

RESOLUTION NO. 2024-12

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA, AUTHORIZING SUBMITTAL OF GRANT APPLICATIONS TO THE STATE OF FLORIDA HAZARD MITIGATION GRANT PROGRAM; AUTHORIZING THE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS TO ACCEPT AWARD AND EXECUTE GRANT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Jefferson County, Florida is vulnerable to natural and man-made disasters that can cause loss of life and damage to public and private property; and

**WHEREAS**, the County has previously entered into grant agreements with the Executive Office of the Governor to accept grants awarded by the State of Florida Division of Emergency Management (FDEM); and

**WHEREAS**, FDEM issued Notice of Funding Availability DR-announcing the availability of Hazard Mitigation Grant Program (HMGP) funds as a result of the recent Presidential Disaster Declaration for Hurricane Idalia (FEMA 4734-DR-FL), which was declared on August 31, 2023 ; and

**WHEREAS**, HMGP funding is authorized by Section 404 of the Robert T. Stafford Disaster Relief Act to help communities implement measures to reduce or eliminate long-term risk to people and property from natural hazards and their effects via a contribution from the Federal Emergency Management Agency (FEMA) of 75-percent of the total amount approved under the award to implement eligible, cost effective mitigation measures, with the County as applicant responsible for the remaining 25-percent non-federal share; and

**WHEREAS**, Jefferson County is an eligible applicant according to the Code of Federal Regulations (CFR) because it is a local government with an approved Local Mitigation Strategy (LMS) in accordance with 44 CFR §201.6, prior to receipt of HMGP subgrant funding for projects; and

**WHEREAS**, FDEM requires that an authorized agent sign any grant application, and that if a local government delegates its signature authority, a copy of the resolution by the governing body authorizing the signature authority for the individual signing must be provided as part of the application.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Jefferson County, Florida as follows:

**SECTION 1. RECITALS.** The above recitals are true and correct and are hereby incorporated herein by reference.

**SECTION 2. APPLICATION.** The County Manager is hereby authorized to submit grant applications for HMGP program funds as a result of the recent Presidential Disaster Declaration for Hurricane Idalia (FEMA 4734-DR-FL) for the following projects on the Local Mitigation Strategy (LMS) Project List:

<b>LMS Rank</b>	<b>Project Description</b>	<b>Estimated Cost</b>	<b>Non-Federal Match</b>
4	Jefferson County Jail: Wind Retrofit and Floodproofing	\$214,200.00	\$71,400.00
5	Jefferson County Library Generator	\$170,917.50	\$56,972.50
8	Jefferson County Emergency Management Mitigation of Roof and Windows	\$23,400.00	\$7,800.00
9	Jefferson County Solid Waste Storm Water Drainage, Phase 1 Engineering	\$136,000.00	\$34,000.00
10	Jefferson County Sheriff Office Generator	\$479,340.00	\$159,780.00
11	Agricultural Extension Facility Generator	\$218,000.00	\$54,500.00

**SECTION 3. APPROVAL OF AWARD AND AUTHORIZATION TO ENTER AGREEMENT.** The Board hereby approves the award of any of the grants named in Section 2 above and authorizes the Chairman of the Board of County Commissioners of Jefferson County, Florida, to execute any grant agreement concerning the same.

**SECTION 4. EFFECTIVE DATE.** This resolution shall take effect immediately upon its passage and adoption.

**PASSED AND DULY ADOPTED** at the meeting of the Board of County Commissioners of Jefferson County, Florida on the 2nd day of MAY, 2024.

**BOARD OF COUNTY COMMISSIONERS  
OF JEFFERSON COUNTY, FLORIDA**

  
\_\_\_\_\_  
J.T. Surles, Chair

ATTEST:

  
\_\_\_\_\_  
Jason Welty  
Clerk of the Circuit Court

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Heather J. Encinosa, Esq.

**AGREEMENT BETWEEN BIG BEND JOBS EDUCATION COUNCIL, INC.  
d/b/a CAREERSOURCE CAPITAL REGION,  
GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS,  
JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS,  
LEON COUNTY BOARD OF COUNTY COMMISSIONERS, AND  
WAKULLA COUNTY BOARD OF COUNTY COMMISSIONERS**

Gadsden Consortium Member, Commissioner Kimblin NeSmith

Gadsden County Attorney:

**ATTEST:** Gadsden County Clerk of the Circuit Court

\_\_\_\_\_  
Date of Commission Action

BY: \_\_\_\_\_  
Gadsden County Clerk of the Circuit Court

**JEFFERSON COUNTY**

\_\_\_\_\_  
Jefferson Consortium Member, Commissioner ~~Chris Tuten~~

**APPROVED AS TO FORM:**

BY: \_\_\_\_\_  
Jefferson County Attorney:

