

BOARD ITEM

Inter-local Agreement Escambia & Santa Rosa Counties

DRAFT COPY

**CEO/INTERLOCAL AGREEMENT
BETWEEN
BOARD OF COUNTY COMMISSIONERS OF SANTA ROSA COUNTY, FLORIDA
AND
BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA
AND
WORKFORCE ESCAROSA, INC. dba CAREERSOURCE ESCAROSA**

THIS AGREEMENT is made and entered into this ____ day of _____, 2017, between the Board of County Commissioners of Santa Rosa County (hereinafter Santa Rosa), the Board of County Commissioners of Escambia County (hereinafter Escambia), and Workforce Escarosa, Inc. (hereinafter Escarosa).

WITNESSETH

WHEREAS, the United States Congress has enacted the Workforce Innovation and Opportunity Act (WIOA) , Public Law 113-128 (hereinafter the Act), and charged the State of Florida with the establishment of local Service Delivery Areas; and

WHEREAS, Escarosa has been designated as the Local Workforce Development Area (LWDA) to set policy for the portion of the statewide workforce investment system within the local area; and

WHEREAS, the counties have been designated as part of the LWDA for the unincorporated and incorporated areas within the confines of their boundaries: and

WHEREAS, a representative of each county's Board of County Commissioners is encouraged to attend and participate with the LWDA; and

WHEREAS, the County is comprised of the Chief Elected Officials and the Chair of the Board of County Commissioners serves as the Chief Elected Official in the LWDA; and

WHEREAS, the Chair of Escarosa is signatory to agreements with the Board and has been authorized to represent Escarosa; and

WHEREAS, the parties desire to enter into an agreement to engage employers and local and regional partners, such as economic development, education and other community organizations to prepare an educated and skilled workforce under the WIOA regulations to residents in the LWDA.

NOW, therefore, the parties to this Agreement hereby agree:

1. Grant Recipient and Administrative Entity: Pursuant to Section 107(d)(12)(B)(i)(ii), WIOA, the Chief Elected Officials have designated Escarosa to serve as the Fiscal Agent, and the Grant Recipient for WIOA funds, as well as those funds allocated to the Local Workforce Development Area for other workforce related programs by both the Federal and State governments. *However, the Chief Elected Official is not relieved of the liability for any misuse*

of grant funds. Escarosa shall disburse such grant funds immediately for workforce investment activities at the direction of the Escarosa Board of Directors pursuant to the requirements of WIOA and for other related programs in the appropriate manner authorized by State and Federal laws. Escarosa may solicit and accept grants and donations from sources other than the Federal funds made available under the WIOA, and other related legislations.

2. Development of the Local Workforce Services Plan: Pursuant to Section 106 (c) (2), WIOA, the Escarosa Board of Directors will prepare the local WIOA Plan consistent with Section 108 (a) (b) WIOA. Prior to submittal of the Plan to the Governor, Escarosa shall make available copies of the proposed Plan to the public through such means as public hearings and local news media. The Escarosa Board will allow members of the Escarosa Board and members of the public, including representative of business and representatives of labor organization, to submit comments on the proposed Plan to Escarosa not later than the end of the 30-day period beginning the date on which the proposed Plan is made available. Escarosa will also include in the local Plan submitted to the Governor any such comments that present disagreement with the Plan. Following development of the Local Workforce Services Plan, Escarosa will submit it to the governor.

3. Negotiation of Local Performance Standards: Pursuant to Section 116(c) (2) WIOA, Escarosa will negotiate local performance measures with the Governor.

4. Develop Inter-Local Agreement: Escarosa will develop the Chief Elected Official Interlocal Agreement (hereinafter Interlocal) as required by the Act, and submit to both Boards of County Commissioners for approval and signature.

5. Escarosa Board of Directors Composition: The By-Laws of Escarosa shall provide for up to 19 total members, of which 50% shall be private sector representatives, with the remaining membership to be composed of representatives from education, Department of Children and Family Services, veterans organizations, U.S. Military Liaison, Organized Labor, Vocational Rehabilitation, and community organizations representing the disabled population, or other related entities as required by the Act or as may be permitted or required by state statute or regulation. The members shall be appointed for fixed terms and may serve until their successors are appointed.

6. Budget Development: Escarosa shall develop an annual budget for the purpose of carrying out assigned duties under WIOA, subject to the approval of Chief Elected Officials

7. Identification and Selection of Eligible Providers of Youth Activities: Escarosa shall identify eligible providers of youth programs pursuant to PL 113-128, Sec. 107 (d) (10) (B) and Sec. 123, by awarding grants or contract on a competitive basis, based upon the criteria of the State Plan. Contracts may be renewed for up to three years.

8. Identification of Eligible Providers of Training Services: Consistent with PL 113-12, Sec. 1233 (b) (3), Escarosa shall identify eligible providers of training services within the LWDA.

9. Conflicts of Interest: Actions by Escarosa Board members are restricted pursuant to PL, Sec. 107 (h), and other applicable law concerning voting and engaging in certain activities.

