

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**INTERLOCAL AGREEMENT
BETWEEN
ESCAMBIA COUNTY, FLORIDA
AND
SANTA ROSA COUNTY, FLORIDA
AND**

WORKFORCE ESCAROSA, INC., dba CAREERSOURCE ESCAROSA

THIS AGREEMENT (hereinafter “Agreement”) is made and entered into by and between Escambia County, a political subdivision of the State of Florida (hereinafter “Escambia”), acting through its Board of County Commissioners, with administrative offices located at 221 Palafox Place, 4th Floor, Pensacola, Florida 32502, Santa Rosa County, a political subdivision of the State of Florida (hereinafter “Santa Rosa”), acting through its Board of County Commissioners, with administrative offices located at 6495 Caroline Street, Milton, Florida 32570, and Workforce Escarosa, Inc., dba CareerSource Escarosa, a Florida not-for-profit corporation (hereinafter “Escarosa” or “CSE”), with administrative offices located at 6913 N. 9th Avenue, Pensacola, Florida 32504 (each at times also being referred to as a “Party” or collectively as “Parties”).

WHEREAS, the United States Congress enacted the Workforce Innovation and Opportunity Act of 2014, Pub. L. No. 113-128, 29 U.S.C. § 3101 *et seq.* (“WIOA”), effective July 1, 2015; and

WHEREAS, WIOA charged the State of Florida with the establishment of local service delivery areas; and

WHEREAS, Workforce Escarosa, Inc., dba CareerSource Escarosa has been designed 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, Escambia and Santa Rosa Counties have been designated as part of the LWDA for the unincorporated and incorporated areas within the confines of their boundaries; and

WHEREAS, on May 11, 2017, the Parties previously entered into an interlocal agreement (the “2017 Agreement”), which expires on June 30, 2022; 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 WIOA.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and of the mutual benefits to flow each unto the other, and for other good and valuable consideration, the Parties agree as follows:

(1) **Recitals.** The recitals contained in the Preamble of this Agreement are declared to be true and correct and are incorporated into this Agreement.

(2) **Term.** Upon execution by all Parties, this Agreement shall commence on July 1, 2022. Unless replaced by a superseding agreement, this Agreement shall continue through June 30, 2026.

(3) **Designation of Chief Local Elected Officer (“CLEO”).** As required by federal and state law (Fla. Stat. Ch. 445, as amended), this Agreement designates the Chief Local Elected Official (“CLEO”) for CareerSource Escarosa.

(a) The Chairman of the Santa Rosa County Board of County Commissioners (or his/her designee) and the Chairman of the Escambia County Board of County Commissioners (or his/her designee) will serve in the position of CLEO for alternating years during the period of this Agreement. The effective period of service shall be as follows:

Chief Local Elected Official (“CLEO”) Dates of Service	Escambia County	Santa Rosa County
July 1, 2022 – June 30, 2023		X
July 1, 2023 – June 30, 2024	X	
July 1, 2024 – June 30, 2025		X
July 1, 2025 – June 30, 2026	X	

(b) The CLEO is designated as the official signatory authority for both Counties for the purpose of executing jointly approved documents required for the administration of CSF. Copies of all such signatures and documents will be provided to all other parties to this Agreement in an expeditious manner.

(4) **Grant Recipient and Administrative Entity.** Pursuant to 29 U.S.C. § 3122(d)(12)(B)(i), the CLEO shall serve as the local grant recipient and may designate an entity to serve as a local grant sub-recipient for such funds or as a local fiscal agent.

(a) The CLEO hereby designates CSE to serve as the Fiscal Agent and the Grant Recipient for all 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 CLEO is not relieved of the liability for any misuse of grant funds.

(b) CSE shall disburse such grant funds immediately for workforce investment activities at the direction of the CSE Board of Directors pursuant to the requirements of the WIOA and for other related programs in the appropriate manner authorized by state and federal laws. CSE may solicit and accept grants and donations from sources other than federal funds made available under the WIOA and other related legislation.

(5) **Development of the Local Workforce Services Plan.** Pursuant to 29 U.S.C. § 3121(c)(2) and 20 C.F.R. § 679.370(a), the CSE Board shall prepare the local WIOA plan (the “Plan”) consistent with 29 U.S.C. § 3123(a)–(b).

(a) Prior to submittal of the Plan to the Governor, the CSE Board shall make available copies of the proposed Plan to the public.

(b) The CSE Board shall allow members of the CSE Board and members of the public, including representatives of business and representatives of labor organizations, to submit comments on the proposed Plan to the CSE Board not later than the end of the 30-day period beginning on the date on which the proposed Plan is made available. The CSE Board shall also include in the local Plan submitted to the Governor any such comments that represent disagreement with the Plan.

(c) Following development of the Local Workforce Services Plan, the CSE Board will submit it to the Governor.