**ATTEST:** Jefferson County Clerk of the Circuit Court

\_\_\_\_\_  
Date of Commission Action

BY: \_\_\_\_\_  
Jefferson County Clerk of the Circuit Court

**LEON COUNTY**

\_\_\_\_\_  
Leon Consortium Member, Commissioner Nick Maddox

**APPROVED AS TO FORM:**

BY: \_\_\_\_\_  
Leon County Attorney:

**ATTEST:** Leon County Clerk of the Circuit Court

\_\_\_\_\_  
Date of Commission Action

BY: \_\_\_\_\_  
Leon County Clerk of the Circuit Court

**WAKULLA COUNTY**

\_\_\_\_\_  
Wakulla Consortium Member, Commissioner Quincee Messersmith

**APPROVED AS TO FORM:**

BY: \_\_\_\_\_  
Wakulla County Attorney:

**ATTEST:** Wakulla County Clerk of the Circuit Court

\_\_\_\_\_  
Date of Commission Action

BY: \_\_\_\_\_  
Wakulla County Clerk of the Circuit Court

**BIG BEND JOBS & EDUCATION  
COUNCIL, INC. d/b/a CareerSource Capital Region**

\_\_\_\_\_  
CareerSource Capital Region Chairperson, Kevin Vaughn

**APPROVED AS TO FORM:**

BY: \_\_\_\_\_

\_\_\_\_\_  
Board Secretary, Amber Tynan

Date Passed: \_\_\_\_\_

Not signed b/c not passed

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**THIS AGREEMENT** ("Agreement") is made and entered into by and between Gadsden County, a political subdivision of the State of Florida, Leon County, a charter county and political subdivision of the State of Florida, Jefferson County, a political subdivision of the State of Florida, Wakulla County, a charter county and political subdivision of the State of Florida (herein collectively referred to as "Counties"), and the Big Bend Jobs & Education Council, Inc. d/b/a CareerSource Capital Region, a Florida not for profit corporation (hereinafter referred to as "CSCR"), (all parties herein collectively referred to as "Parties").

**WHEREAS**, CSCR is a local workforce development board created under § 445.004, Fla. Stat. and is subject to Chapters 119 and 286, Fla. Stat., as well as S. 24, Art. I of the State Constitution; and

**WHEREAS**, Gadsden County, Jefferson County, Leon County, and Wakulla County comprise a local workforce development area (LWDA) under the Workforce Innovation and Opportunity Act of 2014, 29 USCS §3101 - §3361, United States Public Law 113-128 ("WIOA"), and Chapter 445, Fla. Stat., known as the "Workforce Innovation Act of 2000" ("Workforce Innovation Act"), and which implements the WIOA (collectively referred to herein as "Authority"); and

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

**WHEREAS**, the WIOA requires the designation of LWDA's to promote the effective delivery of workforce development programs; and

**WHEREAS**, the WIOA requires that where a WDA is comprised of more than one unit of local government, those various governmental units must enter into an agreement that specifies the respective roles of the individual chief elected officials of each general purpose unit of government; and

**WHEREAS**, the Counties have been designated as the LWDA for the Capital Region, Region 5 ("LWDB"); and

**WHEREAS**, § 163.01, Fla. Stat., provides for local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage to provide services and facilities pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities through an Interlocal agreement; and

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**WHEREAS**, the Parties previously entered into that certain agreement on ~~July 1~~, 2023 (“Previous Agreement”); and

**WHEREAS**, the Parties desire to amend and replace the Previous Agreement with this Agreement.

**NOW THEREFORE**, in consideration of the mutual promises and the conditions herein set forth, and pursuant to § 163.01, Fla. Stat., 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 terms in this Agreement.
- B. “Authority” means the WIOA and Workforce Innovation Act.
- C. “CEO” means the Chief Executive Officer of CSCR.
- D. “CFO” means the Chief Financial Officer of CSCR.
- E. “CLEO” means 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 local government, the representative(s) under the agreement (interlocal, consortium, and other agreements) that specifies the respective roles.
- F. “Consortium Chair” means the Chief Local Elected Official (CLEO) designated as the lead Chief Local Elected Official.
- G. “Consortium” means the four-member board consisting of the appointed member of each Board of County Commission of each of the Counties, which shall perform the duties and responsibilities stated in Section 6 herein.
- H. “Counties” means Gadsden County, Florida, Jefferson County, Florida, Leon County, Florida, and Wakulla County, Florida.
- I. “CSCR” means the administrative entity of the LWDB.
- J. “Fiscal Agent” means the individual or entity designated with the responsibilities and functions described in 20 CFR § 679.420.
- K. “Insureds” means the CLEO, Counties, and the LWDB.
- L. “LWDA” means the Local Workforce Development Area for the Capital Region, Region 5, consisting of the geographical boundaries of the Counties, and designated by the Governor of

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the State of Florida as a local area pursuant to 29 USC §3121.