10. Non-Discrimination: During the performance of this Agreement, the County and Escarosa assure, both individually and jointly, that they will not engage in any form or manner of discrimination on the basis of race, color, sex, national origin, handicap, marital status, religion or age in the performance of the individual and/or joint functions under this Agreement. The County and Escarosa individually and jointly assure compliance with the Title VI of the Civil Rights Act of 1964; Title VII of the 1964 Civil Rights Act, as amended; the Florida Human Rights Act of 1977; and all other applicable Federal and State laws; Executive Orders and regulations prohibiting discrimination as hereinabove referenced.

11. Memorandum of Understanding: Escarosa, with the agreement of the chief elected officials, shall develop and enter into a memorandum of understanding between Escarosa and the WIOA required one-stop partner.

12. Government in the Sunshine: The activities of the Escarosa Board shall be governed by Chapters 110 and 286, Florida Statutes in accordance with PL 113-128, Sec. 107 (g) (1)

13. Audits and Monitoring: Escarosa shall make available to the Commissioners and the general public through its website, www.careersourceescarosa.com; the audit conducted in accordance with OMB Circular A-133/Single Audit Act annually; Office of Compliance Monitoring reports as they occur and are received; and Board of Directors meeting packets, minutes, summary of financial statements, and budgets, as they are presented to the Board. It is also understood that the Boards of County Commissioners may direct its staff to conduct audits and monitoring of any records of Escarosa; question any expenses or items noted in the budget; attend any and all meetings; and require other information as they deem necessary.

Authorities and Responsibilities of Chief Elected Officials

1) Santa Rosa and Escambia hereby consent to make appointment to the Escarosa Board of Directors as described under (a) and (b) below

a) A general purpose business organization shall collect nominations for private sector membership for Escarosa as vacancies and expirations of terms occur in accordance with the Act and submit those nominations to Escambia and Santa Rosa in accordance with the county to be represented, for approval. Escarosa shall strive to assure that the make-up of the Board provides equitable representation of the Region and represents the diversity of the region. Private sector representative nominees shall be owners of business concerns, chief executives or chief operating officers of non-governmental employers, or other private sector executives who have substantial management of policy responsibility. Nominations to fill vacancies and replace Board members whose terms have expired shall be made in a way that will work to maintain equitable representation as vacancies occur.

b) Santa Rosa and Escambia hereby agree that fifty percent (50%) of the private sector members of Escarosa shall reside and/or own a business or work in Santa Rosa

County, and fifty percent (50%) of the private sector members of the Board shall reside in Escambia County.

- 2) Escambia and Santa Rosa shall be responsible for the approval of the Workforce Services Plan as prepared every two to five years or as required. Escarosa shall be responsible for any notifications of change or modifications necessary to keep the Plan current, and shall submit any changes or modifications to the County Commissioners, as required for information.
- 3) Escambia and Santa Rosa will be responsible for approving the Escarosa budget on an annual basis
- 4) Each Board of County Commissioners shall identify and designate an individual to serve as their designee on the Escarosa Board of Directors. The designee shall be an ex-officio, non-voting member.
- 5) Each Board of County Commissioners shall have the authority to remove a Board Member for cause which was appointed by that Commission for their specific county to the Escarosa Board of Directors. Cause may include, but is not limited to, conviction of a crime involving moral turpitude or dishonesty; and/or intentional and flagrant violation of County or Escarosa standard of conduct to include ethical violations; and/or any conduct the Commissioners determine to be detrimental to Escarosa and/or the County or to the purposes and objectives of the workforce development system. Removal of the Chair or an Officer of the Board requires approval by both Escambia and Santa Rosa County Commissioners for his/her removal

Terms of Agreement:

The terms of this Agreement commence effective on the date signed by all parties and shall run through June 30, 2019. This Agreement shall automatically renew for a subsequent two year period, unless either party notifies the other of its intention not to renew, at least one hundred eighty (180) days prior to the expiration of any two year period. Upon proper execution, the Agreement will be legally valid and binding upon date of approval.

This Interlocal Agreement and any subsequent amendments thereto shall become effective upon filing with the Clerks of the Circuit Court for Escambia and Santa Rosa Counties.

**ESCAMBIA COUNTY BOARD
OF COUNTY COMMISSIONERS**

By: _____
D. B. Underhill, Chairman

Date: _____

ATTEST: Pam Childers
Clerk of the Circuit Court

Deputy Clerk

BCC Approved: _____

**WORKFORCE ESCAROSA, INC.
DBA CAREERSOURCE ESCAROSA**

By: _____
Larry Strain, Chairman

Date: _____

ATTEST: Gretchen Clarke
Secretary

**SANTA ROSA COUNTY BOARD
OF COUNTY COMMISSIONERS**

By: _____
Rob Williamson, Chairman

Date: _____

ATTEST: Donald C. Spencer
Clerk of the Circuit Court

Clerk

BCC Approved: _____

