

CONTRACT NO. 2023-305

BCC APPROVED 5/9/2023

BOARD RECORDS
FILED FOR THE RECORD

**WORKFORCE INNOVATION AND OPPORTUNITY ACT
2023 MAY -9 PM 3:15 INTERLOCAL AGREEMENT BETWEEN**

KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL

**MANATEE COUNTY, SARASOTA COUNTY, AND SUNCOAST WORKFORCE
BOARD, INC.**

THIS AGREEMENT is made and entered into by and between Manatee County, a political subdivision of the State of Florida, Sarasota County, a political subdivision of the State of Florida, and Suncoast Workforce Board, Inc., d/b/a CareerSource Suncoast (CSS), a Florida nonprofit corporation, hereinafter collectively referred to as the "Parties."

WHEREAS, the Workforce Innovation and Opportunity Act (WIOA), Pub. L. No. 113-128, 128 Stat. 1425 (2014) and the Florida Workforce Innovation Act of 2000, Chapter 445, F.S., as amended, hereinafter collectively referred to as the "Acts", direct Florida's workforce development strategy; and

WHEREAS, Manatee County and Sarasota County (hereinafter the "Counties") support an integrated public workforce service-delivery system designed to help jobseekers access employment, education, training and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy; and

WHEREAS, the Governor of the State of Florida has designated the Counties as local workforce development area 18 (LWDA 18), and the Boards of County Commissioners of Manatee County and Sarasota County desire that the Counties continue to be designated a local workforce development area; and

WHEREAS, CSS, has been established as the Local Workforce Development Board (LWDB) and fiscal agent, and to perform specific policy, oversight, and administrative functions for the LWDA 18 in accordance with Section 445.007, F.S.; and

WHEREAS, it is the responsibility of each County in the LWDA 18 to appoint members to the LWDB in accordance with the Acts; and

WHEREAS, Section 107(c)(1)(B) of the WIOA provides that a local workforce development area includes more than one unit of general local government, the elected officials of such local governments may execute an agreement that specifies their respective roles; and

WHEREAS, the Boards of County Commissioners of Manatee County and Sarasota County executed an Interlocal Agreement in July 2017 (hereinafter referred to as the "2017 Interlocal Agreement"), to establish joint policies between the Counties to comply with federal and state laws governing workforce development; and

WHEREAS, changes to federal and state laws governing workforce development necessitate revising and updating the 2017 Interlocal Agreement.

NOW, THEREFORE, in consideration of the conditions herein set forth the Parties agree as follows:

1. Definitions

- A. "Agreement" means this agreement, including any amendments or supplements hereto executed and delivered in accordance with the provisions of this agreement.
- B. "Acts" refers interchangeably to the Workforce Innovation and Opportunity Act (WIOA), Pub. L. No. 113-128, 128 Stat. 1425 (2014) and the Florida Workforce Innovation Act of 2000, Chapter 445, F.S.
- C. "Counties" means Manatee and Sarasota Counties collectively.
- D. "LWDA" means the Local Workforce Development Board Area for CSS, consisting of the geographical area of the Counties, and designated by the Governor of the State of Florida as the local area pursuant to 29 USC §3121.
- E. "LWDB" means the Local Workforce Development Board and consists of the LWDA appointees who serve on the LWDB performing the duties stated in Section 8 herein.
- F. "CSS" means CareerSource Suncoast, the Administrative Entity and Fiscal Agent of the LWDB.
- G. "CLEO" refers to the Chief Local Elected Official. Pursuant to WIOA Sec. 3(9), the CLEO is the chief elected executive officer of a unit of general local government in a local area and, in a case in which a local area includes more than one unit of general local government, the representative(s) under an agreement that specifies the respective roles.
- H. "Executive Leadership" means the CSS executive team comprising of the President/Chief Executive Officer, Vice-president/Chief Operating Officer, Vice-President/Chief Financial and Administrative Officer, and the Vice-President/Chief Talent Officer.
- I. "Fiscal Agent" means the individual or entity designated with the responsibilities described in 20 CFR § 679.420.
- J. "Parties" means the Counties and CSS.
- K. "Previous agreement" means that certain Interlocal agreement entered into by the Counties in July 2017, and any other agreement between the Counties and/or the Parties concerning this matter, which is superseded by this Agreement.
- L. "Programs" means the workforce development programs operating within the LWDA and that are administered by the LWDB.
- M. "State" means the State of Florida
- N. "WIOA" means the Workforce Innovation and Opportunity Act of 2014, 29 USCS §3101 - §3361, United States Public Law 113-128.
- O. "Workforce Innovation Act" means Chapter 445, Fla. Stat., known as the "Workforce Innovation Act of 2000."