- M. "LWDB" means the Local Workforce Development Board and consists of the LWDA appointees who serve on the LWDB, which shall perform the duties and responsibilities stated in Section 8 herein.
- N. "One-Stop Operator" means the single entity or consortium of entities described in 20 CFR § 678.600.
- O. "Parties" means the Counties and the CSCR.
- P. "Previous Agreement" means that certain Interlocal agreement entered into by the Parties on July 1, 2015, and which is superseded by this Agreement.
- Q. "Programs" means workforce development programs operating within the LWDA and that are administered by the LWDB and CSCR.
- R. "State" means the State of Florida.
- S. "SWDB" means the state workforce development board and specifically refers to CareerSource Florida.
- T. "WDA" means a workforce development area under the Authority.
- U. "Workforce Development Services Provider" means an entity or individual who provides career services in the LWDA pursuant to an agreement with the One-Stop Operator.
- V. "WIOA" means the Workforce Innovation and Opportunity Act of 2014, 29 USCS §3101 - §3361, United States Public Law 113-128.
- W. "Workforce Innovation Act" means Chapter 445, Fla. Stat., known as the "Workforce Innovation Act of 2000."
- X. Except as otherwise expressly provided herein, the definitions set forth in 29 USC §3102 are hereby adopted and incorporated by reference herein.

2. Purpose.

The purpose of this Agreement is to establish the authorities and responsibilities of the Parties required for the implementation of Programs in accordance with the Authority and such other workforce federal, state, and other non-governmental grants and revenues which may be awarded to any entities created under this Agreement or performing goods or providing services under this Agreement, and to ensure compliance with the rules and regulations applicable to such Authority, grants, and awards. Upon the Effective Date of this Agreement, this Agreement

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shall supersede and replace, in its entirety, the Previous Agreement.

3. Identification of Parties to this Agreement and Notice.

Except as otherwise provided in this Agreement, any notice required or permitted to be given hereunder shall be delivered personally or sent by mail with postage pre-paid to the following addresses or to such other places as may be designated by the Parties from time to time.

The Parties are more particularly described as follows:

Gadsden County, Florida  
Board of County Commissioners  
9 E. Jefferson Street  
Quincy, Florida 32351

Leon County, Florida  
Board of County Commissioners  
301 S. Monroe Street, 5th Floor  
Tallahassee, Florida 32301

Jefferson County, Florida  
Board of County Commissioners  
1 Courthouse Circle  
Monticello, FL 32344

Wakulla County, Florida  
Board of County Commissioners  
3093 Crawfordville Hwy.  
Crawfordville, Florida 32327

Big Bend Jobs & Education Council, Inc.  
d/b/a CareerSource Capital Region  
Chief Executive Officer  
2601 Blair Stone Road  
Building C, Suite 200  
Tallahassee, FL 32301

4. LWDA - Geographical Area to be Served under this Agreement.

The LWDA is comprised of the geographical area of the Counties, each of which is legally described in Chapter 7, Fla. Stat., which legal descriptions are incorporated herein by reference. This geographical area represents the area to be served under this Agreement.

5. Counties – Authority, Duties, and Responsibilities.

Acting as the CLEO under the Authority, as required by § 445.007, Fla. Stat., the Board of County Commissioners of each of the Counties has created the LWDB, which has the following authority, duties, and responsibilities:

- A. Appoint and reappoint one of its members to serve on the Consortium.
- B. Appoint members to the LWDB within 90 days of an LWDB member resigning or being removed for cause.



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- C. Remove its appointed LWDB members, or the Executive Director of the LWDB, for cause. "Cause" includes, but is not limited to, conviction of a crime involving moral turpitude or dishonesty; intentional and flagrant violation of the appointing County's or the CSCR policies, by-laws, or standard of conduct, including any ethical violation; any conduct the appointing County determines to be detrimental to such County, CSCR, or to the purposes and objectives of the workforce development system; provided, however, that removal of the Chair of the CSCR Board requires approval by all the Counties.
  - D. Provide Program oversight necessary to ensure the effective and efficient delivery of all services as required by the Authority.
  - E. Ensure, through LWDB meetings, CSCR staff presentations, and Consortium feedback, as well as by approval of CSCR policies, reports, and other agreements, that CSCR has and maintains adequate administration, controls, and management for funds and Programs administered by CSCR including, but not limited to, such activities as receipts and disbursement of funds, monitoring, evaluation, and contracting.
  - F. Take prompt corrective action deemed necessary and appropriate in their reasonable discretion to comply with the Authority or to assure that performance standards are met.
  - G. Maintain communication with CSCR necessary to carry out the objectives of this Agreement.
  - H. Exert every necessary and reasonable effort to resolve disagreements between the Counties and CSCR.
  - I. Request local area designation (as prescribed in Administrative Policy 94)
  - J. Request LWDB Certification (as prescribed in Administrative Policy 91)
  - K. Designate a fiscal agent (if not serving as grant recipient)
6. Consortium – Duties and Responsibilities.

