

INTERLOCAL AGREEMENT

**OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS
WALTON COUNTY BOARD OF COUNTY COMMISSIONERS
AND
OKALOOSA WALTON JOBS & EDUCATION PARTNERSHIP, INC., DBA
CAREERSOURCE OKALOOSA WALTON**

This Agreement made and entered into between the Counties of Okaloosa and Walton, of the State of Florida, (hereinafter referred to as Board or Boards), effective July 1, 2020 – June 30, 2024.

WITNESSETH

WHEREAS, the United States Congress has enacted the Workforce Innovation and Opportunity Act (WIOA), Public Law 113-128, July 22, 2014, and charged the State of Florida with the establishment of local Service Delivery Areas; and

WHEREAS, Okaloosa Walton Jobs & Education Partnership, Inc., dba CareerSource Okaloosa Walton (hereinafter referred to as CSOW) 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 Chairman of the Board of County Commissioners is signatory to agreements with the Board and has been authorized to represent the Board; 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.

NOW, THEREFORE, IT IS MUTUALLY AGREED:

1. Establishment

Pursuant to WIOA Section 107, Local Workforce Development Boards; there shall be established, and certified by the Governor of the State, a local workforce development board in each local area.

2. Grant Recipient and Administrative Entity

Pursuant to WIOA Section 107 (d) (12) (B) (i) (I) and (II), the Chief Elected Official 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. The Chief Elected Official hereby designates CAREERSOURCE OKALOOSA WALTON (CSOW) 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 Chief Elected Official is not relieved of the liability for any misuse of grant funds. CSOW shall disburse such grant funds immediately for workforce investment activities at the direction of the CSOW 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. CSOW may solicit and accept grants and donations from sources other than Federal funds made available under the WIOA, and other related legislation.

3. Development of the Local Workforce Services Plan

Pursuant to WIOA Section 106 (c) (2) and 20 CFR 679.370 (a), the CSOW Board will prepare the local WIOA Plan consistent with WIOA Section 108 (a) and (b). Prior to submittal of the Plan to the Governor, the CSOW Board shall make available copies of the proposed Plan to the public. The CSOW Board will allow members of the CSOW Board and members of the public, including representatives of business and representatives of labor organizations, to submit comments on the proposed Plan to the CSOW Board not later than the end of the 30-day period beginning on the date on which the proposed Plan is made available. The CSOW Board will also include in the local Plan submitted to the Governor any such comments that represent disagreement with the Plan. Following development of the Local Workforce Services Plan, the CSOW Board will submit it to the Governor.

4. Negotiation of Local Performance Standards

Pursuant to WIOA Section 116 (c) (2) and 20 CFR 679.370 (j), the CSOW Board will negotiate local performance measures with the Chief Elected Official (CEO) and Governor.

5. Employment Statistics

Pursuant to WIOA Section 107 (d) (2) (B), the CSOW Board shall assist the Governor in developing the statewide employment statistics system described in the Wagner-Peyser Act (29 U.S.C. 491– 2(e)), Section 15(e).

6. Program Oversight

Pursuant to WIOA Section 107 (d) (8) (A) (i) and (ii) and (B), the CSOW Board shall:

- a. Conduct oversight of the local youth workforce investment activities authorized under WIOA section 129(c), the local employment and training activities authorized under sub-sections (c) and (d) of WIOA section 134, and the one-stop delivery system in the local area.
- b. Ensure the appropriate use and management of the funds provided under subtitle 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 WIOA section 116.

7. Duties and Responsibilities of the CSOW Board

The CSOW Board shall perform the following duties and responsibilities required as one of the 24 designated Workforce Boards in Florida:

- a. Develop the local WIOA Plan and any modification(s) to the Plan; and submit to the CEO 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 Okaloosa and Walton 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.