P. "CCC" is the Commissioners Coordinating Council. This is one appointed member of the Board of County Commissioners of each of the Counties.

2. Purpose

The purpose of this Interlocal Agreement is to establish joint policies between the Counties and CSS required for compliance with the Acts. This Interlocal Agreement is intended only in furtherance of the fulfillment of the Parties' obligations pursuant to the authorities recited herein and remains subject to the rights of the Parties to amend this Interlocal Agreement as may be permitted by law and agreed to by the Parties.

3. Term of Agreement

This Agreement shall take effect as of the Effective Date as written below in Section 14 and will remain in effect until terminated pursuant to the notice and termination provisions set forth in Sections 4 and 14 of this agreement.

4. Notice

All notices required or permitted under this Agreement shall be in writing and be addressed to the Parties and their representatives as shown below, or to such other addresses and representatives of a Party as that Party shall notify the others under this Section. Notices shall be deemed made only if delivered by certified or registered first class mail, return receipt requested, by U.S. overnight mail or commercial overnight mail with a tracking number and record, or by commercial courier service with a receipt, and shall be deemed to have been given or made as of the date received, as evidenced by the receipt or record:

To: Manatee County, Florida
Board of County
Commissioners
Attn: County Administrator
and Community and Veterans
Services
1112 Manatee Ave. W.
Bradenton, FL 34205

To: Sarasota County, Florida
Board of County
Commissioners
Attn: County Administrator
and Governmental Relations
1660 Ringling Blvd.
Sarasota, FL 34236

To: Suncoast Workforce Board, Inc.,
dba CareerSource Suncoast
Attn: President/CEO
3660 N. Washington Blvd.
Sarasota, FL 34234

Any changes to the contact information outlined above shall be provided to the other Parties pursuant to the notice provisions of this agreement.

5. Local Workforce Development Board Formation
The designation of Suncoast Workforce Board, Inc., doing business as CareerSource Suncoast (CSS) as the Local Workforce Development Board (LWDB) for the LWDA 18 is hereby ratified and acknowledged.

6. Administrative Entity and Fiscal Agent Designation
In accordance with the provisions of the Acts and Pursuant to 20 CFR 679.420, this Agreement designates CSS as the Administrative Entity, sub-grantee recipient and fiscal agent for the LWDA 18 and shall serve as staff to the LWDB.

As the designated Fiscal Agent, CSS is responsible for the following;

- A. Receive funds;
- B. Ensure sustained fiscal integrity and accountability for expenditure of funds in accordance with the Management and Budget circulars, WIOA and the corresponding Federal Regulations and State policies;
- C. Respond to all audit financial findings;
- D. Maintain proper accounting records and adequate documentation;
- E. Preparation of financial reports;
- F. Provide technical assistance to any subrecipients regarding fiscal issues;
- G. Procure all contracts and obtain written agreements;
- H. Conduct financial monitoring; and
- I. In accordance with 2 CFR 200, Part F and 20 CFR 679.420, ensure independent fiscal audits of all employment and training programs.

The foregoing is without limitation for CSS to comply with any and all additional responsibilities of the designated fiscal agent as set forth in applicable federal and state laws and policies.

7. Financial Responsibility
As provided in the WIOA, the Board of County Commissioners of each of the Counties, as the CLEO, is not relieved of liability for the misuse of grant funds by the designation of CSS as sub-grantee and Fiscal Agent as provided herein. However, as authorized by WIOA, to provide assurances to and protection for the CLEO, CSS agrees to the following:

- A. Indemnification: Unless determined to be contrary to applicable law, CSS shall indemnify, defend, and hold harmless the Board of County Commissioners of each of the Counties, its agents and employees, from all claims, suits, judgments or damages caused by CSS, its agents or employees' negligent act or omission in the performance of its obligations under this Agreement. CSS shall not, however, indemnify, defend or hold harmless the Board of County Commissioners of each of the Counties from any claims, suits, judgments or damages resulting solely from the negligence of the tortfeasor County, its agents and employees.