Each member of the Consortium shall be a voting member of the Consortium. The Consortium shall meet a minimum of two times per year. The Consortium will exercise approval authority, which approval will not be unreasonably withheld, over the budget adopted by the LWDB prior to submittal to the SWDB and then the Florida Department of Commerce. The Consortium will also review and approve the annual audit of the CSCR.

Consortium members will be non-voting members of the LWDB; however, through partnership with the LWDB, it is expected the Consortium members:

- Attend the LWDB meetings once per quarter

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- Relay feedback relative to initiatives or employment challenges presented in the counties for which they serve
- Provide direction to the LWDB and its staff on matters related to the selection of a One-Stop Operator and Workforce Development Services Provider and the creation of the four (4) year local plan
- Communicate suggestions for improvement based on their experience and feedback from constituents
- Establish and provide input to create or update the by-laws of the LWDB
- Provide input on the negotiation and agreement on the LWDB's local performance measures with the state

7. LWDB - Composition, Selection, and Term.

A. Composition. As provided in 29 USC §3122, and subject to any additional criteria established by the Governor of the State and the SWDB, the LWDB shall be composed of members meeting the following criteria:

- i. A majority (51%) of the LWDB shall be representatives of business in the LWDA, who:
  - (a) Are business owners, chief executives or operating officers of businesses, or other business executives or employers with optimum policymaking or hiring authority;
  - (b) Represent businesses, including small businesses, or organizations representing businesses that provide employment opportunities that, at a minimum, include high-quality, work-relevant training and development in in-demand industry sectors or occupations in the LWDA; and
  - (c) Are appointed from among individuals nominated by local business organizations and/or business trade associations.
  - (d) Are not current members of the local area's Education and Industry Consortium as defined by CareerSource Florida's Strategic Policy 2023.09.19.A,2.
- ii. Not less than twenty percent (20%) of the LWDB shall be representatives of the workforce within the LWDA, who:
  - (a) Shall include at least two (2) representatives of labor organizations who have been nominated by local labor federations; if no employees in the LWDA are represented by labor organizations, two (2) other representatives of employees will be included;
  - (b) Shall include at least one (1) representative, who shall be a member of a labor organization or a training director, from a joint labor-management apprenticeship program; If no union affiliated registered apprenticeship programs exist in the area, a representative of a non-union affiliated registered apprenticeship program must be appointed, if one exists.;

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- (c) May include representatives of community-based organizations that have demonstrated experience and expertise in addressing the employment needs of individuals with barriers to employment, including organizations that serve veterans or that provide or support competitive integrated employment for individuals with disabilities; and
  - (d) May include representatives of organizations that have demonstrated experience and expertise in addressing the employment, training, or education needs of eligible youth, including representatives of organizations that serve out-of-school youth.
- iii. Include representatives of entities administering education and training activities in the LWDA, who:
- (a) Shall include a representative of eligible providers administering adult education and literacy activities under Title II of WIOA;
  - (b) Shall include a representative of institutions of higher education providing workforce investment activities, including community colleges;
  - (c) Shall include a representative of a private education provider, if a public education or training provider is represented on the LWDB. The CareerSource Florida Board of Directors may waive this requirement if requested by a LWDB if it is demonstrated that such a representative does not exist.
  - (d) May include representatives of local education agencies, and of community-based organizations with demonstrated experience and expertise in addressing the education or training needs of individuals with barriers to employment.
  - (e) Are not current members of the local area's Education and Industry Consortium as defined by CareerSource Florida's Strategic Policy 2023.09.19.A,2.
- iv. Shall include representatives of governmental and economic and community development entities serving the LWDA, who:
- (a) Shall include a representative of economic and community development entities;
  - (b) Shall include an appropriate representative of the programs carried out under title I of the Rehabilitation Act of 1973(29 U.S.C. 720 et seq.), other than section 112 or part C of that title (29 U.S.C. 732, 741), serving the LWDA;
  - (c) May include representatives of agencies or entities administering programs serving the LWDA relating to transportation, housing, and public assistance; and

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(d) May include representatives of philanthropic organizations serving the LWDA.

v. May include such other individuals or representatives of entities as the CLEO may determine to be appropriate.