(6) **Negotiation of Local Performance Standards.** Pursuant to 29 U.S.C. § 3141(c)(2) and 20 C.F.R. § 679.370(g), the CSE Board shall negotiate local performance measures with the CLEO and the Governor.

(7) **Employment Statistics.** Pursuant to 29 U.S.C. § 3122(d)(2)(B), the CSE Board shall assist the Governor in developing the statewide employment statistics system described in Section 15(e) of the Wagner-Peyser Act (29 U.S.C. § 491–2(e)).

(8) **Program Oversight.** Pursuant to 29 U.S.C. § 3122(d)(8)(A)–(B), the CSE Board shall:

(a) Conduct oversight of the local youth workforce investment activities authorized under 29 U.S.C. § 3164(c), local employment and training activities authorized under sub-sections (c) and (d) of 29 U.S.C. § 3174, and the one-stop delivery system in the local area;

(b) Ensure the appropriate use and management of the funds provided under part (B) for the activities and system described in clause (i); and

(c) For workforce development activities, ensure the appropriate use, management, and investment of funds to maximize performance outcomes under 29 U.S.C. § 3141.

(9) **Duties and Responsibilities of the CSE Board.** The CSE Board shall perform the following duties and responsibilities required as one of the twenty-four (24) designated Workforce Boards in Florida:

(a) Develop the local WIOA Plan and any modification(s) to the Plan; submit to the CLEO for approval; and, in partnership, submit approved Plan and modifications to the Governor.

(b) Conduct workforce research and regional labor market analysis to include analyses and regular updates of economic conditions, needed knowledge and skills, workforce, and workforce development (including education and training) activities to address the identified education and skill needs of the workforce and the employment needs of employers.

(c) Ensure universal access for workforce services for the residents and businesses of Escambia and Santa Rosa Counties.

(d) Ensure compliance with all federal, state, and local legislation, regulations, and policies.

(e) Provide periodic updates and copies of the Annual Audit to the Boards of County Commissioners of each county.

(f) Perform any other appropriate duties necessary for the accomplishment of and consistent with the purposes of this agreement and Florida's workforce development initiatives.

(10) Composition and Appointment of the CSE Board of Directors' Membership. Pursuant to 29 U.S.C. § 3122(b)(2) and Section 445.007, Florida Statutes, as amended, the majority of the CSE Board shall be representatives of business in the local area. Not less than 20 percent of the CSE Board members shall be representative of the workforce within the local area.

(a) CSE Board shall include representatives of entities administering education and training activities in the local area and shall include representatives of governmental, economic, and community development entities serving the local area.

(b) Members of the CSE Board that represent organizations, agencies, or other entities shall be individuals with optimum policymaking authority with the organizations, agencies, or entities. The composition of the membership must generally reflect the racial, gender, and ethnic diversity of the community as a whole.

(c) Members shall be appointed for fixed and staggered terms and serve until their successors are appointed.

(d) Any vacancy in the membership of the CSE Board shall be handled in the same procedural manner as the original appointment. Any member appointed to fill the remaining time of the unexpired term of an outgoing member shall be appointed to only the remaining time of the unexpired term.

(e) Any member of the CSE Board may be removed for cause in accordance with procedures established by the CSE Board By-Laws. In the event a member is removed for cause, CSE Board will notify the Board of County Commissioners which appointed the member.

(f) All members appointed to the CSE Board must agree to comply with the Florida Government in the Sunshine Law (Fla. Stat. § 286.011, as amended) and the Conflict of Interest Disclosure and Financial Disclosure requirements (Fla. Stat. Ch. 112, as amended) as

applicable. The Board is limited in activity and authority by the provisions of the Workforce Innovation and Opportunity Act.

The minimum required representation for appointment to the CSE Board of Directors is depicted at **Appendix A**.

(11) No Local Funds Requested of Counties. No funds are requested from the treasuries of any of the Parties to this Agreement for the workforce development initiatives. All funding of the workforce development initiatives and CSE shall be accomplished entirely by grants and funds available pursuant to workforce development initiative programs.

CSE shall serve as the Fiscal Agent and Grant Recipient for federal and state workforce funds allocated to the workforce region.

(12) One-Stop Operator. Pursuant to 29 U.S.C. § 3151(d)(1), the CSE Board, with the agreement of the CLEO, is authorized to designate or certify one-stop operators and to terminate for cause the eligibility of such operators.

(13) Employer Linkages. The CSE Board shall coordinate the workforce investment activities authorized by law and carried out in the local area with economic development strategies and develop other employer linkages with such activities.

(14) Budget. The CSE Board shall develop a budget for the purpose of carrying out the duties of the Board under WIOA, subject to the approval of the CLEO.

