain from contracting with companies that have board members or board member relatives as employees (those that can benefit financially from a contract) but does not address what actions must be taken if there is a conflict of a staff member or a staff member’s relative. Is a self-declaration of this conflict and removal from the selection and contract management process sufficient or does this apparent or potential conflict requires the RWDB to refrain from contracting with that company?* The revised WFI contracting policy does not prohibit contracting with a staff member or a staff member’s relative. Conflict of interest requirements apply and the staff member must fully disclose any conflict and not participate in any procurement, selection, or contracting procedures or contract management process associated with the contract for which there is a conflict. Federal procurement requirements as well as state and federal conflict of interest provisions would still apply.
10. *If a Board Member is a subcontractor to an entity that has a contract with the board, does that create an issue with the Member being on the board?* The revised WFI policy effective 8/18/11 does not require that board members resign from the board. It prohibits certain contracts; not board membership. If a member has “any relationship with the contracting vendor”, the contract is prohibited unless an exemption applies. A subcontractor would have a relationship with the vendor. Thus, the board cannot enter the contract unless an exemption applies. See II)a)-d) of the WFI Revised Contracting Policy.
11. *If Board Member's Employer is responding to a current RFP, does he or she need to step off the board before sending in a proposal?* See answer above. Employment is a relationship with the vendor. Contract is allowable only if an exemption applies. If exemption a), b) or d) applies to allow the contract, the board member could not personally benefit financially from the contract. The board member would need to disclose the relationship, abstain, and refrain from any participation in the procurement.
12. *How does a Workforce Board establish a "board member does not personally benefit from" a contract?* We recommend a sworn certification from the vendor and the member that the member will not personally benefit from the contract.
13. *We submitted our contract with the School Board. Is the review of that contract not required because the contract was submitted before July 1, although the effective date of the contract is July 1, 2011- 2012?* If the contract was in place before 8/18/11 when the revised WFI contracting policy was adopted, the previous WFI policy, and the s. 445.007, F.S. and WIA conflict of interest provisions apply. The previous WFI contracting policy exempted contracts with an “agency” as defined by section 112.312 (2), Florida Statutes from the 2/3 vote requirement. The federal procurement requirements in 29 CFR 97.36 (USDOL) and 45 CFR 74.42 (DHHS) also apply. If all of these provisions were followed, the contract may continue and the board member may remain on the board. However, if legal requirements were not

followed, you should consult your legal counsel about appropriate steps to take. Under the revised contracting policy, which became effective August 18, 2011, contracts with an “agency” as defined by section 112.312 (2), Florida Statutes, are allowed at the board’s discretion, as an exception from the general prohibition against contracting with a board member. If the board exercises its discretion to enter into a contract with an “agency,” such contract would be subject to the disclosure, abstention, and 2/3 vote requirements outlined in the policy. And if the contract is equal to or greater than \$25,000, it must be submitted to AWI for review and WFI for approval.

14. *The Board enters into what basically is a non financial agreement with all schools. It spells out how schools will be paid, drop policies, performance and other requirements. However we never know how much money will be spent at any school because of customer choice. Do you feel these agreements fall under the contract policy of WFI requiring state approval (although actually the state has to approve every school and course on the ETPL because of other WIA requirements).* The WFI contracting policy does not exclude agreements with training/educational institutions that regional workforce boards enter into with a training/educational institution included on the local Eligible Training Provider List and for which eligible applicants choose from when selecting a training/educational provider. Although we understand that there is no way to determine the total amount of funds that may eventually be paid to the provider, we would recommend that these agreements that are with a related party on your board be subjected to the 2/3 vote requirement and submitted to the Department of Economic Opportunity for review.
15. *The Regional Board has no “contract” but intends to make a number of purchases, each purchase being less than \$25,000, from a vendor by a form identified on the contract information form as a “Purchase Requisition.” Although each purchase may be less than \$25,000, the total amount of purchases from this vendor for this fiscal year are expected to exceed the \$25,000 threshold.* Since the planned purchases with this vendor, which are to be made through written purchase requisitions, are expected to exceed the threshold of \$25,000 and do not meet one of the exclusions to the definition of “contract” listed in the WFI Contracting Policy, the purchase would be subject to the 2/3 vote requirement and review by the Department and WFI.