

Consortium One-Stop Operator Agreement

THIS CONSORTIUM ONE-STOP OPERATOR AGREEMENT (this “**Agreement**”) is made and entered into as of this ____ day of _____, 2026, by and between the **SOUTHWEST FLORIDA WORKFORCE DEVELOPMENT CONSORTIUM**, acting as and through the chief local elected officials for **Charlotte, Collier, Glades, Hendry, Lee, and Monroe Counties, Florida**, pursuant to that certain **Fifth Amended and Restated Interlocal Agreement for the Southwest Florida Workforce Development Consortium** effective **July 1, 2024** (the “**Consortium**”); and **SOUTHWEST FLORIDA WORKFORCE DEVELOPMENT BOARD, INC.**, a Florida not-for-profit corporation d/b/a **CareerSource Southwest Florida** (“**CSSWF**”). The Consortium and CSSWF are sometimes referred to individually as a “**Party**” and collectively as the “**Parties.**”

Recitals

A. CSSWF serves as the local workforce development board for the local workforce development area covering **Charlotte, Collier, Glades, Hendry, Lee, and Monroe Counties** (the “**Local Workforce Development Area**”).

B. Under the **Fifth Amended and Restated Interlocal Agreement for the Southwest Florida Workforce Development Consortium** effective as of **July 1, 2024** (the “**Interlocal Agreement**”), the Consortium collectively acts as the chief local elected official for the **Local Workforce Development Area** and is authorized to review and approve one-stop operator actions in accordance with applicable law and the **Interlocal Agreement**.

C. Applicable federal and state law require the selection of a one-stop operator through a competitive procurement process, and further require the approval of the chief local elected officials acting through the Consortium and the State when the local workforce development board is selected to serve as the one-stop operator.

D. Earlier in the 2025-26 program year, Workforce Development Board of Treasure Coast, Inc. d/b/a CareerSource Research Coast was engaged as the independent third-party to arrange, notice, and process the competitive procurement for the one-stop operator for the **Local Workforce Development Area**.

E. CSSWF submitted a proposal in response to that procurement process, and, following the independent third-party competitive procurement, CareerSource Research Coast recommended CSSWF for selection as the one-stop operator for the **Local Workforce Development Area**.

F. On **March 11, 2026**, the Board of Directors of CSSWF approved the recommendation that CSSWF serve as the one-stop operator for the **Local Workforce Development Area**, subject to all required approvals.

G. The Consortium approved CSSWF to serve as the one-stop operator for the **Local Workforce Development Area** pursuant to the **Interlocal Agreement** and the Consortium’s duly adopted resolution approving such action.

H. The Parties desire to enter into this Agreement to define the authorization, responsibilities, firewalls, conflict management requirements, oversight framework, and related terms applicable to CSSWF’s service as the one-stop operator for the **Local Workforce Development Area**.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.

2. **Purpose and Authorization.**

a. The one-stop operator (the “**One-Stop Operator**”) means the entity selected to coordinate service delivery among required one-stop partners and service providers within the one-stop delivery system for the Local Workforce Development Area, as permitted by applicable law. The purpose of this Agreement is to authorize CSSWF to perform the duties of the One-Stop Operator for the Local Workforce Development Area, subject to all required approvals under applicable federal and state law. The Parties acknowledge and agree that (a) CSSWF’s authority to act as the One-Stop Operator is based on its selection through an independent third-party competitive procurement process; (b) such authority is further based on the Consortium’s approval under the Interlocal Agreement; and (c) implementation of this Agreement and CSSWF’s operation as One-Stop Operator remain subject to any required approval by Florida Commerce, CareerSource Florida, and any other applicable governmental authority. Notwithstanding anything herein to the contrary, CSSWF shall not commence or perform services as the One-Stop Operator under this Agreement unless and until all required state and other governmental approvals have been obtained.

b. The United States Department of Labor requires that when a Local Workforce Development Board also functions at the One-Stop Operator, sufficient conflict of interest policies must be in place to ensure transparency, accountability, and integrity. For CSSWF, this includes the actions of oversight, monitoring and evaluation of one-stop performance.

