

Interlocal Agreement
Between
Polk County, a political subdivision of the State of Florida
And
The Polk County Workforce Development Board, Inc.

This Interlocal Agreement is entered into by and between Polk County, a political subdivision of the State of Florida (the "COUNTY") and the Polk County Workforce Development Board, Inc., d/b/a CareerSource Polk (the "BOARD").

WHEREAS, the Workforce Innovation and Opportunity Act of 2014, Public Law 113-128, 29 U.S.C. § 3101 et seq. ("WIOA"), authorizes the expenditure of federal workforce development funds in areas of the State of Florida designated by the Governor as Local Workforce Development Areas; and

WHEREAS, Chapter 445, Florida Statutes, as amended, implements WIOA in the State of Florida and delineates the respective roles and responsibilities of counties, chief elected officials, and local workforce development boards in the administration and oversight of workforce development programs, and imposes additional responsibilities and duties on the COUNTY; and

WHEREAS, Polk County, Florida has been designated by the Governor of the State of Florida as a Workforce Development Area; and

WHEREAS, the Polk County Board of County Commissioners serves as the Chief Elected Official for the Local Workforce Development Area pursuant to WIOA and Chapter 445, Florida Statutes; and

WHEREAS, the COUNTY, as Chief Elected Official, has established a process for appointing members to the BOARD in accordance with applicable law; and

WHEREAS, the BOARD serves as the Local Workforce Development Board for Polk County, Florida; and

WHEREAS, the BOARD and its members have requested certification as the Local Workforce Development Board by CareerSource Florida, Inc.; and

WHEREAS, the COUNTY and the BOARD desire to enter into this Agreement to ensure continued compliance with WIOA, Chapter 445, Florida Statutes, and all other applicable federal and state laws;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

I. PURPOSE.

The purpose of this Agreement is to establish and maintain a collaborative relationship between the COUNTY and the BOARD to jointly and severally carry out the requirements of the Workforce Innovation and Opportunity Act of 2014, Chapter 445, Florida Statutes, and any applicable federal or state workforce development initiatives or successor laws (collectively, the "Acts").

II. GRANT RECIPIENT AND ADMINISTRATIVE ENTITY.

The BOARD shall serve as the designated grant subrecipient and administrative entity for all workforce development programs and funds authorized under the Acts and administered within the Polk County Workforce Development Area.

As administrative entity, the BOARD shall have authority and responsibility to:

- A. Employ personnel to carry out the effective and efficient operation of the program and to provide necessary technical assistance to the BOARD and to the COUNTY;
- B. Organize and train such personnel as necessary to conduct the functions herein;
- C. Prepare planning documents and, after approval by the COUNTY, submit them to the appropriate funding authorities for approval;
- D. Develop an annual budget for the purposes of carrying out the duties of the BOARD, which budget shall be subject to approval by the BOARD and the COUNTY;
- E. Submit the approved annual budget, within two (2) weeks of approval by the BOARD, to CareerSource Florida, Inc. for review.
- F. Direct the receipt and expenditure of funds in accordance with the Acts, this Agreement, approved local plans and budget, and/or all applicable federal, state or local laws;
- G. Execute contracts, sub grants, and other agreements necessary to carry out the programs authorized by the Acts, including making the designation of the One-Stop Operator, selecting and designating youth service providers, identifying eligible providers of adult, dislocated worker, and out-of-school youth training services, and maintaining a list of those providers with performance and cost information;
- H. Negotiate and reach agreement with the COUNTY and the Governor on local performance measures;
- I. Recommend policy and develop program procedures for program management, planning, operation, evaluation, and other necessary functions;

