

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	September 16, 2025	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing
Department:	Housing and Economic Development		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) approve a Data Sharing Agreement (Agreement) with the Florida Department of Commerce (FloridaCommerce) for three (3) years; and

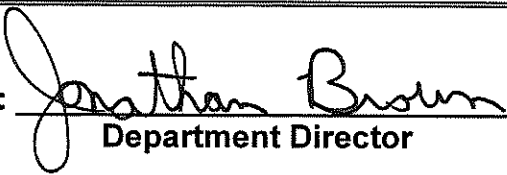

B) delegate authority to the County Administrator or designee, to execute the Agreement, amendments thereto, and all other documents necessary for implementation of the Agreement activities that do not substantially change the Agreements.

Summary: FloridaCommerce will provide confidential Quarterly Census of Employment and Wages (QCEW) data to Palm Beach County (County) through the Department of Housing and Economic Development (DHED) at no cost under this three (3) year Agreement. DHED uses this information to perform economic impact analyses for proposed projects in terms of job creation and gross domestic product. Since this information is not publicly available, the Agreement is needed to establish guidelines for receiving confidential QCEW data including confidential Reemployment Assistance Program data. The QCEW provides data such as the number of employers or reporting units, monthly employment, average employment, total wages, and average wages by the North American Industry Classification System (NAICS). To facilitate project implementation, staff request approval from the Board of County Commissioners (BCC) to delegate authority to the County Administrator, or designee, to execute agreements and related documents. Countywide (DB)

Background and Justification: The ability of DHED to conduct economic impact analyses, economic reporting and economic development planning will be enhanced by access to detailed employment and wage information provided under this Agreement. This information will be used internally to 1) conduct economic impact analyses; 2) enhance the County's ability to analyze the growth and development of its targeted industry clusters; and 3) better understand the economic composition of the County's industry base and related growth trends. The County will safeguard and maintain the confidentiality of all information received under the Agreement in accordance with 20 CFR Part 603, and Florida Statutes, Chapter 443. The data will only be accessible to authorized County employees who have received training on safeguarding the confidentiality of the information.

Attachment:

- 1. Data Sharing Agreement with the Florida Department of Commerce

Recommended By:	 Department Director	8/18/2025 Date
Approved By:	 Assistant County Administrator	8/21/25 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT	- 0 -				

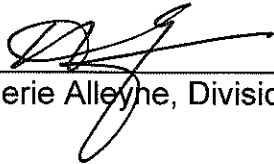
# ADDITIONAL FTE POSITIONS (Cumulative)					
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Is Item Included In Current Budget? Yes _____ No X
Does this item include the use of Federal Funds? Yes _____ No X
Does this item include the use of State Funds? Yes _____ No X

Budget Account No.:
Fund _____ Dept. _____ Unit _____ Object _____ Program Code/Period _____

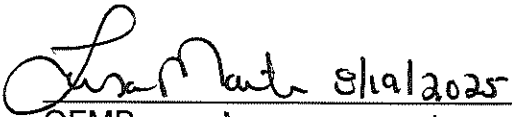
B. Recommended Sources of Funds/Summary of Fiscal Impact:

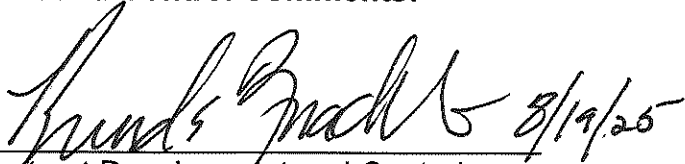
No fiscal impact.

C. Departmental Fiscal Review: 
Valerie Alleyne, Division Director II


III. REVIEW COMMENTS

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


OFMB 8/19/2025
PC 8/19 DA 8/19


Contract Development and Control 8/19/25
26 8.19.25

B. Legal Sufficiency:


Assistant County Attorney

C. Other Department Review:

Department Director

Commerce Agreement Number: F1623

**DATA SHARING AGREEMENT
BETWEEN
FLORIDA DEPARTMENT OF COMMERCE
AND
PALM BEACH COUNTY,
DEPARTMENT OF HOUSING AND ECONOMIC DEVELOPMENT**

This Agreement is made and entered into in Tallahassee, Leon County, State of Florida, between the Florida Department of Commerce (Commerce), having its principal office at 107 East Madison Street, Tallahassee, Florida 32399-4111, and Palm Beach County, a political subdivision of the State of Florida, through its Department of Housing and Economic Development (PBCHED), having its principal office at 100 Australian Avenue, Suite 500, West Palm Beach, Florida 33406. Collectively, Commerce and PBCHED may hereinafter be referred to as a “Party” and collectively as the “Parties.”