- B. Disallowed Cost Liability: In the event CSS is determined to be responsible for any disallowed costs, through whatever means, CSS and the Counties will mutually work to resolve all such disallowed costs to include but not limited to: method of repayment, accountability of repayment, legal counsel and/or dispute of repayment. In the event that repayment of funds is demanded by the funding source, CSS shall have responsibility for repayment. In the event CSS funds are insufficient, then any repayment obligation shall be determined by the Acts.
- C. The foregoing notwithstanding, nothing herein shall be construed or interpreted as denying any Party any remedy or defense available to it under the laws of Florida. Nothing herein shall be construed or interpreted as a waiver of either County's sovereign immunity or an extension of its liability beyond the limits established pursuant to Section 768.28, Florida Statutes.

8. LWDB- Authority, Duties, and Responsibilities

The LWDB provides strategic and operational oversight, assists in achievement of the State's strategic and operational vision and goals, and maximizes and continues to improve quality of services, customer satisfaction, and effectiveness of services provided. In accordance with WIOA sec. 107(d) and 20 CFR 679.320 the LWDB responsibilities include, but are not limited to:

- A. Developing the local and regional workforce development plans and upon approval of the CLEO, submitting plans to the Department of Economic Opportunity (DEO); and
- B. Conducting workforce research and regional labor market analysis; and
- C. Convening local workforce development system stakeholders to assist in the development of the local plan and identify expertise and resources to leverage support for workforce development activities; and
- D. Leading efforts to engage a diverse range of employers and other entities in the region; and
- E. Leading efforts to develop and implement career pathways; and
- F. Leading efforts in the local area to identify and promote proven and promising strategies and initiatives for meeting the needs of employers, workers, and jobseekers; and
- G. Conducting oversight of the WIOA adult, dislocated worker and youth programs and the entire workforce delivery system, ensure the appropriate use and management of WIOA funds and ensure the appropriate use, management and investment of funds to maximize performance outcomes; and

- H. Negotiating and reaching agreement on local performance measures with the State and approval from the CLEO; and
- I. In partnership with the CLEO, establishing bylaws and codes of conduct for LWDB members, CSS President/CEO and staff to the LWDB; and
- J. Establishing additional monitoring and reporting requirements to ensure the LWDB is compliant with WIOA, final rules and regulations, OMB circulars, and the State's conflict of interest policy; and
- K. Coordinating with the CLEOs regarding the identification and nomination of members to the LWDB and ensuring membership is compliant with WIOA and Florida Statutes; and
- L. Organizing LWDB board meetings and ensuring meetings are held according to the LWDB's bylaws and Florida's sunshine laws; and
- M. Developing and submitting the local and regional workforce development plan;
- N. Conducting oversight of the WIOA audit, dislocated worker, youth programs and entire one-stop delivery system, including development of policies and monitoring the administration of the programs;
- O. Negotiating with the CLEOs and required partners for the Memorandum of Understanding (as prescribed in Administrative Policy 106 – Memorandums of Understanding and Infrastructure Funding Agreements);
- P. Negotiate with mandated partners on the methods for funding the infrastructure costs of the one-stop career center(s) in the Local Area in accordance with 20 CFR 678.715 and present for CLEO approval as appropriate; and
- Q. In compliance with local board procurement policy, provide oversight of the competitive procurement process for procuring or awarding contracts for providers of youth program services, providers of workforce services (if applicable), and the one-stop operator as required in paragraph (I) of 20 CFR 679.370; and
- R. Develop an annual budget for LWDB activities; and
- S. Certifying the one-stop career centers. One-stop certification requirements may be found in Administrative Policy 93 – One-Stop Career Center Certification Requirements; and

- T. Monitor progress toward the achievement of the performance measures set forth in the Local Plan and negotiated with DEO. The CSS Executive Leadership will report performance measure outcomes to the CLEO and LWDB at minimum semi-annually. This report shall also, include but is not limited to, DEO monitoring results, compliance reports, budget reports/updates, and any other professionally procured performance reports; and
- U. CSS may seek, compete for, and accept any grants and/or donations from sources other than Federal and State funds made available under the Acts or by other community-based organizations; and
- V. In Accordance with 20 CFR 661.307, CSS shall conduct business in an open manner as required by the Acts, by making available to the public, on a regular basis, through open meetings, information about the activities of the LWDB and CSS, including but not limited to information on the Local Plan, LWDB membership, policy development, grant awards, procurement, meeting agenda's and minutes.

