

**INTERLOCAL AGREEMENT CONTINUING
THE NORTH FLORIDA WORKFORCE CONSORTIUM**

THIS INTERLOCAL AGREEMENT (“Agreement”), made and entered into pursuant to the authority of Section 163.01, Florida Statutes, by and between the FIVE (5) Counties: Hamilton, Lafayette, Madison, Suwannee, and Taylor, of the State of Florida, for the purposes of continuing the North Florida Workforce Consortium, hereinafter referred to as the “**Consortium**”, and establishing the roles and responsibilities of the Consortium.

WITNESSETH

WHEREAS, Public Law 113-128, enacted by the Congress of the United States effective July 22, 2014, which act is known as the "Workforce Innovation and Opportunity Act" (hereinafter "WIOA") establishes a program to prepare youth and unskilled adults for entry into the labor force and to afford job training to those economically disadvantaged individuals and other individuals facing serious barriers to employment, who are in special need of such training to obtain productive employment; and

WHEREAS, WIOA authorizes expenditures of federal funds for workforce development in areas of the state designated by the Governor as a Local Workforce Development Area (“Local Areas”); and

WHEREAS, The Florida Workforce Innovation Act of 2000, Chapter 445, Florida Statutes, further delineates the roles and responsibilities of all parties in the expenditure of federal funds for workforce development programs in such designated areas; and

WHEREAS, Jefferson County has been realigned from North Florida Workforce Development Board, Inc. (dba CareerSource North Florida) to Big Bend Jobs & Education Council, Inc. (dba CareerSource Capital Region) as designated by the Governor of the State of Florida as provided by CareerSource Florida, effective July 1, 2024; and

WHEREAS, pursuant to the Acts listed above, Counties may execute an Agreement that specified the roles of the Chief Elected Officials (CEOs) as provided by CareerSource Florida and defines the scope of this relationship and responsibilities provided herein; and

WHEREAS, the WIOA creates a partnership among the state, local governments, and the private sector, with primary emphasis upon the coordination of workforce development programs; and

WHEREAS, the Boards of County Commissioners of each of the parties to this Agreement desires that its County be included in an area workforce development plan to avail its citizens of the benefits of the WIOA; and

WHEREAS, the Boards of County Commissioners of each of the parties finds value in forming an undivided network amongst these and other rural counties within the state and strongly advocates for longstanding cohesiveness of rural communities; and

WHEREAS, the Boards of County Commissioners of each of the parties acknowledge the need for maximization of education, training, and employment resources and the need for a Local Workforce Development Board charged with the responsibility for implementing federal and state policies within the Local Area in order to make the most efficient use of the authority; and

WHEREAS, the parties to this Agreement formed a Consortium to carry out their separate and independent functions described herein in a coordinated and cooperative fashion.

NOW, THEREFORE, in consideration of the premises and mutual covenants and obligations herein contained and for other good and valuable consideration, the parties agree and understand as follows:

1. Re-Authorization of the North Florida Workforce Consortium

A multi-jurisdictional arrangement, the "North Florida Workforce Consortium" or "Consortium" shall continue for the express purpose of carrying out the individual responsibilities of each party to this Agreement under the WIOA and other applicable statutes.

The Consortium shall consist of five (5) members beginning July 1, 2024. The Boards of County Commissioners of each county shall each designate a member of their County Commission to serve as the County's representative on the Consortium.

2. Parties to this Agreement

Each of the parties to this Agreement is a County of the State of Florida, and as such is a general-purpose political subdivision which has the power to levy taxes and expend funds, as well as general corporate and police powers. These parties are more particularly identified as follows:

Hamilton County Board of County Commissioners

Jasper, Florida

Lafayette County Board of County Commissioners	Mayo, Florida
Madison County Board of County Commissioners	Madison, Florida
Suwannee County Board of County Commissioners	Live Oak, Florida
Taylor County Board of County Commissioners	Perry, Florida

3. Consideration

To establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties hereto, the following are the predicates underlying the undertakings and commitments included within the provisions which follow and shall be constructed as the essential elements of the mutual considerations upon which this Agreement is based.

4. Geographical Area to be Served by this Agreement

The geographical areas which will be served by this Agreement are the entire geographical areas of each of the five (5) member counties, which geographical areas are legally described in Chapter 7, Florida Statutes.

Pursuant to the Governor's designation and alignment of 2023, the five members constituting the North Florida Workforce Consortium and North Florida Workforce Development Board, Inc. shall be the Counties of Hamilton, Lafayette, Madison, Suwannee, and Taylor.

5. Size of Population to be Served

The population of the five-county area to be served by this Agreement is 105,468, based upon the 2020 Census.

