

RESOLUTION 2016-08

**INTERLOCAL AGREEMENT AMENDING THE WORKFORCE
DEVELOPMENT CONSORTIUM**

This Agreement made and entered into pursuant to the authority of Section 163.01, Florida Statutes, by and between the following five (5) counties passing resolutions to that effect, the Counties of Calhoun, Holmes, Jackson, Liberty, and Washington, of the State of Florida,

WITNESSETH THAT:

WHEREAS, Public Law 113-128 enacted by the Congress of the United States effective July 22, 2014, which is known as the Workforce Innovation and Opportunity Act (hereinafter called the 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, the WIOA replaces the Workforce Investment Act of 1998 under which Federal job training monies were administered and the adoption of the WIOA necessitates the amendment of the Interlocal Agreement creating the Chipola Regional Workforce Development Consortium, representing Calhoun, Holmes, Jackson, Liberty and Washington Counties; and

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

WHEREAS, the WIOA requires the Governor to designate Regional Workforce Development Areas (WDA) to promote the effective delivery of workforce development programs and further provides that a consortium of units of general local government may constitute such a WDA; and

WHEREAS, Calhoun, Holmes, Jackson, Liberty and Washington Counties desire to form a WDA for WIOA and for workforce development; and

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

WHEREAS, the Governor has grandfathered the parties to this Agreement as a WDA for the purposes of the WIOA; and

WHEREAS, the WIOA requires the establishment of a Workforce Development Board (WDB) to provide policy guidance for, and exercise oversight with respect to activities under the workforce programs for its WDA in partnership with local government within its WDA; and

WHEREAS, it is the responsibility of the Board of County Commissioners of each county in the WDA to appoint members to the WDB in accordance with the WIOA and an agreement entered into by the Board of County Commissioners of each county; and

WHEREAS, it is the responsibility of the WDB, in accordance with an agreement with the Board of County Commissioners of each County in the WDA, to determine procedures and select an entity to develop a workforce services plan; and

WHEREAS, the workforce services plan must be approved and submitted jointly by the WDB and the Board of County Commissioners of each county in the WDA; and

WHEREAS, within the service delivery region comprised of Calhoun, Holmes, Jackson, Liberty and Washington Counties, there currently exists an efficient and effective delivery system of federally and state-funded employment and training programs which are customer-centered; and

WHEREAS, Calhoun, Holmes, Jackson, Liberty and Washington Counties now desire to enter into an Interlocal Agreement to provide for the creation of a local WDB and to provide for the provision of workforce development services under WIOA; and

WHEREAS, the U.S. Department of Labor has encouraged the development of a workforce development system governed by local WDBs; and

WHEREAS, the purpose of these local boards is to develop local workforce development policies and strategies; to oversee the management and administration of those policies and strategies; and to develop an approach which consolidates the delivery of those workforce development strategies into a comprehensive, customer centered system at the local level in concert with the chief elected officials of the local governments of the WDA; and

WHEREAS, the programs envisioned under the control of the local workforce development boards include, but are not limited to, those currently funded through the WIOA, the Florida Welfare Transition Program, the Wagner Peyser Act, Perkins vocational training, school-to-work transition programs, vocational rehabilitation, Job Opportunity Basic Skills Programs (JOBS), Welfare to Work (WTW), Supplemental Nutritional Assistance Program (SNAP), Reemployment Services and other workforce development programs; and

WHEREAS, Counties are to appoint members to serve on the CareerSource Chipola (CSC) board;

NOW, THEREFORE BE IT RESOLVED, the parties hereto agree as follows:

1. **Re-Authorization of the Chipola Regional Workforce Development Consortium**

There is here re-authorized a multi-jurisdictional arrangement known as the Chipola Regional Workforce Development Consortium, (hereinafter called the "Consortium") among all the parties hereto for the express purpose of collectively carrying out the individual responsibilities of each party to this Agreement under the WIOA. The Consortium shall consist of five (5) members. The Chairman of the Board of County Commissioners of each county shall serve as the county's representative on the Consortium; however, provided that any such County Board of Commission Chairman may designate a representative to attend meetings of the Consortium on their behalf, any such designee shall have full voting rights and privileges.

2. **Parties To This Agreement**

Each of the parties to the 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. The governing body of each of the parties to this Agreement is its Board of County Commissioners and each party to this Agreement is identified as follows:

NAME / ADDRESS

Board of County Commissioners
Calhoun County, Florida
20859 East Central Avenue East, #130
Blountstown, FL 32424

Board of County Commissioners
Holmes County, Florida
201 North Oklahoma Street
Bonifay, FL 32425

Board of County Commissioners
Jackson County, Florida
Post Office Drawer 510
Marianna, FL 32446

Board of County Commissioners
Liberty County, Florida
Post Office Box 399
Bristol, FL 32321

Board of County Commissioners
Washington County, Florida
1331 South Boulevard, Suite 400
Chipley, FL 32428

4. Population To Be Served

The population to be served within the five (5) county area covered by this Agreement is 117,955, based upon the 2010 Census data.