WHEREAS, except as otherwise provided in section 443.012, Florida Statutes (F.S.), Commerce 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, 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, Commerce has determined that PBCHED meets the requirement outlined above, have need for, and require the use of RA information for the “performance of {its} official duties,”; 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., Commerce is authorized, with specific safeguards, to provide RA information maintained by Commerce, and PBCHED is authorized, with specific safeguards, to access and use said information for the purposes stated herein; 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 Commerce to provide PBCHED with Quarterly Census of Employment and Wages (QCEW) data, including confidential RA information. This confidential data will be used by the PBCHED to conduct economic impact analyses which requires the confidential data to ascertain economic impacts of specific projects in terms of job creation and gross domestic product, to assist in the analysis of growth and development of targeted industry clusters and ways in which growth and development might be enhanced, and to analyze small business trends within various industries. This confidential data will only be accessible by PBCHED employees who have a valid need for access to this information.

II. INFORMATION TRANSMISSION

Commerce will furnish the confidential QCEW information to PBCHED 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). Commerce will furnish the confidential information PBCHED by file transfer protocol using a secure website. Exchange of the encryption key shall occur by direct phone contact with the PBCHED. 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 June 21, 2025, regardless of the last date of signature, and shall remain in effect for three (3) years thereafter, or until terminated in accordance with Section X, Terminations, Extensions, Renewals, and Amendments, of this Agreement. The obligations of Sections IV, Inspection of Records, through VIII, Liability and Indemnification, shall survive the expiration or termination of this Agreement.

IV. INSPECTION OF RECORDS

PBCHED shall permit Commerce, or its designees, to conduct to conduct inspections described in this paragraph, or make on-site inspections of records relevant to this Agreement to ensure compliance with 20 CFR sections 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. The PBCHED shall ensure systems are maintained that are sufficient to permit an audit of the PBCHED'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 Party 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 PBCHED from Commerce shall be used solely for the purposes stated in this Agreement and as authorized by law.
- C. PBCHED 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. ASSURANCES

- A. PBCHED shall only use the information received from Commerce to carry out its duties and responsibilities in accordance with this Agreement.

- B. Information thus obtained from Commerce may not be re-disclosed by PBCHED except as provided in Section V, Disclosure, of this Agreement.
- C. PBCHED understands and acknowledges that Commerce 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.

VII. CONFIDENTIALITY OF INFORMATION

- A. PBCHED shall not use confidential information for any purpose not specifically authorized by this Agreement. PBCHED 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. PBCHED shall store all confidential information in a place within the borders of the continental United States and is physically and electronically secure from access, review, or retrieval by unauthorized persons through physical, magnetic, media, or electronic means. PBCHED agrees not to store, or allow its employees, agents, and contractors to store, any confidential information on any portable storage media (e.g., laptops, thumb drives) capable of storing the information.
- C. PBCHED 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. PBCHED 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, PBCHED acknowledges that all personnel having access to the information disclosed under this Agreement have been instructed in accordance with this provision. PBCHED shall be held responsible for ensuring that its employees, agents, contractors, and subcontractors comply with the safeguards of 20 CFR 603.9.
- E. PBCHED shall destroy all confidential information provided by Commerce under this Agreement in its possession or in its employees' possession when the information is no longer needed for the specific purpose authorized in this Agreement, pursuant to the requirements of 20 CFR Section 603.9(b)(1)(vi). PBCHED 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. PBCHED shall immediately, fully, and promptly report to Commerce any infraction of any provision of this Agreement, section 443.1715(1), F.S., or any provisions of 20 CFR Part 603.
- G. PBCHED shall promptly notify Commerce of any breach of security related to confidential RA information in the possession of PBCHED, its employees, agents, contractors, or subcontractors, but in no case later than ten (10) calendar days after determination of the breach of security or reason to believe the breach occurred. PBCHED agrees to work with Commerce 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 PBCHED or its employees, agents, and subcontractors, Commerce has the right under this Agreement to determine if section 501.171, F.S., applies. Commerce will determine if notifications are necessary, and if so, the procedure for making those notifications. PBCHED agrees to provide breach notifications when determined necessary by Commerce. PBCHED shall not provide breach notices without prior written approval of Commerce, whose approval shall not be unreasonably withheld. PBCHED is responsible for all costs incurred in sending breach notifications due to any breach caused by PBCHED 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. Commerce shall not be responsible for any costs incurred in sending breach notifications due to any breach caused by PBCHED or its employees, agents, or subcontractors.