6. Federal and State Requirements

The Consortium intends to incorporate into this Agreement the duties and obligations governing programs under WIOA, Florida Workforce Innovation Act of 2000, Personal Responsibility and Work Opportunity Reconciliation Act of 1996, and any other applicable state and federal rules and regulations.

7. Joint Understanding

The following terms and conditions reflect the joint understanding between the parties:

8. Membership

- a. The Consortium consists of the five (5) member governments represented

by elected officials designated to serve by their respective Commission. The elected official may designate an alternate to serve in the elected official's absence. The alternate shall also be an elected official to the same County Commission and have the same voting rights as the originally-designated appointment when serving as an alternate.

- b. The officers of the Consortium shall include a Chair and a Vice-Chair. Officers shall be elected from among and by the membership of the Consortium until a successor is duly elected. The Chair shall also serve as the Chief Local Elected Official (CLEO) for the LWDA. The Chair of the Consortium will have authority to sign documents on behalf of the Consortium. The Chair will review, acknowledge, and execute contracts and other records on behalf of the Consortium in accordance with all federal, state, and local laws and within the terms and conditions of this Agreement. In the absence or unavailability of the Chair, the Vice-Chair shall assume the same authority and responsibility as the Chair.
- c. A quorum of the Consortium will consist of three (3) members of the actual appointed membership. In the absence of a quorum, no official action may be taken. Consortium meetings can be hybrid, with virtual and in-person attendance. A quorum of the Consortium requires three (3) members be present at the publicly-noticed meeting. Further, any formal action by the Consortium will require a simple majority vote of the members participating in the meeting whether in person or virtual, provided that at least three (3) members must participate in the vote on the action by the Consortium.

9. Duties and Responsibilities of the Consortium

- a. To establish and continue supporting the North Florida Workforce Development Board, Inc. (NFWDB) where such authority is delegated by an individual Board of County Commissioners to its Consortium member.
- b. To appoint the members of the North Florida Workforce Development Board, Inc. (NFWDB), in accordance with the WIOA and other prescriptive legislation. NFWDB shall consist of members as provided for under WIOA:
 - i. The Consortium will make private-sector appointments, assuring a 51% private-sector majority.
 - ii. No single local government elected official may represent a local government on both the Consortium and NFWDB, however any elected official may sit on NFWDB in another professional capacity.
- c. To select a grant recipient (fiscal agent), and administrative entity to

administer WIOA and other applicable statutes/programs/funds (the Consortium selects North Florida Workforce Development Board, Inc. for these functions).

- d. To enter into agreements with each other regarding the LWDA, which is this Interlocal Agreement.
- e. Together with NFWDB, review and approve the Local Workforce Plan, modifications thereto, and submit to the Governor.
- f. To approve Memorandum of Understanding (MOU) and Infrastructure Funding Agreements (IFA) between NFWDB and One-Stop partners.
- g. To approve the NFWDB planning budget for carrying out its duties.
- h. To provide oversight and guidance in conjunction with the NFWDB.
- i. To accept responsibility for compliance and accountability for State and Federal funds.
- j. To empower NFWDB to enter into agreements with the State of Florida Department of Commerce or other entity in order to administer and manage relevant programs.
- k. To establish rules for the conduct of business, provided herein.
- l. To perform any other appropriate duties necessary for the accomplishment, and consistent with the purposes, of this Agreement, the WIOA, and Florida's workforce development initiatives.

10. Meetings

- a. The Chair shall preside over Consortium meetings and shall perform all duties incident to that office. In the absence of the Chair, a chair pro tempore shall be appointed and preside over the meetings and shall assume and exercise the duties of the chair.
- b. Meetings shall be held at the discretion of the Chair.
- c. Meetings shall be noticed and declared public meetings, open to the public, in accordance with the Sunshine Law, Section 286.011, Florida Statutes.

11. Financial Support

- a. The Consortium shall support its programs and any costs incidental to the operation of its programs by grant funds appropriated to it by the United

States Department Of Labor under the WIOA or other Workforce Development, Welfare Legislation, or related grants and or by the State through the LWDB or through any other Federal, State or Local source. Additionally, the Consortium is authorized to accept any other grants in aid or assistance funds, from the United States Government or to accept appropriations from any of its members, or any other organization or person, including the acceptance of gifts, grants, or bequests whether it be in the form of tangible or intangible property.