3. **CSSWF Responsibilities and Authority.** CSSWF shall have the following responsibilities and authority:

a. **Oversight and Separation of Duties.** CSSWF agrees to implement and maintain the following controls:

1. **Operational Independence.** Staff responsible for One-Stop Operator duties shall be organizationally and functionally separate from staff supporting CSSWF governance, fiscal oversight, and monitoring functions.

2. **Governance Firewall.** No individual involved in the day-to-day One-Stop Operator operations will participate in CSSWF decision-making regarding oversight or evaluation of One-Stop Operator performance.

3. **Neutral Evaluation.** CSSWF agrees to conduct internal monitoring of One-Stop Operator performance using staff not involved in day-to-day One-Stop Operator functions. The President/CEO of CSSWF shall have the right to engage a third party to review One-Stop Operator operations or compliance with this Agreement at any time. Monitoring results and corrective actions (if applicable) by both in-house monitoring and Florida Commerce will be shared with both the President/CEO and the Board of Directors of CSSWF.

b. **Conflict of Interest and Ethical Standards.**

1. CSSWF shall comply with applicable requirements of Florida’s Government in the Sunshine Law, Chapter 286, Florida Statutes, regarding official activities of CSSWF,

including but not limited to all meetings of the Board of Directors and committees where One-Stop Operator performance, oversight, or related matters are discussed.

2. All members of the Board of Directors of CSSWF and required and special trust staff of CSSWF shall complete and file a Form 1 with the Commission on Ethics.

3. CSSWF will disclose any potential conflicts of interest arising from the relationships of the One-Stop Operator with training service providers or other service providers, including but not limited to career services providers, and will comply with federal and state laws/policies regarding conflict of interests.

c. Confidentiality and Disclosure.

1. Except as required by law, CSSWF will keep all documents and other information related to the One-Stop Operator services confidential. Such information may be disclosed to designated members of the Consortium, the Board of County Commissioners of each county comprising the Consortium, the Board of Directors of CSSWF, and the Executive Committee of CSSWF. Other than these exceptions, the One-Stop Operator will not publish, reproduce, or otherwise divulge such information, completely or in part, nor authorize or permit others to do so.

d. Scope of Services as One-Stop Operator. The One-Stop Operator will:

1. Coordinate and host up to four in-person meetings with required and other partners to support the Memorandum of Understanding (MOU) and MOU/IFA implementation/ongoing coordination (virtual option for partners). The One-Stop Operator will develop meeting agendas (in conjunction with CSSWF staff), meeting activities, facilitate meetings, and provide meeting notes. The One-Stop Operator must be onsite at the comprehensive center for these meetings.

2. Develop, in collaboration with partners, an assessment of the effectiveness, physical and programmatic accessibility in the One-Stop Center in accordance with section 188, if applicable, and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.). The One-Stop Operator must be on site for these collaborations.

3. Develop strategies for technological improvements to facilitate access to, and improve the quality of, services and activities provided through the one-stop delivery system. Such improvements include enhancing digital literacy skills; accelerating the acquisition of skills and recognized postsecondary credentials by participants; strengthening the professional development of providers and workforce professionals; and ensuring such technology is accessible to individuals with disabilities.

4. Develop strategies to improve coordination of services across one-stop partner programs to enhance service delivery (including but not limited to the design and implementation of common intake, data collection, performance measurement and reporting processes) with local input into such design and implementation.

5. Provide up to four, but not less than two, comprehensive reports indicating results from the meetings and data collection including each of the items listed above.

6. The Board of Directors of CSSWF shall establish and certify to the Consortium on an annual basis that sufficient firewalls in regard to oversight, monitoring, and evaluation

of performance of the One-Stop Operator, and conflict of interest policies and procedures are in place and working effectively.