9. Counties- Authority, Duties, and Joint Responsibilities

- A. A Commissioners Coordinating Council (CCC) shall be composed of one member of the Board of County Commissioners of Manatee County and that of Sarasota County. Annually, each Board of County Commissioners will appoint a member to serve on the Commissioners Coordinating Council of the LWDB 18.
- B. The Counties hereby delegate the duties of the "Chief Local Elected Official", as such position is defined in Section 3(9) of the WIOA, to the CCC, except as otherwise specifically provided herein. The CLEO shall have all of the rights, duties, and responsibilities of the CLEO in accordance with the Acts and corresponding regulations.
- C. Where the consent, approval, concurrence or other action of the "Chief Local Elected Official" of the Counties is required, a motion approved on the record by the CCC, shall be sufficient to provide such consent, approval, concurrence or other action required. Such matters include, but are not limited to, the selection and appointment of the LWDB members, the LWDB local plan and amendments thereto, and the LWDB annual budget. Each county commissioner appointed to the CCC shall report periodically to their respective County Commission regarding such matters.
- D. All decisions of the CCC shall require the approval of both members of

the CCC. In the event the members of the CCC cannot reach agreement, the Boards of County Commissioners of the Counties shall either hold a joint meeting or appoint an ad hoc committee to resolve the impasse.

- E. All meetings of the CCC shall be subject to the Florida Government in the Sunshine Act, Section 286.011, F.S. LWDB staff shall provide each member of the CCC with adequate advance notice of all meetings and matters before the CCC.
- F. To facilitate the dissemination of information, the LWDB staff shall provide each member of the CCC with a reading file containing the current LWDB meeting packet with all enclosures, together with a copy of the adopted minutes of each meeting of the LWDB. LWDB staff shall provide a copy of the current LWDB budget and a copy of the LWDB annual independent financial audit to each member of the CCC.
- G. Each Board of County Commissioners may, at its election, conduct periodic, interim audits or select third parties to conduct periodic interim audits, of the LWDB's records and files to verify the performance by the LWDB of its duties required pursuant to any Federal or State Law, regulation, rule, order or Agreement. The extent and scope of any audits conducted under this paragraph shall be within the sole discretion of the requesting Board of County Commissioners. The LWDB shall be provided the opportunity to respond to the preliminary results of any such audit, prior to its final issuance.

10. LWDB Board Composition

- A. The composition of the LWDB shall be consistent with the provisions of federal and state requirements as dictated by the Acts and CareerSource Florida administrative policies.
- B. The composition of the LWDB Board shall ensure that there is representation from both Counties.
- C. In the event that representatives cannot be obtained to fill all the positions set forth in the minimum guidelines, it is the intent of the Parties that the LWDB shall continue to function while good faith efforts are made to fill such vacant positions.

11. Nomination Procedures/Appointment Process

A. Nominations and/or applications for the LWDB shall be solicited in compliance with the requirements of the Acts.

B. Upon approval by the Commissioners Coordinating Council, appointments shall be effective as provided herein.

12. Terms of Office

A. All appointments to the LWDB shall be for four (4) years with a maximum of eight (8) consecutive years and shall commence on the date the Commission of Coordinating Council approved the appointment, unless otherwise noted in the approval.

B. Vacancies in the LWDB membership created by death, resignation or disqualification shall be filled by an appointment made in the same manner as the original appointment, and the appointee shall serve the remainder of the unexpired term.

13. LWDB Board Activities

A. The LWDB and the activities that are authorized hereby shall comply with the Acts, and any subsequent agreements that may be entered into with the parties hereto.

B. The LWDB shall follow the adopted bylaws governing its operation and for the discipline and removal of members, including removal for failure to attend meetings.