- b. No funds will be required from the treasuries of any of the parties to this Agreement for implementation of workforce development initiatives, including programs funded by WIOA, it being the intent hereof that all funding of the workforce development initiatives and the Consortium shall be accomplished by grants and funds available pursuant to workforce development initiative programs, including the WIOA and any other State and Federal grants or other funding which will further the purpose of the program. The above language does not preclude local governments from expending funds under their jurisdiction on workforce development programs.
- c. In accordance with Section 107(d)(12)(B)(i)(II) of WIOA, each county recognizes that appointing a local Board does not release the local elected officials or the Governor of the State of Florida of the liability for misuse of the grant funds obtained under WIOA. Therefore, the Consortium agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Counties will share in the liability based on their proportion of population of the area. Sanctions based on performance will be incurred similarly.

12. Powers of the Consortium

The Consortium shall make all policy decisions except those which must be made in partnership with NFWDB pursuant to the authorizing legislation under which grants are made available. Policy decisions shall include, but not be limited to those powers enumerated at Sections 163.01 (5), (6), and (7), Florida Statutes, including, but not limited to:

- a. The power to create a separate legal administrative entity to carry out Consortium policies and perform as described in Chapter 163 and Section 163.01(7)(b), Florida Statutes.
- b. The manner in which accountability for fund expenditures shall be provided for including an independent audit to be done in accordance with the Florida Statutes, and Federal Circular 2-CFR-200 or any subsequent revision or update.
- c. The acceptance of grants, gifts, or other types of financial assistance as allowed by law.

- d. The manner in which any fee for service income, unrestricted income or surplus funds may be expended.
 - i. Surplus funds, which are characterized as carry over moneys from one grant year to the next, shall be expended in accordance with USDOL or State instructions.
 - ii. Surplus funds, which may be characterized as program income as defined by Federal or State regulations shall, be expended in accordance with applicable regulations.
 - iii. Any other surplus funds which do not have to be expended as per paragraphs i and ii above, or do not have to be expended in the furtherance of programs shall be expended in any manner which would further the public interest as it relates to welfare reform and workforce development, or may be used to repay debts of the Consortium. The decision as to how the expenditures shall be made shall be done at a regularly scheduled public Consortium Meeting by motion and majority vote of the Council.
- e. Approval of contracts for training services, audit, monitoring upon recommendation of the NFWDB.
- f. Authorization of the Executive Director of NFWDB to negotiate, enter into, and execute agreements following approval of the Consortium and NFWDB as appropriate.
- g. Authorization of the Executive Director to enter into and approve Incumbent Worker Training, individual OJT, work experience, community work experience, and customized training or to delegate such responsibilities to the provider approved by the Consortium and NFWDB for the provision of such services in accordance with policies to be established by the Consortium, NFWDB, or the Executive Director, as appropriate.
- h. Authorization of the Executive Director to make purchases in accordance with the procurement and purchasing guidelines approved as a part of the NFWDB Administrative Plan. Purchases shall include services, supplies, consultant agreements, materials, equipment, and leased space.
- i. Authorization of the Executive Director to make and issue policies and procedures.
- j. Authorization of the Executive Director to make emergency decisions which may include the acceptance or application for grants or the entry into contracts or the expenditure of funds in emergency situations where a meeting of the Consortium and/or NFWDB as appropriate cannot be called prior to the time that an action must be executed. Such actions shall be placed on the agenda of the next meeting of the Consortium and NFWDB for ratification by the appropriate entity. All such contracts, purchasing, and expenditures shall be in accordance with established rules and governing State and Federal policies and circulars.

- k. Authorization of the Executive Director to negotiate performance outcomes with Federal and/or State entities.
- l. The manner in which funds shall be disbursed or paid.
- m. The acquisition, ownership, custody, operation, maintenance, lease or sale of real or personal property subject to Federal and State rules.
- n. The disposition, diversion, or distribution of any property acquired.
- o. The composition, membership appointments, and organizational approval of any advisory bodies to the Consortium, as necessary.
- p. The manner in which staff shall be employed to carry out and serve Consortium objectives.
- q. The appointment of the Executive Director upon recommendation of NFWDB, and authorization of the NFWDB Chair to draft personnel rules and policies which shall be approved by the Consortium upon recommendation of NFWDB and which shall provide for the hiring of such staff as is necessary to carry out the duties and responsibilities of the Consortium and NFWDB. The Executive Director shall be responsible for the hiring and termination of staff in accordance with those policies.
- r. To develop procedures and/or administrative rules to effectively carry out the Consortium's policies and decisions so long as they do not conflict with governing federal and state policies, the LWDB rules and regulations.
- s. Any other necessary and proper matters as they may arise and as agreed upon by the consortium members and member governments.

13. Signatory

The Chair shall act as signatory for the Consortium except as provided above. In the absence of the chair, any of the other members may sign for the Consortium in the Chair's stead.