**B. Selection.**

i. The Chairperson of the LWDB shall be a representative of business in the LWDA and shall be selected by the members of the LWDB to serve for a term of no more than two (2) years and shall serve no more than two (2) terms.

ii. Local business organizations and business trade associations shall submit nominations to the Counties. Such nominations must comply with the composition requirements set forth in Section 7.A.i. above. The Board of County Commissioners of Leon County, Florida, shall appoint seven (7) members to the LWDB. The Board of County Commissioners of Gadsden County, Florida, shall appoint three (3) members to the LWDB. The Board of County Commissioners of Wakulla County, Florida, shall appoint two (2) members to the LWDB, and the Board of County Commissioners of Jefferson County shall appoint (2) members.

iii. Federal and WIOA specified partners on the LWDB will be appointed by their appointing authorities. For example, Vocational Rehabilitation will appoint a regional director to serve on the LWDB.

iv. The importance of minority and gender representation shall be considered when making appointments to the LWDB.

v. New appointments shall be made when necessary to fill vacancies.

C. Term. LWDB members shall be appointed for a fixed four (4) year term and may serve until their successors are appointed. Each LWDB member may serve for a maximum of eight (8) years of consecutive service.

**8. LWDB - Powers, Duties and Responsibilities.**

A. The LWDB was created for the purpose of collectively carrying out the Counties' responsibilities as CLEO under the Authority. The LWDB members cannot appoint proxies to serve on their behalf.

B. The LWDB shall make all policy decisions for the LWDB pursuant to the authorizing legislation under which grants are made available and awarded to the CSCR as the LWDB sub-grantee recipient and Fiscal Agent for the Programs.

C. In addition to any other duties and functions specified by the SWDB or other law, the LWDB shall have the following powers, duties, and responsibilities:

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- a. Conduct meetings using any method of telecommunications, including establishing a quorum through telecommunications, provided that the public is given proper notice of the telecommunications meeting and reasonable access to observe and, when appropriate, participate.
- b. Comply with chapters 119 and 286 and s. 24, Art. I of the State Constitution.
- c. Ensure that its members file disclosures and statements of financial interest as required in § 445.007(1), Fla. Stat.
- d. Develop, submit, ratify, or amend the local plan pursuant to the Authority.
- e. Enter into any agreements necessary to designate CSCR as the administrative entity and fiscal agent of the LWDB.
- f. Perform oversight of and provide direction to CSCR personnel.
- g. Provide ongoing oversight related to administrative costs, duplicated services, career counseling, economic development, equal access, compliance and accountability, and performance outcomes of the CSCR and LWDB.
- h. Oversee the one-stop delivery system in the LWDB.
- i. Ensure that its members participate in the SWDB training program to ensure the members are familiar with the State's workforce development goals and strategies.
- j. Designate all local service providers consistent with the requirements of § 445.007(6), Fla. Stat.
- k. Adopt a committee structure consistent with the Authority and policies established by the SWDB. The importance of minorities and gender representation shall be considered when appointments are made to any committees established by the LWDB.
- l. Apply the procurement and expenditure procedures required by federal law and policies of the Florida Department of Commerce and the SWDB for the expenditure of federal, state, and non-pass-through funds. The making or approval of smaller, multiple payments for a single purchase with the intent to avoid or evade the monetary thresholds and procedures established by federal law and policies of the Florida Department of Commerce and the SWDB is grounds for removal for cause.
- m. Comply with all federal and state laws, regulations, rules, and policies related to per diem and travel expenses, reimbursements, tokens of recognition, promotional items, and entertainment costs and recreational activities as these terms are defined by 2 C.F.R. part 230.
- n. Comply with the statewide fiscal policy developed by the SWDB and applicable to the LWDB.

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- o. Comply with the requirements of § 445.007(11), Fla. Stat., before contracting with a member of the LWDB or a relative of a LWDB member.
- p. Develop a budget for the purpose of carrying out the duties of the LWDB as enumerated in this Section and the Authority, subject to the approval of the Consortium.
- q. Submit the annual budget for review to the SWDB no later than two (2) weeks after the chair approves the budget.
- r. Apply for and accept grants, loans, and subsidies from any governmental entity for the purposes of workforce development, and to comply with all requirements and conditions imposed in connection therewith.
- s. Adopt procedures and administrative rules to effectively carry out the LWDB's polices and decisions in a manner that does not conflict with the Authority and other applicable federal and State laws, rules, and policies.
- t. Make and enter into contracts or other instruments necessary or convenient to exercise its powers.
- u. Enter into agreements with other governmental entities within or outside the boundaries of the LWDB for joint performance related to workforce development.
- v. Acquire, by purchase, gift, devise or otherwise, and to dispose of, real or personal property, or any estate herein, subject to compliance with all applicable federal and State statutes, rules, and regulations.
- w. Sue and be sued in its own name or in the name of LWDB, and to retain special counsel.
- x. Incur debts, liabilities, or obligations that do not constitute the debts, liabilities, or obligations of the Counties to this Agreement.
- y. Lease, as lessor or lessee, to or from any person, firm, corporation, association or body, public or private, facilities or property of any nature for the use of the LWDB, the LWDA, or any of its contractors, to carry out any of the purposes authorized by this Agreement.
- z. Determine the manner in which funds shall be disbursed or paid, including the manner in which funds shall be disbursed or paid by CSCR on behalf of LWDB.
- aa. To determine the manner in which any fee for service income, unrestricted income, or surplus funds may be expended;
  - (a) Surplus funds that constitute any carry over monies from one grant year to the next shall be expended in accordance with USDOL or State statutes and regulations;