(15) Standing Committees. Pursuant to 29 U.S.C. § 3122(b)(4)(A), the CSE Board may designate and direct the activities of standing committees to provide information and to assist the Board in carrying out activities under this Section 3122(b)(4). Such standing committees shall be chaired by a member of the CSE Board, may include other members of the Board, and may include other individuals appointed by the Board who are not members of the CSE Board and who the Board determines have appropriate experience and expertise.

The CSE Board may designate each of the following:

(a) A standing committee to provide information and assist with operational and other issues relating to the one-stop delivery system, which may include as members representatives of the one-stop partners.

(b) A standing committee to provide information and to assist with planning, operational, and other issues relating to the provision of services to youth, which shall include community-based organizations with a demonstrated record of success in serving eligible youth.

(c) A standing committee to provide information and to assist with operational and other issues relating to the provision of services to individuals with disabilities, including issues relating to compliance with 29 U.S.C. § 3248, if applicable, and applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 *et seq.*) regarding providing programmatic

and physical access to the services, programs, and activities of the one-stop delivery system, as well as appropriate training for staff on providing supports for or accommodations to, and finding employment opportunities for individuals with disabilities.

(16) **Identification of Eligible Providers of Training Services.** Consistent with 29 U.S.C. § 3152, the CSE Board shall identify eligible providers of training services in the local area as described in 29 U.S.C. § 3152(a)–(c).

(17) **Non-Discrimination.** During the performance of this Agreement, the Parties 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 their individual and/or joint functions under this Agreement.

The Parties individually and jointly assure compliance with 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. These assurances shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans, as applicable.

Furthermore, the Parties individually and jointly understand that this Agreement is conditioned upon the variety of these assurances, and that the Counties and the CSE Board members bind themselves to such assurances by execution of this Agreement.

(18) **Public Records.** All Parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. All Parties shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. All Parties shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, all Parties agree to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State.

(19) **Entire Agreement.** This Agreement contains the entire agreement between the Parties and supersedes all prior oral or written agreements. No Party has relied upon any prior, contemporaneous, written, or oral statement, representation, or agreement, except those expressed herein. This Agreement may be amended only by written agreement of the Parties.

(20) **Severability.** If any terms or provisions of this Agreement or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or enforceable, shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature:

ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida

By: [Signature]
Jeff Bergosh, Chairman

Date: 8/4/2022

BCC APPROVED: 8/4/2022



ATTEST: Pam Childers,
Clerk of the Circuit Court

By: [Signature]
Deputy Clerk



SANTA ROSA COUNTY, FLORIDA, a political subdivision of the State of Florida

By: [Signature]
Robert "Bob" Cole, Chairman

Date: BCC Meeting 4/28/2022

BCC APPROVED: _____

ATTEST: Donald C. Spencer,
Clerk of the Circuit Court

By: [Signature]
Deputy Clerk

WORKFORCE ESCAROSA, INC.,
dba CareerSource Escarosa,
a Florida not-for-profit corporation

By: [Signature]
Kathaleen Cole, Chair

ATTEST:

By: [Signature]
Lloyd Risher, Secretary

Date: 7/5/22

Approved as to form and legal sufficiency.

By/Title: [Signature], CL
Date: 7/27/22



Minimum Board Membership Representation July 1, 2022 – June 30, 2026	Appendix A CSE Interlocal Agreement
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Interlocal Agreement
July 1, 2022 – June 30, 2026
Minimum Board Membership Representation

Board Membership Representation	Santa Rosa County	Escambia County	At-Large Santa Rosa/Escambia Counties	Total Members
BUSINESS				
• <i>Business Representatives*</i>	3	7	N/A	10
ECONOMIC DEVELOPMENT				
• <i>Economic Development Organizations</i>	1	0	N/A	1
LABOR/APPRENTICESHIPS				
• <i>Labor Organization</i>	0	0	0	
• <i>Non-union affiliated registered apprenticeship program</i>	N/A	N/A	1	1
EDUCATION				
• <i>Adult Education/Literacy**</i>	0	1	N/A	1
• <i>Institutions of Higher Education</i>	0	0	1	1
COMMUNITY DEVELOPMENT – STATE				
• <i>State Employment Representative</i>	0	0	0	0
• <i>Vocational Rehabilitation***</i>	0	0	1	1
COMMUNITY DEVELOPMENT – OTHER				
• <i>Community Services Block Grant</i>	N/A	N/A	1	1
TOTAL VOTING MEMBERS	4	9	3	16

State Employment Representative is to be appointed by the State of Florida.

*Also represents: Other Entity that administers education and training activities, represents local educational agencies or community-based organizations that have expertise in addressing the education or training needs for individuals with barriers to employment.

** Also represents: Organization with experience and expertise in addressing the employment, training, or education needs of eligible youth.

***Also represents: Organization which provides or supports competitive integrated employment for individuals with disabilities.