14. Prior Agreements

It is understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

15. Amendment

It is agreed that no modification, amendment, or alteration of the terms or conditions contained in this Agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

16. Construction

This Agreement is intended to be legally binding and shall be construed in accordance with and governed by the laws of the State of Florida.

17. Invalid Provision/Severability

In the event that any provision of this Agreement or the application of any such provision to any party or circumstances be held invalid or unenforceable or the application of such provision to parties or circumstances be unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

18. Waiver of Rights

Any waiver at any time by any party hereto of its rights with respect to any matter arising in connection with this Agreement shall not be considered a waiver with respect to any subsequent default or matter.

19. Agreement Not Prohibited by Law

This Agreement is not prevented by State or local law from taking effect in the entire geographical area which it intends to serve.

20. Legal Requirements

- a. All Federal, State and Local laws shall be complied with by all parties to this Agreement.
- b. All Regional Workforce Development Plans shall be approved by the NFWDB and the Consortium.

21. Duration of Agreement

This Agreement shall have the duration equal to the period that the Workforce Development Area designation remains in effect for the geographical area identified herein. Any parties to the Agreement may withdraw from this Agreement by passing a resolution to such effect and providing thirty (30) days' notice to the other parties to this Agreement. However, the validity, force, and effect of this Agreement shall not be affected by the withdrawal of one (1) or more parties to this Agreement.

22. Applicability and Effective Date

This Agreement replaces the previous Interlocal Agreement continuing the North Florida Workforce Consortium and shall be effective July 1, 2024 upon the execution hereof by the final signatory adopting this Agreement and upon filing the same with the Clerk of the Circuit Court in each County prior to July 1, 2024.

23. Dispute Resolution Process

If, during the course of this Agreement, there is a dispute between the parties, the following procedures will apply:

- a. The party which has the dispute shall notify the other parties of the nature of the dispute, in writing, with a copy to the Governor of the State of Florida;
- b. All disputes and controversies of every kind and nature between the parties named above arising out of or in connection with this meaning, performance, nonperformance, enforcement operation, breach, continuance, or termination shall be submitted to non-binding mediation. If the parties cannot agree upon a mutually satisfactory mediator within sixty (60) days of receiving a request for appointment of a mediator from any party to this agreement, then the Chief Judge of the Third Judicial Circuit shall be requested to select a mediator to mediate the dispute. The cost of the mediator shall be shared equally by the parties;
- c. If, after hearing the dispute, accord is not reached on the resolution of the dispute, the party that raised the dispute may, by giving one hundred eighty (180) days written notice, before the end of the program year (before June 30th) withdraw from the Consortium, effective July 1st of the following program year, or at such later time as designated by the Governor of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Interlocal Agreement on the dates set forth below, and hereby agree to be bound by the terms and provisions set forth herein.


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SIGNATURE PAGE

Hamilton County, Florida

BY: 
County Commission Chairman

DATE: 2-20-2024

ATTEST: 
Clerk of Court

DATE: 2-20-2024

SIGNATURE PAGE

Lafayette County, Florida

BY: *Ernest A. Jones*
County Commission Chairman

DATE: 2/27/24

ATTEST: *Stu [Signature]*
Clerk of Court



DATE: 2/27/24

SIGNATURE PAGE

Madison County, Florida

BY:



County Commission Chairman

DATE:

3/13/24

ATTEST:



Clerk of Court

DATE:

3/13/24

SIGNATURE PAGE

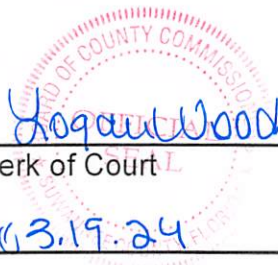
Suwannee County, Florida

BY: 
County Commission Chairman

DATE: 03.19.24

ATTEST: 
Clerk of Court

DATE: 03.19.24



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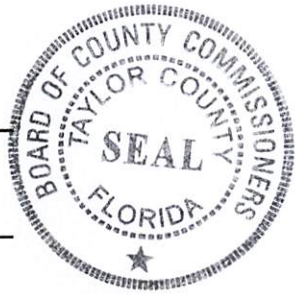
Taylor County, Florida

BY: 
County Commission Chairman

DATE: 3/4/24

ATTEST: 
Clerk of Court

DATE: 3/4/24



SIGNATURE PAGE

North Florida Workforce Development Board, Inc. dba CareerSource North Florida

BY: 
North Florida Workforce Development Board, Inc. Chairman

DATE: 4-9-24

ATTEST: 
North Florida Workforce Development Board, Inc. Executive Director

DATE: 4-9-24

Caroline Alrestimawi
