

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT					

# ADDITIONAL FTE POSITIONS (Cumulative)					
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Is Item Included In Current Budget? Yes _____ No X
 Does this Item include the use of Federal funds? Yes _____ No X

Budget Account No.:

Fund _____ Dept _____ Unit _____ Object _____ Program Code/Period _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

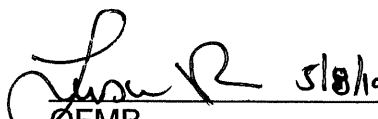
No fiscal impact.

C. Departmental Fiscal Review:


 Beverly Reid, Division Manager

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

 5/8/19
 OFMB
 SAM 5/7 4/5/17

 5/15/19
 Contract Development and Control

B. Legal Sufficiency:

 5/16/19
 Assistant County Attorney

C. Other Department Review:

 Department Director

**DATA SHARING AGREEMENT
BETWEEN
FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY
AND
PALM BEACH COUNTY, DEPARTMENT OF HOUSING AND ECONOMIC SUSTAINABILITY**

THIS AGREEMENT is made and entered into in Tallahassee, Leon County, State of Florida, between the Florida Department of Economic Opportunity, hereinafter known as "DEO", having its principal office at 107 East Madison Street, Tallahassee, Florida 32399-4111; and Palm Beach County, Department of Housing and Economic Sustainability, hereinafter referred to as "PBCHES," having its principal office at 100 Australian Avenue, 5th Floor, West Palm Beach, Florida 33406. Collectively, DEO and PBCHES may hereinafter be referred to as the "Parties" and individually as a "Party."

WHEREAS, except as otherwise provided in section 443.012, Florida Statutes (F.S.), DEO has ultimate authority over the administration of Florida's Reemployment Assistance (RA) Program pursuant to sections 20.60(5)(c) and 443.1317(1)(a), F.S., and Chapters 73B-10 and 73B-11, Florida Administrative Code (FAC), and receives certain information required under such laws and rules from certain employers, and information provided by applicants or recipients applying for or receiving RA benefits; and

WHEREAS, DEO has determined that PBCHES requires the use of RA information for the "performance of [its] official duties," as defined in Title 20 Code of Federal Regulations (CFR) Part 603.5(e); and

WHEREAS, Florida and federal laws provide that, although RA information is confidential and disclosure of the information is restricted pursuant to 20 CFR Part 603, 42 United States Code 1320b-7(a), section 1137 of the Social Security Act, and section 443.1715, F.S., DEO is authorized, with specific safeguards, to provide RA information maintained by DEO, and PBCHES is authorized, with specific safeguards, to access and use said information for the purposes stated herein; and

WHEREAS, all Agreements for Palm Beach County must be executed by the Palm Beach County Board of County Commissioners who shall execute this Agreement on behalf of PBCHES; and

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

I. PURPOSE

The purpose of this Agreement is to establish confidentiality guidelines for DEO to provide PBCHES with Quarterly Census of Employment and Wages (QCEW) data, including confidential RA information. As part of its economic and community development efforts, the Palm Beach County, Department of Housing and Economic Sustainability, routinely conducts economic impact analyses, which requires the confidential data to ascertain economic impacts of specific projects in terms of job creation and gross domestic product. The confidential data is also needed to assist in the analysis of growth and development of targeted industry clusters and ways in which growth and development might be enhanced. Access to this confidential data will be limited to only those PBCHES employees who have a valid need for access to this information.

II. INFORMATION TRANSMISSION

DEO will furnish the confidential QCEW information to the PBCHES upon request. The information transfer shall consist of Florida employer names, addresses, telephone numbers, industry codes, and tabulations of the employment and total wages paid by these employers. The data file shall be encrypted using a Federal Information Processing Standards (FIPS) 140-2 compliant algorithm (e.g., AES 256, AES 512, TDES). Confidential information shall not be transmitted via electronic mail (e-mail). DEO will furnish the confidential information to PBCHES by file transfer protocol using a secure website. Exchange of the encryption key shall occur by direct phone contact with the PBCHES. The transfer of the data will be at a mutually agreed upon time. The confidential data being provided is not individual employee or claimant information and therefore, will not include any social security numbers, dates of birth, or individual names.

III. TERM OF AGREEMENT

This Agreement shall take effect on the last date of signature by all Parties to this Agreement and shall remain in effect for three (3) years thereafter, or until terminated in accordance with Section XI., Terminations, Extensions, and Renewals, of this Agreement. The obligations of Sections IV., Inspection of Records, through IX., Liability and Indemnification, shall survive the expiration or termination of this Agreement.