5. Duties and Responsibilities of the Chipola Regional Workforce Development Consortium (Consortium)

The parties to this Agreement hereby authorize and empower the Consortium to exercise the following designated decision-making powers, delegated to the Board of County Commissioners of each county pursuant to the WIOA, over all plans, programs, and agreements and to enter into agreements and contracts to provide those services currently provided or contemplated to be provided under Florida's Welfare Transition Program, the Wagner-Peyser Act, Perkins vocational training, school-to-work transition programs, vocational rehabilitation, JOBS, WTW, Supplemental Nutritional Assistance

Program (SNAP), Re-Employment Services and other workforce development programs. More specifically, the Consortium is hereby authorized and empowered:

(1) to establish the Chipola Regional Workforce Development Board, doing business as CareerSource Chipola (CSC) where such authority is delegated by an individual Board of County Commissioners to its Consortium member, to appoint local members to CSC, all in accordance with Section 107 of the WIOA and F.S. 445. CSC board members shall serve the functions described in Section 107 of the WIOA. In the absence of such delegation, the authority to appoint local CSC board members shall reside in the individual Boards of County Commissioners for the county from which the individual CSC board member is to be appointed. The authority to appoint at-large members to CSC shall reside in the Consortium; and

(2) to enter into an agreement(s) with CSC to determine the selection of a grant recipient and an entity to administer the workforce services plan, the one stop operator, if needed, and to determine the procedures for development of the workforce services plan as described in Section 108 of the WIOA; and

(3) to review and approve all workforce services plans prepared under Section 108 of the WIOA and jointly submit, along with the CSC, said plans to the Governor; and

(4) to perform any other appropriate duties necessary for the accomplishment of and consistent with the purposes of this Agreement and the WIOA; and

(5) to further empower CSC to enter into agreements with the State of Florida Department of Economic Opportunity (DEO) or any other selected entity to

administer Florida's Welfare Transition Program, Wagner-Peyser Act Funds, Perkins vocational training, school-to-work transition programs, vocational rehabilitation, JOBS, WTW, Supplemental Nutritional Assistance Program (SNAP), Re-Employment Services and other workforce development programs; and to manage and control all those functions traditionally managed and controlled by the DEO and,

(6) to further empower CSC to enter into agreements to provide marketing services for the above referenced functions; and,

(7) to elect one member of the Consortium to serve as Chair of the Consortium that shall serve as the chief elected official for the WDA; and

(8) to establish rules for the conduct of business.

6. Quorum and Voting

At all meetings of the Consortium, the presence in person, or by electronic means, of representatives of not less than three (3) member counties shall be necessary to constitute a quorum for the transaction of business. If one or more members are present by electronic means a location within the counties served by the Consortium must be available to the public that allows the public to hear all communication between Consortium members and provide public input that may be heard by all Consortium members. At all meetings of the Consortium at which a quorum is present, all matters shall be decided by the majority vote of said members.

7. Appointment of the CareerSource Chipola (CSC) Board

There is hereby established CSC, which shall be in accordance with the requirements of Section 107 of the WIOA and Section 7 of this Agreement which shall

be called "CSC". The number of members of the CSC board shall be determined by CSC with approval of the Consortium.

As vacancies occur, CSC will advise the respective County Commission, or the Consortium if an at-large vacancy occurs, of the vacancy by letter. The Board of County Commission where the vacancy occurs, or the Consortium in the event of an at-large vacancy, will fill the vacancy as expediently as possible notifying CSC by letter of the individual appointed to fill the vacancy.

Each county shall have an equal number of private sector representatives on the CSC board and all other members shall be considered at-large members.

8. Workforce Investment Area Designation

Pursuant to the designation by the Governor, the five (5) counties constituting the Consortium shall be the Workforce Development Area as provided for in Section 106 of the WIOA for the geographical area covered by this Agreement.

9. No Local Funds Required of Counties

No funds will be provided from the treasuries of any of the parties to this Agreement for implementation of the WIOA program, it being the intent hereof that all funding of the WIOA program and the other programs contemplated to be managed pursuant to this Agreement shall be accomplished entirely by grants pursuant to the WIOA and any other available State or Federal grants. However, in accordance with Section 107(d)(12)(B)(i)(II) of the WIOA, each county recognizes that appointing a local board does not release the local elected officials or the Governor of the State of Florida for liability for misuse of grant funds obtained under WIOA.

10. Legal Requirements

a. All Federal, State and Local laws shall be complied with by all parties to this Agreement.

b. All Workforce Services Plans shall be approved by the Consortium or by the designated Chief Elected Official if granted authority by the Consortium.

11. 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 this 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.

12. Dispute Resolution Process

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

(1) 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;

(2) All disputes and controversies of every kind and nature between the parties named above arising out of or in connection with this Interlocal Agreement as to its existence, construction, validity, interpretation or 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 Governor shall be requested to

select a mediator to mediate the dispute. The cost of the mediator shall be shared equally by the parties.

(3) 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.

13. Effective Date

This Agreement and any amendments hereto shall be effective between and among each county passing a resolution adopting this Agreement and any amendments hereto, and upon filing said resolution of adoption and this Agreement and any amendments hereto with the Clerk of the Circuit Court in their county.

THIS RESOLUTION ADOPTED THIS 9th DAY OF June, 2016.

**BOARD OF COUNTY COMMISSIONERS
LIBERTY COUNTY, FLORIDA**

By: Depter Barber
Chairman