4. **Consortium Responsibilities and Authority.** The Consortium shall have the following responsibilities and authority:

a. Consult from time to time and on a continuing basis with CSSWF or as either Party requests.

b. Ensure that there is no conflict of interests, or the appearance thereof, in the activities of the Consortium or its members or staff with respect to all activities provided for under this Agreement; and

c. Review monitoring and performance reports provided by the Board of Directors of CSSWF.

5. **Joint Responsibility and Authority.** The following shall be joint responsibilities of Parties:

a. Ensure the effective delivery of services to provide the most benefit to residents and employers of the Local Workforce Development Area. It is further the shared responsibility of both Parties to stimulate the active and effective participation of all sectors of the community in the provision of workforce development services.

b. CSSWF and the Consortium may choose to further effective communication by meeting jointly, on occasion, in accordance with mutually agreed upon meeting schedules and either Party may take whatever additional steps as deemed necessary to assure effective communication between the two bodies.

c. CSSWF and the Consortium agree to resolve any disputes between the Parties through discussions involving the Consortium and senior staff and officers of CSSWF.

6. **Term.** The term of this Agreement shall begin on July 1, 2026 and shall continue through June 30, 2029, unless CSSWF neglects to fulfill its responsibilities for reasons unforeseen to either of the Parties. Either Party may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other Party.

7. **Amendment.** This Agreement may be amended only by a written instrument executed by the Parties. Any amendment shall remain subject to applicable law and, where required, to further Consortium or state approval.

8. **No Waiver.** A failure by either Party to enforce any provision of this Agreement shall not constitute a waiver of that provision or any other provision.

9. **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in effect to the fullest extent permitted by law, unless the invalid provision is so material that the essential purpose of the Agreement would be defeated.

10. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter addressed herein and supersedes prior oral or written understandings on

that subject, except that the Interlocal Agreement and applicable Law shall continue to govern where applicable.

11. **Interlocal Agreement and Applicable Law.** This Agreement is entered into pursuant to, and shall be construed in a manner consistent with, the Interlocal Agreement and applicable federal and state law. In the event of any conflict between this Agreement, on the one hand, and the Interlocal Agreement or applicable law, on the other hand, the Interlocal Agreement and applicable law shall control.

12. **Governing Law.** This Agreement shall be governed by the laws of the State of Florida.

13. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

{Remainder of page intentionally left blank. Signatures begin on next page.}

IN WITNESS WHEREOF, the Parties have executed this Agreement as indicated below.

CSSWF:

**SOUTHWEST FLORIDA WORKFORCE
DEVELOPMENT BOARD, INC.
d/b/a CAREERSOURCE SOUTHWEST FLORIDA**

By: 
Name: Michael Wukitsch
Title: Board Chair

{Signatures Continue on Next Page}

CONSORTIUM:

CHARLOTTE COUNTY, FLORIDA

By: _____

Name: Joseph M. Tiseo, Commissioner
Title: Chief Local Elected Official

COLLIER COUNTY, FLORIDA By: _____

Name: Dan Kowal
Title: Chief Local Elected Official

GLADES COUNTY, FLORIDA

By: _____

Name: Tim Stanley
Title: Chief Local Elected Official

HENDRY COUNTY, FLORIDA

By: _____

Name: Ramon Iglesias
Title: Chief Local Elected Official

LEE COUNTY, FLORIDA

By: _____

Name: Cecil Pendergrass
Title: Chief Local Elected Official

MONROE COUNTY, FLORIDA


By: _____

Name: Michelle Lincoln
Title: Chief Local Elected Official

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**



Thomas M. David, County Attorney

LR26-369 

Attest:

Roger D. Eaton, Clerk of the
Circuit Court and Ex-officio
Clerk of the Board of County
Commissioners

By: _____ Deputy Clerk