VIII. 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 Commerce under this Agreement. No terms of this Agreement shall be construed as an indemnity, or a waiver of sovereign immunity enjoyed by any Party to this Agreement.

IX. COSTS

There are no costs associated with this Agreement.

X. TERMINATIONS, EXTENSIONS, RENEWALS, AND AMENDMENTS

- A. Commerce may terminate this Agreement for cause at any time, without prior notice or warning, effective immediately upon receipt by PBCHED 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 PBCHED, PBCHED shall dispose of all confidential information in accordance with 20 CFR Section 603.9(b)(1)(vi).
- C. If Commerce, in its sole discretion, determines that PBCHED has failed to comply with any provision of this Agreement, Commerce shall immediately suspend this Agreement until Commerce is satisfied that corrective action has been taken, as required in 20 CFR Section 603.10. If Commerce suspends PBCHED participation in the Agreement for corrective action, and Commerce, in its sole discretion, determines that prompt and satisfactory corrective action has not occurred, Commerce may terminate this Agreement effective immediately.
- D. At Commerce's sole discretion, this Agreement may be extended 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 (1) 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. At Commerce's sole discretion, this Agreement may be renewed in writing for a period that may not exceed three (3) years or the term of the original agreement, whichever is longer, and is subject to

the same terms and conditions set forth in this Agreement and any written amendments signed by the Parties, and is contingent upon satisfactory performance evaluations by Commerce, and is subject to the availability of funds.

- F. 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 XI, 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.

XI. AGENCY CONTACTS

- A. Commerce designates as its liaison for all issues relating to this Agreement, Kathie Hughes, whose title is Administrator, and who may be contacted by telephone at (850) 245-7237, or by e-mail at Kathie.Hughes@Commerce.fl.gov, and whose address is 107 E. Madison Street, MSC G-020, Tallahassee, Florida 32399-4111.
- B. PBCHED designates as its liaison for all issues relating to this Agreement, Alan Chin Lee, whose title is Economic Sustainability Special Projects Manager, 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, Suite 500, 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 e-mail of this change.

Remainder of page intentionally left blank.

IN WITNESS THEREOF, 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 COMMERCE

PALM BEACH COUNTY, BOARD OF COUNTY COMMISSIONERS

By: _____

Signature

Printed Name: J. Alex Kelly

Title: Secretary

Date: _____

By: _____

Signature

Printed Name: Maria G. Marino

Title: Mayor,

Date: _____

PALM BEACH COUNTY, BOARD OF COUNTY COMMISSIONERS

PALM BEACH COUNTY, DEPARTMENT OF HOUSING AND ECONOMIC DEVELOPMENT
Approved as to terms and conditions

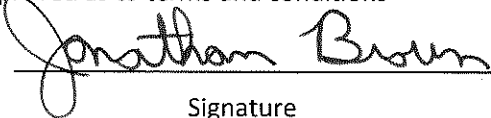
By:  _____

Signature

Printed Name: David C. Behar

Title: Assistant County Attorney

Date: _____

By:  _____

Signature

Printed Name: Jonathan B. Brown

Title: Director

Date: 8/18/2025

FLORIDA DEPARTMENT OF COMMERCE
Office of General Counsel

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

By: _____

Printed Name: _____

Title: _____

Date: _____