

Interlocal Agreement
Between
Polk County, a political subdivision of the State of Florida
And
The Polk County Workforce Development Board, Inc.

This Agreement is entered into by and between Polk County, a Political Subdivision of the State of Florida (the "COUNTY") and the Polk County Workforce Development Board, Inc. dba CareerSource Polk (the "BOARD").

WHEREAS, the Workforce Innovation and Opportunity Act of 2014 authorizes expenditures of federal funds for workforce development programs in areas of the state designated by the Governor of the State of Florida as a Local Workforce Development Area; and

WHEREAS, the Workforce Innovation Act of 2000, as amended by Chapter 2012-29, Laws of Florida further delineates the roles and responsibilities of all parties in the expenditure of federal funds for workforce development programs in such areas and imposes additional responsibilities and duties on the COUNTY; and

WHEREAS, Polk County, Florida has been designated by the Governor of the State of Florida as a Workforce Development Area; and

WHEREAS, the COUNTY, as the chief elected official for Polk County, Florida, has established a process by which members are appointed to the BOARD; and

WHEREAS, the BOARD serves as the Local Workforce Development Board for Polk County, Florida; and

WHEREAS, the BOARD and its members have requested certification as the Local Workforce Development Board by CareerSource Florida, Inc.; and

WHEREAS, the COUNTY and the BOARD previously entered into an Interlocal Agreement in order to comply with the requirements imposed by the Acts and applicable law which expires on June 30, 2023; and

WHEREAS, the COUNTY and the BOARD wish to enter into a new Interlocal Agreement in order to continue compliance with the requirements imposed by applicable law.

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT:

I. PURPOSE.

The purpose of this Agreement is to establish and maintain a collaboration to jointly and severally carry out the requirements of the Workforce Innovation and Opportunity Act of 2014 (Public Law 113-128), the Workforce Innovation Act of 2000 (Chapter 445, Florida Statutes (2000)), as amended by Chapter 2012-29 and 2013-36, Laws of Florida, and any future state and federal workforce initiatives and laws (hereinafter the "Acts").

II. GRANT RECIPIENT AND ADMINISTRATIVE ENTITY.

The BOARD shall be the designated grant sub-recipient and administrative entity for all Workforce Innovation and Opportunity Act and Workforce Innovation Act programs operating within the Polk County Workforce Area. As the administrative entity, the BOARD shall carry out all activities as required by law. To do so, the BOARD shall have the following responsibilities and authority:

- A. Employ personnel to carry out the effective and efficient operation of the program and to provide necessary technical assistance to the BOARD and to the COUNTY;
- B. Organize and train such personnel as necessary to conduct the functions herein;
- C. Prepare planning documents and, after approval by the COUNTY, submit them to the appropriate funding authorities for approval;
- D. Develop an annual budget for the purposes of carrying out the duties of the BOARD, which budget shall be subject to approval by the BOARD and the COUNTY;
- E. Submit the approved annual budget, within two (2) weeks of approval by the BOARD, to CareerSource Florida, Inc. for review.
- F. Direct the receipt and expenditure of funds in accordance with the Acts, this Agreement, approved local plans and budget, and/or all applicable federal, state or local laws;
- G. Execute contracts, sub grants, and other agreements necessary to carry out the programs authorized by the Acts, including making the designation of the One-Stop Operator, selecting and designating youth service providers, identifying eligible providers of adult, dislocated worker, and out-of-school youth training services, and maintaining a list of those providers with performance and cost information;