IV. INSPECTION OF RECORDS

PBCHES shall permit DEO, or its designees, to conduct on-site inspections of records relevant to this Agreement to ensure compliance with 20 CFR § 603.5-603.10 and section 443.1715, F.S. Such inspections may take place with reasonable notice, during normal business hours, wherever the records are maintained. PBCHES shall ensure systems are maintained that are sufficient to permit an audit of, individually, respectively and as necessary, PBCHES's compliance with this Agreement and the requirements specified above. Failure to allow such inspections constitutes a material breach of this Agreement.

V. DISCLOSURE

- A. The Parties shall safeguard and maintain the confidentiality of all information received under this Agreement in accordance with the provisions of 20 CFR Part 603 and Chapter 443, F.S.
- B. Information received by PBCHES from DEO shall be used solely for the purposes stated in this Agreement and as authorized by law.
- C. PBCHES may not publish or disclose confidential information obtained under this Agreement to any individual or entity that is not a party to this Agreement. Where aggregate information is presented by region, geographical area, industry code, zip code, or other category, no such region, geographical area, industry code, zip code, or other category may contain fewer than three (3) employers and/or establishments. Moreover, where aggregate

information is presented in this manner, the report releasing such aggregate information may not identify any region, geographical area, industry code, zip code, or other category in which the percentage of employment attributable to any single employer or establishment meets or exceeds eighty percent (80%). This prohibition includes, but is not limited to, the creation and publication of maps which provide the location of employers and/or establishments, irrespective of whether these maps list the names and/or addresses of the employers or establishments.

VI. AMENDMENTS AND CHANGES

This Agreement incorporates all prior negotiations, interpretations, agreements, and understandings that may have been entered into between the Parties and is the full and complete expression of their agreement concerning confidentiality of employer information. With exception of designating or changing liaisons in Section XII., Agency Contacts, any change, alteration, deletion, or addition to the terms set forth in this Agreement must be made by written amendment executed by the Parties' authorized signatories.

VII. ASSURANCES

- A. PBCHES shall only use the information received from DEO to carry out its duties and responsibilities in accordance with this Agreement.
- B. Information thus obtained from DEO may not be re-disclosed by PBCHES except as provided in Section V., Disclosure, of this Agreement.
- C. PBCHES understands and acknowledges that DEO does not warrant the accuracy of the information provided.
- D. The Parties will make reasonable efforts to cooperate to resolve all Agreement and technical matters related to this Agreement.

VIII. CONFIDENTIALITY OF INFORMATION

- A. PBCHES shall not use confidential information for any purpose not specifically authorized by this Agreement. PBCHES agrees that confidential information will be used only to the extent necessary to assist in its valid administrative needs and shall be disclosed only for those purposes defined in this Agreement to those persons who have a valid need for access to this information.
- B. PBCHES shall store all confidential information in a place physically and electronically secure from access, review, or retrieval by unauthorized persons through physical, magnetic, media, or electronic means. PBCHES agrees not to store, or allow its employees, agents, and subcontractors to store, any confidential information on any portable storage media (e.g., laptops, thumb drives) capable of storing the information.
- C. PBCHES shall take precautions to ensure that only authorized employees who have a recognized need to know are given access to systems containing the confidential information exchanged under this Agreement.

- D. PBCHES shall instruct all personnel with access to the confidential information regarding the confidential nature of the information, the requirements of this Agreement, and the sanctions specified in Florida RA laws, as well as 20 CFR Part 603, against unauthorized disclosure of information covered by this Agreement. By signing this Agreement, PBCHES acknowledges that all personnel having access to the information disclosed under this Agreement have been instructed in accordance with this provision. PBCHES shall be held responsible for ensuring that its employees, agents, contractors, and subcontractors comply with the safeguards of 20 CFR § 603.9.
- E. PBCHES shall destroy all confidential information provided by DEO under this Agreement in its possession or in its employees, agents, or subcontractors' possession when the information is no longer needed for the specific purpose authorized in this Agreement, pursuant to the requirements of 20 CFR § 603.9(b)(1)(vi). PBCHES shall destroy any duplicate, copy, or other replication of confidential information provided under this Agreement in a manner which will prevent reconstruction, duplication, access, and inappropriate use or release of the information.
- F. PBCHES shall immediately, fully, and promptly report to DEO any infraction of any provision of this Agreement, section 443.1715(1), F.S., or any provisions of 20 CFR Part 603.
- G. PBCHES shall promptly notify DEO of any breach of security related to confidential RA information in the possession of PBCHES, its employees, agents, contractors, or subcontractors, but in no case later than ten (10) days after determination of the breach of security or reason to believe the breach occurred. PBCHES agrees to work with DEO for full compliance with section 501.171, F.S., as applicable. In the event of a breach of security concerning confidential information in the possession of PBCHES or its employees, agents, and subcontractors, DEO has the right under this Agreement to determine if section 501.171, F.S., applies. DEO will determine if notifications are necessary, and if so, the procedure for making those notifications. PBCHES agrees to provide breach notifications when determined necessary by DEO. PBCHES shall not provide breach notices without prior written approval of DEO, whose approval shall not be unreasonably withheld. PBCHES is responsible for all costs incurred in sending breach notifications due to any breach caused by PBCHES or its employees or agents and will require subcontractors to be responsible for any costs incurred in sending breach notifications due to any breach caused by such subcontractors. DEO shall not be responsible for any costs incurred in sending breach notifications due to any breach caused by PBCHES or its employees, agents or subcontractors.

