

Capital Area  
**Community Action**  
Agency

**MEMORANDUM**

**TO:** Board of Directors  
**FROM:** Tim Center  
**RE:** Government in the Sunshine Overview  
**DATE:** October 11, 2017

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The Capital Area Community Action Agency is a 501(c)3, nonprofit corporation incorporated in Florida. It contracts to provide services on behalf of a number of funders. Those funders have various requirements of the Agency. The requirements are monitored by the funders for compliance.

The Department of Economic Opportunity is a primary funder of the Agency. Through subgrant agreements for low-income home energy assistance and weatherization assistance programs and the community services block grant, the Agency is subject to the requirements of Florida's Government in the Sunshine Law (section 286.011, F.S.). This is because the Agency is standing in the place of the state department when conducting its business.

The contract provision reads as follows:

*(i) Subrecipient is subject to Florida's Government in the Sunshine Law (section 286.011, F.S.) with respect to the meetings of Subrecipient's governing board to discuss, receive recommendations, or take action required pursuant to this Agreement, or the meetings of any subcommittee making recommendations to the governing board regarding matters pursuant to this Agreement. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, F.S.*

Board orientation meetings and the Board By-Laws provide that whenever two or more members of the Board communicate or meet and discuss matters that may come before the Board of Directors, the meeting should be noticed, open to the public, and minutes taken.

Article VI of the By-Laws provides:

**A. Regular Meetings**

*Regular meetings shall be held bi-monthly on the 4<sup>th</sup> Tuesday at a time and place designated by the Board. To the extent required by law, such meetings shall be open meetings as defined in Florida's Sunshine Laws. The meeting date may be changed by the Chairman with a majority vote of the Board.*



United Way of the Big Bend

309 Office Plaza Drive • Tallahassee, Florida • 32301 • 850.222.2043  
[www.CapitalAreaCommunityAction.org](http://www.CapitalAreaCommunityAction.org)



(c) Any power of approval or disapproval granted to DEO under the terms of this Agreement shall survive the term of this Agreement.

(d) This Agreement may be executed in any number of counterparts each of which shall be an original and all of which shall constitute but one and the same instrument.

(e) Subrecipient shall comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. § 12101, et seq.), and the Florida Civil Rights and Fair Housing Acts (sections 760.01 – 760.37, F.S.), which prohibit discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

(f) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and is subject to any modification in accordance with chapter 216, F.S., or the Florida Constitution.

(g) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

(h) Any bills for travel expenses shall be submitted in accordance with section 112.061, F.S.

(i) If Subrecipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall be returned to DEO.

(j) Subrecipient is subject to Florida's Government in the Sunshine Law (section 286.011, F.S.) with respect to the meetings of Subrecipient's governing board to discuss, receive recommendations, or take action required pursuant to this Agreement, or the meetings of any subcommittee making recommendations to the governing board regarding matters pursuant to this Agreement. All of these meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, F.S.

(k) All unmanufactured and manufactured articles, materials, and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. §8302, unless it would not be in the public interest or unreasonable in cost.

(l) DEO shall ensure compliance with section 11.062, F.S., and section 216.347, F.S. The use of funds under this Agreement for the purpose of lobbying the Florida Legislature, the judicial branch, or any State agency is prohibited pursuant to section 216.347, F.S. Subrecipient shall not, in connection with this or any other agreement with the State, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any