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(b) Surplus funds that constitute program income as defined by federal or State regulations shall be expended in accordance with applicable statutes and regulations;

(c) Any other surplus funds that do not have to be expended pursuant to subparagraphs i. and ii. above, or do not have to be expended in the furtherance of workforce development programs, shall be expended in any manner that would further the public interest as it relates to workforce development, or may be used to repay the debts of the LWDB Board and LWDB. The decision as to how the expenditures shall be made shall be done at a public meeting of the LWDB by motion and majority vote of the LWDB members present.

bb. To authorize the CEO 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 LWDB for the provision of such services in accordance with polices established by the LWDB or the CEO, as appropriate.

cc. To authorize the CEO to negotiate, enter into, and execute contracts and issue purchase orders following approval of the LWDB, as appropriate.

dd. To authorize the CEO to enter into contracts and make purchases in accordance with the procurement and purchasing guidelines approved as part of the LWDB Administrative Plan filed with the State. Purchases shall include services, supplies, consultant agreements, materials, equipment, and leased space.

ee. To authorize the CEO to draft rules, policies, and procedures to be approved by the LWDB.

ff. To do all acts and things necessary or convenient for the conduct of its business in order to carry out the powers and duties provided in this Agreement.

D. The LWDB shall support the Programs and any costs incidental to the operation of such Programs by grant funds appropriated to it under WOIA, other workforce development or welfare legislation, or other grants by or through other federal, State, or local sources. Additionally, the LWDB is authorized to accept any other grants in aid or assistance funds from the United States Government or to accept appropriations from any of the Counties, 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. No funds will be required from the treasuries of the Counties; it being the intent of this Parties that all funding of the Programs and the LWDB be accomplished by grants and funds available pursuant to Programs, including but not necessarily limited to WIOA and any other State and federal grants or other funding.

9. LWDB - Meetings.

A. All LWDB meetings shall be subject to requirements of, and compliance with, Chapter 286, Fla. Stat., and § 445.007(1), Fla. Stat.

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- B. The Chairperson, or Vice Chair in the absence of the Chairperson, shall preside over LWDB meetings.
  - C. A quorum at any LWDB meeting shall consist of at least 51% of the LWDB members.
  - D. Matters coming before the LWDB shall require the affirmative vote of at least 51% of the voting members present. However, prior to entering into any contracts with an organization or individual represented on the LWDB, the contract must be approved by a 2/3 vote of the LWDB and the LWDB member who could benefit financially from the transaction must abstain from voting on the contract.
  - E. Meetings of the LWDB shall not conflict with public workshops or meetings scheduled by the Gadsden County Board of County Commissioners, the Jefferson County Board of County Commissioners, the Leon County Board of County Commissioners, or the Wakulla County Board of County Commissioners.
10. CSCR – LWDB Administrative Entity.
- A. The LWDB has designated CSCR as the LWDB sub-grantee recipient and Fiscal Agent for all WIOA funds and any other grant funds allocated to the LWDB and LWDA for the Programs, pursuant to § 445.007, Fla. Stat. In that capacity, CSCR shall act as its own administrative entity, and be responsible for all Program activities as required by the Authority, including and/or subject to the following:
    - i. CSCR shall employ personnel to carry out the effective and efficient operation of the Programs, as defined in the Four-Year Local Plan, and to provide necessary technical assistance to any sub-grantee's providing services under the oversight of the CSCR and guidance of the LWDB.
    - ii. The CEO of CSCR shall be of sufficient competence and experience to organize and train personnel as necessary to conduct the functions and operations of the CSCR as provided in this Agreement.
  - B. Pursuant to WIOA and in accordance with the requirements established by the Governor of the State, CSCR shall develop and present the Four-Year Local Plan to the Counties for review and approval. Upon approval and execution of the plans by the Counties when required by the Authority, the CSCR will submit the Four-Year Local Plan to the SWDB and the Florida Department of Commerce.
  - C. As authorized, approved, or directed by the LWDB, the CSCR shall:
    - i. Prepare planning documents required by applicable state and federal law and, after any required approval by the Counties, submit them to the appropriate funding authorities for approval.