- J. Evaluate program performance and determine whether there is a need to reallocate program resources and to modify the grant agreement with the State of Florida;
- K. Establish and maintain in force Memorandums of Understanding with each of the required and local One-Stop Partner agencies;
- L. Collect and dispose of program income generated by program activities pursuant to the Acts or state requirements;
- M. Take action against any subrecipient or vendor for abuse in the program they are operating in order to protect the funds and the integrity of the program, subject to final approval or ratification by the COUNTY and the BOARD;
- N. Cooperate with the State of Florida, CareerSource Florida, Inc., and other appropriate agencies in the collection, analysis, and reporting of labor market and employment information, consistent with the requirements of the Workforce Innovation and Opportunity Act of 2014 and applicable state and federal law;
- O. Coordinate workforce investment activities with economic development strategies and developing employer linkages;
- P. Promote private sector involvement in the Statewide Workforce System through effective brokering, connecting, and coaching activities through intermediaries in the local area or through other organizations to assist employers in meeting hiring needs;
- Q. Meet with representatives of FloridaCommerce, as required, to review the BOARD's performance for purposes of certification pursuant to Section 445.007(3), Florida Statutes;
- R. Promptly provide to the COUNTY and the Clerk of the Board of County Commissioners (the "Clerk") copies of all approved meeting minutes of the BOARD and its Executive Committee. Such requirement may be satisfied by electronic transmission or by written notice to the COUNTY and the Clerk of the availability and location of the minutes on the BOARD's official website;
- S. To perform any other functions as necessary or appropriate to meet its responsibility for the entire operation of the program(s);
- T. To seek, compete for, and secure other sources of funding consistent with, and in accordance with, its purpose and for such other purposes as the BOARD may deem appropriate and necessary;
- U. Perform or cause to have performed, internal audits and monitoring of all funds as required by the Acts, or other applicable law; shall satisfactorily resolve any questions or problems arising from said audits and monitoring and present audit and monitoring findings directly to the COUNTY; and

- V. Develop and administer a system to hear and resolve all grievances or complaints filed by participants, subcontractors, or other interested parties as required by the Acts, or other applicable law, subject to approval by the COUNTY.
- W. The Board acknowledges and agrees to the Polk County General Terms and Conditions attached hereto as exhibit "A."

III. DEVELOPMENT OF THE WORKFORCE REGIONAL PLAN.

Pursuant to WIOA, Chapter 445, Florida Statutes, and requirements established by the Governor of the State of Florida, and in collaboration with the COUNTY, the BOARD shall develop the Local Workforce Development Plan and any other plans as required. Said plans shall be presented to the COUNTY, as Chief Elected Official, for review and approval. Upon approval, the BOARD shall submit the plans to the appropriate funding authorities.

IV. ADDITIONAL RESPONSIBILITIES AND AUTHORITY OF THE BOARD.

The BOARD shall have the following additional responsibilities and authority:

- A. Develop and maintain bylaws and elect its own officers in accordance with its bylaws;
- B. Determine and/or establish its own structure, committees, subcommittees, and functions;
- C. Review, make recommendations to, and fully approve all plans and subsequent modifications to the plans as jointly developed by the BOARD and the COUNTY (modifications to the plans shall be approved by both the BOARD and the COUNTY);
- D. Provide policy guidance for and oversight with respect to activities provided for in the plans;
- E. Distribute reports to the COUNTY in a timely manner by providing a copy to the Chairman of the Board of County Commissioners and to the Clerk;
- F. Designate all local providers of services, including the One-Stop Operator, youth service providers, and providers of career and training services for adults, dislocated workers, and out-of-school youth ages 16–24, and retain such authority without delegation to a third party. To preserve its independent oversight role, the BOARD shall not serve as a direct provider of participant services; provided, however, that pursuant to Section 445.007(6), Florida Statutes, the BOARD may elect to serve as a direct provider of participant services with the agreement of the COUNTY and the Governor, as authorized under 29 U.S.C. § 3122(f)(2);
- G. Exercise supervision of all programs conducted under the plans and/or programs conducted under any grants received by the BOARD on behalf of the COUNTY in accordance with this Agreement;