8. Composition and Appointment of the CSOW Board of Directors' Membership

Pursuant to State law and WIOA Section 107 (b) (2) (A) (i-iii); (B) (i-iv); (C) (i-iii); (D) (i-v); and (E), such criteria shall require at a minimum that a majority of the members of the CSOW Board shall be representatives of business in the local area; and not less than 20 percent of the members shall be representatives of the workforce within the local area. CSOW Board shall include representatives of entities administering education and training activities in the local area; and include representatives of governmental, economic, and community development entities serving the local area.

Members of the 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. Members shall be appointed for fixed and staggered terms and serve until their successors are appointed.

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

All members appointed to the Board must agree to comply with Florida Government in the Sunshine Law, Conflict of Interest Disclosure, and Financial Disclosure requirements 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 CSOW Board of Directors is depicted at Appendix A.

9. Designation of Chief Local Elected Official (CLEO)

As required by federal and state legislation, this Agreement will designate the Chief Local Elected Official (CLEO) for CareerSource Okaloosa Walton. The Chairman of the Walton County Board of County Commissioners (Or his/her designee) and the Chairman of the Okaloosa County Board of County Commissioners (Or his/her designee) will serve in the position of CLEO for alternating years during the period of this Interlocal Agreement. The effective period of service shall be as follows:

Chief Local Elected Official (CLEO) Dates of Service	Okaloosa County	Walton County
July 1, 2020 – June 30, 2021		X
July 1, 2021 – June 30, 2022	X	
July 1, 2022 – June 30, 2023		X
July 1, 2023 – June 30, 2024	X	

In this capacity, 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 CSOW. Copies of all such signatures and documents will be provided to all other parties to the agreement in an expeditious manner.

10. No Local Funds Requested of Counties

No funds are being requested from the treasuries of any of the parties to this Agreement for the workforce development initiatives; it being the intent thereof that all funding of the workforce development initiatives and CSOW shall be accomplished entirely by grants and funds available pursuant to workforce development initiative programs. CareerSource Okaloosa Walton serves as the Fiscal Agent and Grant Recipient for federal and state workforce funds allocated to the workforce region.

11. One-Stop Operator

Pursuant to WIOA Section 121(d) (1), the CSOW Board, with the agreement of the chief elected official, is authorized to designate or certify one-stop operators and to terminate for cause the eligibility of such operators.

12. Employer Linkages

The CSOW 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.

13. Budget

The CSOW Board shall develop a budget for the purpose of carrying out the duties of the Board under WIOA, subject to the approval of the Chief Elected Official.

14. Standing Committees

Pursuant to State law and WIOA Section 107 (b) (4) (A), the CSOW 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. Such standing committees shall be chaired by a member of the CSOW Board; may include other members of the Board and may include other individuals appointed by the Board who are not members of the CSOW Board and who the Board determines have appropriate experience and expertise. The CSOW 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 WIOA section 188, 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.

15. Identification of Eligible Providers of Training Services

Consistent with WIOA Section 122, the CSOW Board shall identify eligible providers of training services in the local area as described in WIOA Section 122 (a), (b), and (c).

16. Non-Discrimination

During the performance of this Agreement, the County and the CSOW Board 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 County and the CSOW Board 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 Counties and the CSOW Board individually and jointly understand that this Agreement is conditioned upon the variety of these assurances, and that the County and the CSOW Board members bind themselves to such assurances by execution of this Agreement.

17. 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.

18. Board Attestation

The CSOW Board represents and warrants that its members have not offered or given any gratuity to any official employee or agent of the Counties or any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect the performance of an agreement, and that each member has read and is familiar with this provision.

19. Duration of Agreement

This Agreement shall replace an existing agreement in effect from the period date of the Agreement approved by both parties through June 30, 2020 and remain in effect for the geographical area identified herein from the date of approval through June 30, 2024 unless it is replaced by a new Interlocal Agreement.

20. Effective Date

This Agreement shall be effective on the date the Agreement is approved by both parties, whichever event occurs last.