IX. LIABILITY AND INDEMNIFICATION

Each Party is responsible only for its own intentional acts, negligence, or omissions, or those of its employees, agents, officers, heirs, and assignees, including inappropriate release or use of the confidential employer information provided by DEO under this Agreement. Nothing in this Section shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any Party to this Agreement.

X. COSTS

There are no costs associated with this Agreement.

XI. TERMINATIONS, EXTENSIONS, AND RENEWALS

- A. DEO may terminate this Agreement for cause at any time, without prior notice or warning, effective immediately upon receipt by PBCHES of a Notice of Termination for Cause.
- B. Any Party may terminate its participation in this Agreement without cause, for its convenience, by providing a minimum of thirty (30) days written notice thereof to the other Party. If terminated by PBCHES, PBCHES shall dispose of all confidential information in accordance with 20 CFR § 603.9(b)(1)(vi).
- C. If DEO, in its sole discretion, determines that PBCHES has failed to comply with any provision of this Agreement, DEO shall immediately suspend this Agreement until DEO is satisfied that corrective action has been taken, as required in 20 CFR § 603.10. If DEO suspends PBCHES's participation in the Agreement for corrective action, and DEO, in its sole discretion, determines that prompt and satisfactory corrective action has not occurred, DEO may terminate this Agreement effective immediately.
- D. This Agreement may be extended pursuant to section 287.057(12), F.S., for a period not to exceed six (6) months. Any extension shall be in writing, shall be signed by all Parties and shall be subject to the same terms and conditions set forth in the initial Agreement. Only one extension is authorized unless the failure to meet the criteria set forth in this Agreement is due to events beyond the control of the Parties.
- E. This Agreement may be renewed in writing pursuant to sections 287.057(13) and 287.058(1)(g), F.S., for a period that may not exceed three years or the term of the original agreement, whichever is longer, and is subject to the same terms and conditions set forth in the initial agreement and any written amendments signed by the Parties, and is contingent upon satisfactory performance evaluations by the agency, and is subject to the availability of funds.

XII. AGENCY CONTACTS

- A. DEO designates as its liaison for all issues relating to this Agreement, Kathie Hughes, whose title is Economic Manager, and who may be contacted by telephone at (850) 245-7237, or by e-mail at Kathie.Hughes@deo.myflorida.com, and whose address is 107 E. Madison Street, MSC G-020, Tallahassee, Florida 32399-4111.
- B. PBCHES designates as its liaison for all issues relating to this Agreement, Alan Chin Lee, whose title is Principal Planner, and who may be contacted by telephone at (561) 233-3607, or by e-mail at AChinLee@pbcgov.org and whose address is 100 Australian Avenue, 5th Floor, West Palm Beach, Florida 33406.
- C. If any Party to this Agreement replaces, adds, or removes any liaison identified in this Section, the Party shall immediately inform the other Parties by email of this change.

IN WITNESS HEREOF, the Parties agree to the terms and conditions set forth in this Agreement, and upon placing their signatures, have hereby caused this Agreement to be executed.

FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY

**FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY
Office of General Counsel**

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties

By: _____
Signature

By: _____
Signature

Printed Name: Adrienne Johnston
Title: Chief, Bureau of Workforce Statistics & Economic Research

Printed Name: _____
Title: Assistant General Counsel

Date: _____

Date: _____

PALM BEACH COUNTY, BOARD OF COUNTY COMMISSIONERS

By: _____

Printed Name: Mack Bernard
Title: Mayor, Board of County Commissioners

Date: _____

PALM BEACH COUNTY REQUIRED SIGNATURE BLOCK

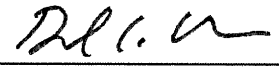
ATTEST: Sharon R. Bock,
Clerk & Comptroller

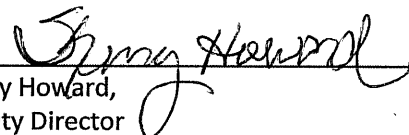
BY: _____
Deputy Clerk

Document No: _____

Approved as to Form
And Legal Sufficiency

Approved as to Terms and Conditions
Department of Housing and
Economic Sustainability

BY: 
~~James Brako~~, David Behar
Assistant County Attorney

BY: 
Sherry Howard,
Deputy Director