- H. Institute an effective system to direct, guide, evaluate, appraise, and compensate the President and Chief Executive Officer of the BOARD;
- I. Promote and solicit participation by the business community in the workforce development system in order to maximize services to eligible residents of Polk County;
- J. Initiate, or request that the COUNTY initiate, requests for expenditures in excess of cost limitations as permitted by the Acts and applicable law;
- K. Collect, or have collected, appropriate labor market information to determine business and industry needs for specific job categories in Polk County;
- L. Ensure that BOARD members comply with all applicable conflict-of-interest and ethics requirements, including Part III of Chapter 112, Florida Statutes, and all other applicable laws and regulations;
- M. Approve, in conjunction with the COUNTY, all plans as may be required under the Wagner Peyser Act;
- N. Exert every reasonable and necessary effort to resolve disagreements between the BOARD and the COUNTY;
- O. Comply with all filing, reporting, and governance requirements applicable to not-for-profit corporations under Florida law;
- P. Complete and submit all assurances as required by the BOARD's funding sources;
- Q. Secure and maintain directors' and officers' liability insurance, commercial general liability insurance, and such other insurance coverage, in amounts reasonably acceptable to the COUNTY and sufficient to protect the BOARD and the COUNTY against claims arising from the performance of duties under this Agreement;
- R. To the fullest extent permitted by law, the BOARD shall defend, indemnify, and hold harmless the COUNTY, its commissioners, officers, employees, and agents from and against liabilities, damages, losses, and costs, including reasonable attorneys' fees and court costs, arising out of or resulting from the BOARD's negligent acts, reckless conduct, intentional misconduct, or violations of law in the performance of workforce services under the Workforce Innovation and Opportunity Act of 2014 and other applicable federal, state, or local laws, except to the extent such claims arise from the negligence or wrongdoing of the COUNTY;
- S. Provide, for a negotiated fee, services requested by the COUNTY, including legal, purchasing, personnel, or management information systems support;
- T. Ensure that BOARD members and the BOARD's Chief Executive Officer comply with public disclosure of financial interests as required under Sections 445.007(1), 112.3144, and 112.3145, Florida Statutes, as applicable;

- U. Ensure that state and federal funds are not used, directly or indirectly, to pay for meals, food, beverages, entertainment, or recreational activities for BOARD members or employees, except as expressly authorized by law;
- V. Ensure full compliance with Section 445.007(11), Florida Statutes, relating to conflicts of interest and contracts involving relatives or employees; and
- W. Provide semi-annual reports to the COUNTY demonstrating implementation status of the approved Local Workforce Development Plan and the current status of the BOARD's approved budget.

V. AUTHORITY AND RESPONSIBILITY OF THE COUNTY.

The COUNTY shall have the following responsibilities and authority:

- A. Pursuant to Section 445.007, Florida Statutes, as amended, and applicable federal law, the COUNTY shall appoint and reappoint members to the BOARD in a timely manner so as to maintain the minimum number of members required by law and by the BOARD's bylaws to constitute a quorum necessary for the BOARD to carry out its responsibilities. Prospective BOARD members shall be submitted to the COUNTY in accordance with the BOARD's adopted bylaws. Members of the BOARD may be removed by the Governor of the State of Florida for cause, as provided in Section 445.007(2)(b), Florida Statutes.
- B. Consult with the BOARD from time to time and on a continuing basis, or as requested by either party;
- C. In collaboration with the BOARD, ensure the effective and efficient delivery of all services provided for under the BOARD's approved plans;
- D. Ensure that there is no conflict of interest, or the appearance thereof, in the activities of the COUNTY or its members or staff with respect to all activities under this Agreement;
- E. Make recommendations, and approve, in conjunction with the BOARD, all plans as may be required under the Wagner Peyser Act;
- F. In collaboration with, and at the request of, the BOARD, take prompt and decisive corrective action when necessary to comply with the Acts, applicable regulations, or to ensure that performance standards are met;
- G. Approve or initiate debarment procedures against any subcontractor or vendor for violations of the Acts, applicable regulations, or administrative policies of the BOARD or the COUNTY;
- H. Ensure, in accordance with the approved plans and any other agreements with the BOARD, that adequate administration and management is provided for all funds and programs administered by the BOARD, including receipts, disbursement of funds, monitoring, evaluation, contracting, and related activities;