- H. Negotiate and reach agreement with the COUNTY and the Governor on local performance measures;
- I. Recommend policy and develop program procedures for program management, planning, operation, evaluation, and other necessary functions;
- J. Evaluate program performance and determine whether there is a need to reallocate program resources and to modify the grant agreement with the State of Florida;
- K. Establish and maintain in force Memorandums of Understanding with each of the required and local One-Stop Partner agencies;
- L. Collect and dispose of program income generated by program activities pursuant to the Acts or state requirements;
- M. Take action against any subrecipient or vendor for abuse in the program they are operating in order to protect the funds and the integrity of the program, subject to final approval or ratification by the COUNTY and the BOARD;
- N. Assist the Governor in establishing the Statewide Employment Statistics System;
- O. Coordinate workforce investment activities with economic development strategies and developing employer linkages;
- P. Promote private sector involvement in the Statewide Workforce System through effective brokering, connecting, and coaching activities through intermediaries in the local area or through other organizations to assist employers in meeting hiring needs;
- Q. Meet with representatives of the Department of Economic Opportunity, as required, to review the BOARD's performance for purposes of certification pursuant to Florida Statutes, Section 445.007(3)(2012);
- R. Promptly provide to the COUNTY and the Clerk of the Board of County Commissioners (the "Clerk") copies of all meeting minutes of the BOARD and the Executive Committee;
- S. To perform any other functions as necessary or appropriate to meet its responsibility for the entire operation of the program(s);

- T. To seek, compete for, and secure other sources of funding consistent with, and in accordance with, its purpose and for such other purposes as the BOARD may deem appropriate and necessary;
- U. Perform or cause to have performed, internal audits and monitoring of all funds as required by the Acts, or other applicable law; shall satisfactorily resolve any questions or problems arising from said audits and monitoring and present audit and monitoring findings directly to the COUNTY; and
- V. Develop and administer a system to hear and resolve all grievances or complaints filed by participants, subcontractors, or other interested parties as required by the Acts, or other applicable law, subject to approval by the COUNTY.

III. **DEVELOPMENT OF THE WORKFORCE REGIONAL PLAN.**

Pursuant to the Workforce Innovation and Opportunity Act and in accordance with the requirements established by the Governor of the State of Florida and in collaboration with the COUNTY, the BOARD shall develop the Workforce Regional Plan and other plans, as required, and shall present said plans to the COUNTY, as chief elected official, for review and approval. Upon approval and execution of the plans by the BOARD and the COUNTY, the plans shall be submitted to the proper funding authorities by the BOARD.

IV. **ADDITIONAL RESPONSIBILITIES AND AUTHORITY OF THE BOARD.**

The BOARD shall have the following additional responsibilities and authority:

- A. Develop and maintain bylaws and elect its own officers in accordance with its bylaws;
- B. Determine and/or establish its own structure, committees, subcommittees, and functions;
- C. Review, make recommendations to, and fully approve all plans and subsequent modifications to the plans as jointly developed by the BOARD and the COUNTY (modifications to the plans shall be approved by both the BOARD and the COUNTY);
- D. Provide policy guidance for and oversight with respect to activities provided for in the plans;
- E. Distribute reports to the COUNTY in a timely manner by providing a copy to the Chairman of the Board of County Commissioners and to the Clerk;
- F. Designate all local providers of services (including the One-Stop Operator, youth services providers, and providers of career and training services for

adults, dislocated workers, and out-of-school youth ages 18-24) and may not transfer this authority to a third party (In order to exercise its independent oversight, the BOARD shall not be a direct provider of any participant services; provided, however, pursuant to Florida Statutes, Section 445.007(6), the BOARD may choose to be a direct provider of participant services with the agreement of the COUNTY and the Governor as specified in 29 U.S.C. s. 2832(f)(2);

- G. Exercise supervision of all programs conducted under the plans and/or programs conducted under any grants received by the BOARD on behalf of the COUNTY in accordance with this Agreement;
- H. Institute an effective system to direct, guide, evaluate, appraise, and compensate the President and Chief Executive Officer of the BOARD;
- I. Promote and solicit participation by the business community in the program in order to maximize services to eligible residents in the area;
- J. Initiate or request the COUNTY to initiate all requests for expenditures in excess of the cost limitations in the Acts;
- K. Collect, or have collected, appropriate labor market information to determine business and industry needs for specific job categories in Polk County;
- L. Ensure that its members adhere to the conflict of interest statutes, especially Section 112.3143, Florida Statutes as it relates to voting conflicts and to other regulations and guidelines prescribed in law;
- M. Approve, in conjunction with the COUNTY, all plans as may be required under the Wagner Peyser Act;
- N. Exert every reasonable and necessary effort to resolve disagreements between the BOARD and the COUNTY;
- O. Comply with all filing, reporting, and other requirements of the Florida Not-For-Profit Corporation Statutes;
- P. Complete and submit all assurances as required by the BOARD's fund sources;
- Q. Secure and maintain in force a Director's and Officer's Insurance Policy, a Commercial General Liability Insurance Policy, and such other applicable forms of insurance, in an amounts reasonably acceptable to and sufficient for the full protection of itself and the COUNTY against all claims including,