14. Term, Amendments, and Termination

A. This agreement shall take effect upon the filing of a duly executed original with the Clerk of Circuit Court of Sarasota County and the Clerk of Circuit Court of Manatee County (the "Effective Date") and shall remain in effect until terminated pursuant to the notice and termination provisions herein.

B. Upon the Effective Date, this Interlocal Agreement shall supersede and replace the 2017 Interlocal Agreement between the Counties.

C. This Interlocal Agreement may be amended or modified in writing, signed by duly authorized representatives, and filed with participating Counties.

D. The Parties each reserve the right to terminate this Interlocal Agreement at any time by providing written notice to the other Parties pursuant to the notice provisions herein. Prior to providing such notice of termination, the Parties covenant and agree to each give due consideration to the consequence arising as the result of such termination, including the effect upon both Counties, the potential loss of programs and program funding, and the possibility of agreed to amendments, or delegation of authority to the other party. All terminations shall provide ninety (90) days written notice to the other Parties.

E. This Interlocal Agreement shall terminate immediately should this Interlocal Agreement become illegal due to changes in state or federal law.

15. Disclaimer of Beneficiaries

This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue to, by reason of this Agreement, or for the benefit of any third party not a party to this Agreement.

16. Governing law

This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any dispute shall be located in a civil court of competent jurisdiction in 12th Judicial Circuit in and for Manatee County and Sarasota County, Florida.

17. Severability

Should any term or provision of this Agreement be held invalid or unenforceable by any court of competent jurisdiction, then such term or provision shall be deemed separate from the remaining terms and provisions of this Agreement which shall remain in full force and effect.

18. Dispute Resolution

A. In the event of a dispute between any of the Parties under this Agreement, the CCC and executive director of CSS, or their respective designees, shall review such dispute and options for resolutions. The joint decision of the CCC and the executive director of CSS shall be final. In the event the CCC and CSS are unable to agree then the matter shall be referred to the respective Commissions, who may jointly elect to hold a joint meeting to discuss the matter. To the extent Chapter 164, F.S., applies, this dispute resolution process shall substitute for the process set forth in Chapter 164, F.S.

B. The Parties hereby expressly agree that in the event of litigation regarding this Agreement, ANY AND ALL RIGHTS TO A JURY TRIAL ARE WAIVED.

19. Public Records

The records related to this Agreement shall be deemed public records in accordance with Florida law, available for inspection at all reasonable times by the Counties and any other party as provided by law regardless of whether said records are presently deemed public records by law. CSS agrees not to destroy or dispose of any such public records except in accordance with the requirements of Chapter 119, F.S., subject to the retention requests set forth herein. This section shall survive the termination of the expiration of this Agreement.

IF CSS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CSS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Sarasota County
Public Records office
1660 Ringling Blvd.
Sarasota, FL 34236**

Phone: 941-861-5886

Email: publicrecords@scgov.net

**Manatee County
Public Records Office
1115 Manatee Ave. W.**

Phone: 941-749-1800

Email: ServiceDesk@manateeclerk.com

Bradenton, FL 34208

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SIGNATURE PAGE 1 of 3

SUNCOAST WORKFORCE BOARD, INC., dba, CAREERSOURCE SUNCOAST, a Florida non-profit 501C(3) company .

APPROVED, this 28th day of March, 2023.

Printed Name: Joshua Matlock

By: 
President/CEO

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SIGNATURE PAGE 2 of 3

MANATEE COUNTY, a political subdivision of the State of Florida

APPROVED, with a quorum present and voting this the 25th day of April, 2023.

By: Its Board of County Commissioners

Printed Name: Kevin Van Oosterbridge

By: [Signature]
Chairman



ATTEST: By: Robin Potts, DC
Clerk of the Circuit Court and Comptroller

By: Robin Potts, DC
Clerk of the Circuit Court

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SIGNATURE PAGE 3 of 3

SARASOTA COUNTY, a political subdivision of the State of Florida

APPROVED, with a quorum present and voting this the 9 day of May, 2023.

By: Its Board of County Commissioners

Printed Name: Ron Cutsinger

By: [Signature]
Chairman

ATTEST: [Signature]

Clerk of the Circuit Court and Comptroller

By: [Signature]
Clerk of the Circuit Court

APPROVED AS TO FORM AND CORRECTNESS

[Signature]
COUNTY ATTORNEY *ces*

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