- I. Arrange for and procure external audits of programs operated by the BOARD, as the COUNTY may deem necessary;
- J. Exert every reasonable and necessary effort to resolve disagreements between the BOARD and the COUNTY;
- K. Provide, for a negotiated fee, services requested by the BOARD, including legal, purchasing, personnel, and management information systems support;
- L. Appoint one member of the Board of County Commissioners to serve as a liaison to the BOARD.
- M. As Chief Elected Official, review and approve the BOARD's annual budget prior to its submission to CareerSource Florida, Inc.

VI. AUTHORITY AND RESPONSIBILITIES HELD JOINTLY

- A. It is the joint responsibility of the BOARD and the COUNTY to ensure the effective delivery of workforce development services that provide the greatest benefit to the residents and employers of Polk County. The BOARD and the COUNTY further share responsibility for encouraging and supporting the active and effective participation of all sectors of the community in the provision of such services.
- B. The BOARD and the COUNTY may further effective communication by meeting jointly, from time to time, in accordance with mutually agreed-upon meeting schedules. Either party may take such additional steps as may be reasonably necessary to ensure effective communication and coordination between the two entities.
- C. The BOARD and the COUNTY agree to make good-faith efforts to resolve any disputes arising under this Agreement through mutually satisfactory negotiations.
- D. In the event the BOARD is determined to be responsible for any disallowed costs, however identified by a state or federal funding or oversight agency shall cooperate in good faith to resolve such disallowed costs. If repayment of grant funds awarded under sections 128 or 133 of the Workforce Innovation and Opportunity Act of 2014 is demanded by the funding source, the BOARD shall be responsible for repayment using its available insurance coverage or non-grant funds. The COUNTY shall, to the extent permitted by law, be responsible for repayment of any remaining shortfall only after all available insurance coverage and non-grant funds of the BOARD have been fully exhausted.

VII. TERM.

The term of this Agreement shall begin on July 1, 2026 and shall run through June 30, 2029.

VIII. MERGER.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous oral or written agreements, understandings, negotiations, or representations between the parties relating thereto. All exhibits, documents, and materials referenced in this Agreement are hereby incorporated by reference and deemed a part of this Agreement.

IX. MODIFICATION.

This Agreement may be modified or amended only by a written instrument executed by the authorized representatives of both parties and only to the extent such modification or amendment is consistent with applicable federal and state law, including the Acts, and any rules or regulations promulgated thereunder.

X. RESOLUTION OF DISAGREEMENT.

- A. In recognition of the collaborative relationship between the BOARD and the COUNTY, the parties agree that any disagreements or disputes arising under this Agreement shall be addressed locally and resolved, to the extent practicable, through good-faith and mutually satisfactory negotiations. For purposes of such negotiations, the Chairperson and Chairperson-Elect of the BOARD and the Chairperson and Vice-Chairperson of the Polk County Board of County Commissioners shall serve as the designated negotiating representatives of their respective entities.
- B. The parties acknowledge that failure to resolve a dispute at the local level may result in the COUNTY exercising its authority, consistent with applicable law, to revoke the BOARD's designation as the administrative entity and fiscal agent for funds governed by this Agreement and to designate an alternative eligible entity to serve in that capacity.
- C. To the extent practicable, staff of the BOARD shall not be required to advocate for either party in the event of a dispute between the BOARD and the COUNTY. The role of staff during such disputes shall be limited to providing neutral administrative and technical assistance, including the preparation, processing, and provision of information requested by either party, or making other arrangements reasonably necessary to facilitate and expedite the resolution of the dispute or any related issue.