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- ii. Prepare and submit an annual budget for the proper expenditure of all funds allocated to CSCR for approval by the Consortium.
- iii. Direct the receipt and expenditure of funds in accordance with the Authority, this Agreement, approved Four-Year Local Plan and budget, and/or all applicable federal, State or local laws.
- iv. Execute contracts, sub-grants, and other agreements necessary to carry out the Programs authorized by the SWDB and the Florida Department of Commerce, including making the designation of the one-stop operator, selecting and designating youth service providers, identifying eligible providers of adult and dislocated worker intensive and training services, and maintaining a list of those providers with performance and cost information.
- v. Reach agreement with the Governor of the State and SWDB on local performance measures.
- vi. Recommend policy and develop procedures for Program management, planning, operation, evaluation and other necessary functions;
- vii. 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 Department of Commerce;
- viii. Establish and maintain such committees as determined by the LWDB.
- ix. Establish and maintain in-force agreements with each of the required one-stop partner agencies;
- x. As the Fiscal Agent, collect, account for, invest, and expend Program income generated by Program activities pursuant to the Authority and State requirements and approved CSCR bylaws, procurement policies, and finance and accounting policies.
- xi. Conduct oversight with respect to activities, Programs and expenditures under WIOA and such other federal programs that assign responsibility for oversight over activities, Programs, and expenditures. Oversight shall include monitoring related to administrative costs, avoiding duplicated services, providing career counseling, working with economic development, providing equal access, and ensuring compliance and accountability to meet performance outcomes.
- xii. Enforce all agreements and take action against any sub-recipient or vendor for abuse in the Programs in order to protect the funds and the integrity of the Programs, subject to final approval or ratification by the LWDB.

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- xiii. Coordinate workforce investment activities with economic development strategies regionally and develop strong employer linkages.
  - xiv. Promote private sector involvement in the statewide workforce investment system through effective brokering, connecting, and coaching activities through intermediaries in the WBA or through other organizations to assist employers in meeting hiring needs.
  - xv. 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 Authority or regulations, subject to approval by the Counties when approving the Four-Year Local Plan and amendments.
  - xvi. Develop fiscal controls, accounting, audit, and debt collection procedures to assure the proper disbursement of, and accounting for, funds received under WIOA, with at least fifty percent (50%) of the Title I funds for Adults and Dislocated Workers that are passed through to CSCR and allocated to and expended on Individual Training Accounts unless the SWDB grants a waiver for a lower percentage.
  - xvii. Make the annual audit conducted in accordance with OMB Super Circular 900 200 available to the Counties and the general public on the CSCR website - [www.careersourcecapitalregion.com](http://www.careersourcecapitalregion.com).
  - xviii. Maintain insurance coverage sufficient to protect the Counties under this Agreement.
  - xix. Perform any other functions as necessary or appropriate to meet its responsibility for the operation of the Programs.
- D. CSCR shall have authority 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 LWDB may deem appropriate and necessary.
  - E. CSCR shall perform or cause to have performed internal audits and monitoring of all funds as required by the Authority and in accordance with the provisions of Sections 8 and 10 herein; shall satisfactorily resolve any questions or problems arising from said audits and monitoring; and present audit and monitoring findings directly to the Audit Committee and Consortium.
  - F. CSCR shall adopt such procedures to ensure compliance with applicable conflict of interest and public meetings laws.
  - G. In order to exercise its independent Program oversight, CSCR shall not serve as the one-stop operator and/or a direct service provider of certain components or all components of workforce services unless deemed necessary by the LWDB.
  - H. CSCR shall promote and solicit participation by the business community in the Programs in order to maximize services to eligible residents in the LWDA.

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- I. CSCR shall collect or have collected appropriate labor market information to determine business and industry needs for specific job categories in the LWDA.
- J. CSCR shall approve, in conjunction with the Counties, all plans as may be required under the Wagner-Peyser (employment services) Act.
- K. CSCR shall exert every reasonable and necessary effort to resolve disagreements between CSCR and the Counties.
- L. CSCR shall comply with all the filing and other requirements mandated by the Florida not-for-profit corporation statutes and applicable IRS regulations and filings.
- M. CSCR shall complete and submit all assurances and certifications as required by Program funding sources.