Interlocal Agreement

July 1, 2020 – June 30, 2024

Minimum Board Membership Representation

Board Membership Representation	Okaloosa County	Walton County	At-Large Okaloosa/Walton Counties	Total Members
<u>BUSINESS</u>				
• <i>Business Representatives*</i>	7	7	N/A	14
<u>ECONOMIC DEVELOPMENT</u>				
• Economic Development Organizations	1	1	N/A	2
<u>LABOR/APPRENTICESHIPS</u>				
• <i>Organized Labor/ Representative of Employees</i>	2	0	N/A	2
• <i>Labor Membership/ Apprenticeship</i>	0	0	1	1
<u>EDUCATION</u>				
• <i>Adult Education/ Literacy</i>	0	1	N/A	1
• <i>Institutions of Higher Education</i>	1	1	N/A	2
• <i>Private Education Provider</i>	1	0	N/A	1
<u>COMMUNITY DEVELOPMENT - STATE</u>				
• <i>State Employment Representative**</i>	0	0	0	0
• <i>Rehabilitation Services</i>	0	0	1	1
<u>COMMUNITY DEVELOPMENT - OTHER</u>				
• <i>Community Services Block Grant</i>	N/A	N/A	1	1
• <i>Community Based Organization Serving Disabled Individuals</i>	N/A	N/A	1	1
• <i>Department of Children and Family Services</i>	0	0	1	1
TOTAL VOTING MEMBERS	12	10	5	27

*A majority of Board members shall be representatives of business in the local area

** to be appointed by the State of Florida – currently vacant


21. Signatures

Evidence of approval of this Agreement by both Boards of County Commissions of Okaloosa and Walton Counties is indicated by the signature of the authorized parties.

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this Agreement.

APPROVED BY:

Chief Elected Official for Okaloosa County

By:  _____

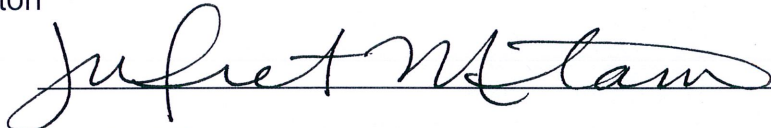


Name: Robert A. "Trey" Goodwin III

Title: Chairman, Okaloosa Board of County Commissioners

Date: FEB 18 2020

Okaloosa Walton Jobs & Education Partnership, Inc. dba CareerSource Okaloosa Walton

By:  _____

Name: Juliet Milam

Title: Chair

Date: February 5, 2020

Attest: Okaloosa Walton Jobs & Education Partnership, Inc. dba CareerSource Okaloosa Walton

By:  _____

Name: Michele Burns

Title: Executive Director

Date: February 5, 2020

Appendix A – Minimum Board Membership Representation


21. Signatures

Evidence of approval of this Agreement by both Boards of County Commissions of Okaloosa and Walton Counties is indicated by the signature of the authorized parties.

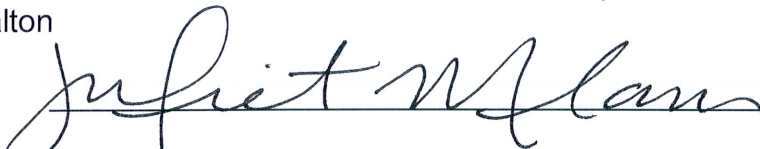
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APPROVED BY:

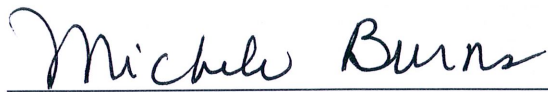
Chief Elected Official for Walton County

By: 
Name: W. W. Chapman
Title: CHAIRMAN - WCB ce
Date: 3/10/20

Okaloosa Walton Jobs & Education Partnership, Inc. dba CareerSource Okaloosa Walton

By: 
Name: Juliet Milam
Title: Chair
Date: February 5, 2020

Attest: Okaloosa Walton Jobs & Education Partnership, Inc. dba CareerSource Okaloosa Walton

By: 
Name: Michele Burns
Title: Executive Director
Date: February 5, 2020