XI. SEVERABILITY.

If any term or provision of this Agreement, or its application to any party, is held to be invalid or unenforceable to any extent, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement, which shall remain in full force and effect to the fullest extent permitted by applicable federal, state, or local law.

IN WITNESS WHEREOF, the parties hereto have executed this Interlocal Agreement on the dates set forth below.

POLK COUNTY WORKFORCE DEVELOPMENT BOARD, INC. d/b/a CareerSource Polk

By: Gary E Clark
Name: Gary Clark
Title: Chairperson
Date: 04/07/2026

POLK COUNTY, FLORIDA

By and through its Board of County Commissioners

By: _____
Name: _____
Title: Chairperson
Date: _____

ATTEST:

Stacy M. Butterfield,
Polk County Clerk of the Circuit Court and Comptroller
Date: _____

Reviewed as to form and legality:

[Signature]
County Attorney
Date: 4/9/26

Exhibit "A"
Polk County General Terms and Conditions

For purpose of these general terms, the person or entity entering into the contract with Polk County, Florida, a political subdivision of the State of Florida shall be referenced as "Contractor" and by entering into an agreement with Polk County, the Contractor agrees to these general terms.

I. **Sovereign Immunity**. Nothing contained in this Agreement shall be deemed a waiver, expressed or implied, of POLK COUNTY'S sovereign immunity or an increase in the limits of liability pursuant to Section 768.28, Florida Statutes, regardless of whether any such obligations are based in tort, contract, statute, strict liability, negligence, product liability or otherwise.

II. **Certification of Non-Scrutinized Company**

A. Contractor hereby certifies the following to Polk County, a political subdivision of the State of Florida, by and on behalf of the Contractor in accordance with the requirements of Section 287.135, Florida Statutes:

(i) The Contractor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Contractor engaged in a boycott of Israel, nor was the Contractor on such List or engaged in such a boycott at the time it submitted its bid to the County with respect to the Contract.

(ii) Additionally, if the value of the goods or services acquired under the Contract are greater than or equal to One Million Dollars (\$1,000,000), then the Contractor further certifies to the County as follows:

(a) the Contractor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and

(b) the Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and

(c) the Contractor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and

(d) the Contractor was not on any of the Lists referenced in this subsection (ii), nor engaged in business operations in Cuba or Syria when it submitted its bid to the County with respect to the Contract.

(iii) The Contractor is fully aware of the penalties that may be imposed upon the Contractor for submitting a false certification to the County regarding the foregoing matters.

(iv) The Contractor hereby acknowledges that, in addition to any other termination rights stated in the Contract, the County may immediately terminate the Contract upon the occurrence of any of the following events:

(a) The Contractor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection (i) above, or the Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(b) The Contractor is found to have submitted a false certification to the County with respect to any of the matters set forth in subsection (ii) above, or the Contractor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Contract are greater than or equal to One Million Dollars (\$1,000,000).

(v) The undersigned is duly authorized to execute this Certification by and on behalf of the

Contractor.

III. PUBLIC MEETINGS AND RECORDS.

A. CONTRACTOR acknowledges the COUNTY's obligation under Article I, Section 24, of the Florida Constitution and under Chapter 119, Florida Statutes, to release public records to members of the public upon request and comply in the handling of the materials created under this Contract. CONTRACTOR further acknowledges that the constitutional and statutory provisions control over the terms of this Contract. In association with its performance pursuant to this Contract, CONTRACTOR shall not release or otherwise disclose the content of any documents or information that is specifically exempt from disclosure pursuant to all applicable laws.

B. Without any manner limiting the generality of the foregoing, to the extent applicable, CONTRACTOR acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

(i).keep and maintain public records required by the COUNTY to perform the services required under this Contract;

(ii).upon request from the COUNTY's Custodian of Public Records or his/her designee, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(iii).ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Contract and following completion of this Contract if CONTRACTOR does not transfer the records to the COUNTY; and

(iv).upon completion of this Contract, transfer, at no cost, to the COUNTY all public records in possession of CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If CONTRACTOR transfers all public records to the COUNTY upon completion of this Contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the County's Custodian of Public Records, in a format that is compatible with the information technology systems of the COUNTY.

C. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

RECORDS MANAGEMENT LIAISON OFFICER

POLK COUNTY

330 WEST CHURCH ST.

BARTOW, FL 33830

TELEPHONE: (863) 534-7527

EMAIL: RMLO@POLK-COUNTY.NET

IV. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

A. Unless otherwise defined herein, terms used in this Section which are defined in Section 448.095, Florida Statutes, as may be amended from time to time, shall have the meaning ascribed in said statute.

B. Pursuant to Section 448.095(5), Florida Statutes, the contractor hereto, and any subcontractor thereof, must register with and use the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor. The contractor acknowledges and agrees that (i) the County and the contractor may not enter into this

Agreement, and the contractor may not enter into any subcontracts hereunder, unless each party to this Agreement, and each party to any subcontracts hereunder, registers with and uses the E-Verify system; and (ii) use of the U.S. Department of Homeland Security's E-Verify System and compliance with all other terms of this Certification and Section 448.095, Fla. Stat., is an express condition of this Agreement, and the County may treat a failure to comply as a material breach of this Agreement.

C. By entering into this Agreement, the contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of this Agreement. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute or Section 448.09(1), Fla. Stat., the subcontract must be terminated immediately. If this Agreement is terminated pursuant to Section 448.095, Fla. Stat., such termination is not a breach of contract and may not be considered as such. Any challenge to termination under this provision must be filed in the Tenth Judicial Circuit Court of Florida no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of Section 448.095, Fla. Stat., by the contractor, the contractor may not be awarded a public contract for a period of 1 year after the date of termination. The contractor shall be liable for any additional costs incurred by the County as a result of the termination of this Agreement. Nothing in this Section shall be construed to allow intentional discrimination of any class protected by law.

V. Annual Appropriations

Contractor acknowledges that during any fiscal year the County shall not expend money, incur any liability, or enter into any agreement which by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Accordingly, any agreement, verbal or written, the Commission may make in violation of this fiscal limitation is null and void, and no money may be paid on such agreement. The Commission may enter into agreements whose duration exceeds one year; however, any such agreement shall be executory only for the value of the services to be rendered which the County agrees to pay as allocated in its annual budget for each succeeding fiscal year. Accordingly, the Commission's performance and obligation to pay the Contractor under this Agreement is contingent upon annual appropriations being made by the County for that purpose.

VI. Non-Discrimination

The Contractor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

VII. Contingent Fees

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

VIII. Public Entity Crimes

The Contractor understands and acknowledges that this Agreement with the County will be voidable by the County, in the event the condition under Section 287.133, Florida Statutes applies to the Contractor, relating to conviction for a public entity crime.

Affidavit Regarding the Use of Coercion for Labor or Services

In compliance with Section 787.06(13), Florida Statutes, this attestation must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with Polk County, a political subdivision of the State of Florida.

The undersigned, on behalf of the entity listed below (the "Nongovernmental Entity"), hereby attests under penalty of perjury as follows:

1. I am over the age of 18 and I have personal knowledge of the matters set forth herein.
2. I currently serve as an officer or representative of the Nongovernmental Entity.
3. The Nongovernmental Entity does **not** use coercion for labor or services, as those underlined terms are defined in Section 787.06, Florida Statutes.
4. This declaration is made pursuant to Section 92.525, Fla. Stat. and Section 787.06, Fla. Stat. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I Gary Clark, Chairperson, declare that I have read the foregoing Affidavit Regarding the Use of Coercion for Labor and Services and that the facts stated in it are true.

Further Affiant sayeth naught.

**Polk County Workforce Development Board d/b/a
CareerSource Polk**

NONGOVERNMENTAL ENTITY

Gary E Clark

SIGNATURE

Gary Clark

PRINT NAME

Board Chairperson

TITLE

04/07/2026

DATE