without limitation, misfeasance, nonfeasance, malfeasance, misuse of funds, disallowance of funds, or failure to comply with applicable Federal and State laws;

- R. To the fullest extent permitted by law, the BOARD shall defend, indemnify, and hold harmless the COUNTY, its commissioners, officers, directors, and employees from and against all liabilities, damages, losses, and costs, direct, indirect, or consequential (including, without limitation, reasonable fees and charges of attorneys, and other professionals and court costs) arising out of or resulting from any acts of negligence, recklessness, intentional wrongful misconduct, or violation of law, in the performance of the delivery of workforce services and the statutory requirements of the Workforce Innovation and Opportunity Act of 2014 and the Workforce Innovation Act of 2000 and other applicable Federal, State and local laws: provided, however, that the BOARD shall not be obligated to indemnify the COUNTY with respect to any such claims or damages arising out of the negligence of the COUNTY, its employees or agents;
- S. Provide, for a negotiated fee, services requested by the COUNTY such as legal, purchasing, personnel, and MIS technical support;
- T. The BOARD members, and the BOARD's CEO, shall fully comply with the public disclosure of financial interests as required by Florida Statutes Sections 445.007(1), 112.3144 and 112.3145 as applicable;
- U. Insure that state and federal funds are not used, directly or indirectly, to pay for meals, food, beverages, entertainment costs and recreational activities for BOARD members and employees as prohibited by Florida Statutes, Section 445.007(10)(2012);
- V. Insure that provisions of Florida Statutes, Section 445.007(11)(2012), relating to conflicts of interest and contracts with relatives or employees, are fully complied with; and
- W. Provide semi-annual reports to the COUNTY demonstrating the successful implementation of the adopted Workforce Innovation and Opportunity Act Plan, to date, and the status of the Board's approved budget.

V. AUTHORITY AND RESPONSIBILITY OF THE COUNTY.

The COUNTY shall have the following responsibilities and authority:

- A. Pursuant to the requirements of Florida Statutes, Section 445.007(1) (2012) and applicable Federal Law, shall appoint and reappoint members to the BOARD in a timely manner so as to maintain the minimum number of members required and by the BOARD's by-laws to constitute a quorum necessary to carry out its responsibilities (prospective BOARD members will be submitted to the COUNTY in accordance with the BOARD's adopted by-laws and pursuant to Florida Statutes, Section 445.007(2)(b)(2012), members of the BOARD may be removed by the Governor of the State of Florida for cause); Awaiting session to end for updates.
- B. Consult from time to time and on a continuing basis with the BOARD or as either party requests;
- C. In collaboration with the BOARD, assure the effective and efficient delivery of all services provided for under the BOARD's plans;
- D. Ensure that there is no conflict of interest, or the appearance thereof, in the activities of the COUNTY or its members or staff with respect to all activities provided for under this Agreement;
- E. Make recommendations, and approve, in conjunction with the BOARD, all plans as may be required under the Wagner Peyser Act;
- F. In collaboration with and at the request of the BOARD, take prompt and decisive corrective action when necessary to comply with the Acts, Regulations, or to assure that performance standards are met;
- G. Approve and/or initiate debarment procedures against any subcontractor or vendor for violations of the Acts, Regulations, or administrative policies of the BOARD or the COUNTY;
- H. Ensure, in accordance with the plans and any other agreements with the BOARD, that adequate administration and management is provided for all funds and programs handled by the BOARD including, without limitation, such activities as receipts and disbursement of funds, monitoring, evaluation, contracting and the like;
- I. Arrange for and procure external audits of any and all programs operated by the BOARD as it may deem necessary;
- J. Exert every necessary and reasonable effort to resolve disagreements between the BOARD and the COUNTY;