11. Financial Responsibility for the Program.

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 CSCR as sub-grantee and Fiscal Agent as provided herein. However, as authorized by WIOA, to provide assurances to and protection for the CLEO, CSCR agrees to the following:

A. Indemnification. Unless determined to be contrary to applicable law, CSCR 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 CSCR, its agents or employees' negligent act or omission in the performance of its obligations under this Agreement. CSCR 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 CSCR is determined to be responsible for any disallowed costs, through whatever means, CSCR and the Counties will mutually work to resolve all such disallowed costs. In the event that repayment of funds is demanded by the funding source, CSCR will have first responsibility for repayment, through its insurance, and grant or non-grant funds such as unrestricted funds as allowed by the Authority. If such insurance, grant or non-grant funds are insufficient for the demanded repayment, then any repayment obligation shall be determined as provided by the Authority.

C. Additional Financial Assurances. During the term of this Agreement, in addition to any other remedies provided by law, the Authority, or this Agreement, in the event the Counties determine that additional financial or performance assurances are necessary to protect the interests of the Counties, as the CLEO, after written notice to CSCR, the Counties may require that CSCR:

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- i. Withhold payments from its designated one-stop operator(s) or service provider(s);
- ii. Provide for the retainage of a portion of payments due on any contracts and payments thereon;
- iii. Make any appearances in any proceedings or conduct any reviews or examinations the Counties deem necessary; or
- iv. Post such security, as the Counties deem necessary, for the performance of any obligations as provided in the Authority or this Agreement.

12. Term and Termination.

- A. Term. This Agreement shall become effective and commence on January 1, 2024, the "Effective Date", and shall continue through June 30, 2028, unless otherwise terminated as provided herein. This Agreement shall automatically renew for additional one-year terms commencing on July 1 and ending in June 30 of each year, unless any party provides written notice of its intent not to renew on or before March 1 of any extension period.
- B. Termination for Convenience. The Counties or CSCR may terminate this Agreement, without cause, by giving one hundred fifty (150) days prior written notice of the termination.
- C. Termination for Default.
  - i. Each of the following shall constitute an Event of Default:
    - (a) The failure or refusal by any of the Parties to substantially fulfill any of its obligations in accordance with this Agreement; provided, however, that no such default shall constitute an Event of Default unless and until one of non-defaulting Parties has given prior written notice specifying that a default or defaults exist which will, unless corrected, constitute a material breach of this Agreement, and the defaulting party has either not corrected such default or has not cured the defaults, as determined by the non-defaulting Parties within thirty (30) days from the date of such notice;
    - (b) The written admission by CSCR that it is bankrupt, or the filing of a voluntary petition under the Federal Bankruptcy Act, or the consent by CSCR to the appointment by a court of a receiver or trustee or the making by CSCR of any arrangement with or for the benefit of its creditors involving an assignment to a trustee, receiver or similar fiduciary regardless of how designated, of all or a substantial portion of CSCR's property or business, or the dissolution or revocation of its corporate charter.
  - ii. Upon the occurrence of an Event of Default, the non-defaulting Parties shall have the right to immediately terminate this Agreement upon written notice to the Parties in default.

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D. Termination of Funding. In the event that sufficient budgeted federal formula funds are not available for a new fiscal period, the Counties shall notify CSCR of such occurrence, and the Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the Counties.

13. Modification.

This Agreement may be modified in writing by the mutual consent of the Parties, consistent with the Acts, Regulations or any rule promulgated thereto.

14. Resolution of Disagreements.

To facilitate the timely and effective resolution of any controversy or dispute that may arise under this Agreement, the Chairperson of LWDB and the Administrator of each of the Counties shall undertake negotiations to resolve the matter. To the extent the controversy or dispute cannot, after good faith effort, be resolved, any of the Parties may refer the matter to non-binding mediation. The dispute will be mediated by a mediator chosen jointly by CSCR and the Counties within thirty (30) days after written notice demanding non-binding mediation. None of the Parties may unreasonably withhold consent to the selection of a mediator, and the Parties will share the cost of the mediation equally. The Parties may also, by mutual agreement, replace mediation with some other form of non-binding alternate dispute resolution ("ADR") procedure. In the event that any claim, dispute, or demand cannot be resolved between the Parties through negotiation or mediation as provided herein within sixty (60) days after the date of the initial demand for non-binding mediation, then any of the Parties may pursue any remedies as provided by law.

15. Severability.

In the event any terms or provisions of this Agreement or the application to any of the Parties hereto, person, or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision to the Parties, persons or circumstances other than those 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 law.

16. Filing of Agreement.

This Agreement shall be filed with the Clerk of each of the Counties.

THIS AGREEMENT IS ENTERED INTO ON BEHALF OF:

GADSDEN COUNTY

APPROVED AS TO FORM:

BY: \_\_\_\_\_