- K. Provide, for a negotiated fee, services requested by the BOARD such as legal, purchasing, personnel, and MIS technical support;
- L. Appoint one of its members to serve as a liaison to the BOARD; and
- M. As the chief elected official, shall review and approve the BOARD's annual budget prior to its submittal to CareerSource Florida, Inc.

VI. AUTHORITY AND RESPONSIBILITIES HELD JOINTLY BETWEEN THE BOARD AND THE COUNTY.

- A. It is the joint responsibility of both parties to ensure the effective delivery of services which provide the most benefit to residents and employers of Polk County. It is further the shared responsibility of both parties to stimulate the active and effective participation of all sectors of the community in the provision of workforce development services.
- B. The BOARD and the COUNTY may choose to further effective communication by meeting jointly, on occasion, in accordance with mutually agreed-upon meeting schedules and either party may take whatever additional steps as deemed necessary to assure effective communication between the two bodies.
- C. The BOARD and the COUNTY agree to solve any disputes between the parties through mutually satisfactory negotiations.
- D. In the event the BOARD is found responsible for any disallowed costs, through whatever means, the BOARD and the COUNTY will mutually work to resolve all such disallowed costs. In the event that repayment of grant funds provided under sections 128 and 133 of the Workforce Innovation and Opportunity Act of 2014 is demanded by the funding source, the BOARD will have responsibility for repayment, through its insurance or non-grant funds. The COUNTY shall be liable for repayment of any shortfall for repayment only after all available insurance and non-grant funds have been exhausted.

VII. TERM.

The term of this Agreement shall begin on July 1, 2023 and shall run through June 30, 2026.

VIII. MERGER.

It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes any and all oral agreements and/or negotiations between the parties relating to the subject matter hereof. All

items referred to in this Agreement are incorporated and deemed to be a part of this Agreement.

IX. MODIFICATION.

This Agreement may only be modified or amended by the mutual consent of the parties hereto in writing and consistent with the Acts, or any rule promulgated thereunder.

X. RESOLUTION OF DISAGREEMENT.

A. Whereas a collaboration exists between the BOARD and the COUNTY, any disagreement or disputes between the parties to this Agreement shall only be resolved locally through mutually satisfactory negotiations. The Chairperson and Chairperson-Elect of the BOARD and the Chairperson and Vice-Chairperson of the Board of County Commissioners shall serve as negotiating parties on behalf of their respective entities for the purpose of resolving disputes.

B. It is understood that failure to resolve any dispute at the local level could result in the COUNTY revoking the BOARD's designation as administrative entity and fiscal agent for funds covered hereunder and designating an alternative entity to serve in that capacity.

C. It is further agreed and understood that, to the extent possible, the staff of the BOARD shall not be required to support either party should a disagreement between the BOARD and the COUNTY develop. Both parties hereby agree that staff's role, in the event of disagreement, shall be to provide administrative and technical assistance to both parties in furnishing, processing, or preparing information requested, or making other required arrangements necessary to facilitate and expedite the resolution of the matter or any part or issue thereof.

XI. INDEPENDENCE OF TERMS.

In the event any terms or provisions of this Agreement or the application to any of the parties hereto, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision to the parties hereto, other than those as to which it is held invalid or unenforceable, 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 the Acts, Regulations, Federal, State, or Local Law.

IN WITNESS WHEREOF, the parties hereto have made and executed this Interlocal Agreement on the respective dates under each signature: the Polk County Workforce Development Board, Inc., through its Chairman, authorized to execute same by Board action on the ____ day of _____, 2023 and by Polk County, through its

