

Board of County Commissioners

Agenda Request

Date of Meeting: May 16, 2024

Date Submitted: May 10, 2024

To: Honorable Chairman and Members of the Board

From: Heather Encinosa, County Attorney

Subject: Policy and Procedure Regarding Disposition of the Remains of Deceased Unclaimed and Indigent Persons

Statement of Issue: Under Florida law, Jefferson County is required to provide for the disposition of remains of deceased unclaimed and/or indigent persons. Currently the County has no adopted policy governing these procedures.

Background: The purpose of adopting a policy and procedure is to provide uniform guidance pursuant to Chapter 406, Florida Statutes for the cremation of the remains of unclaimed or indigent deceased persons which are required to be disposed of at public expense. Those guidelines must be adopted by resolution.

So far this year there have been 2 deceased individuals that have met the requirements to be cremated at public expense in Jefferson County. Administration of the program, including determination of indigency status, is currently completed in-house by staff. Administration is currently evaluating other options in conjunction with a proposed procurement for transportation, storage and cremation services.

Analysis: The County Attorney's Office has drafted a Resolution, policies and procedures in conjunction with the County Manager's Office to address the legislative mandate that counties be responsible for the disposal of unclaimed and/or indigent remains within its boundaries.

Options:

1. Approve the Resolution, Policies and Procedures
2. Do Not Approve the Resolution, Policies and Procedures
3. Board Direction.

Recommendation:

Option #1

Attachments:

1. Resolution

RESOLUTION NO. 2024- 15

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA ESTABLISHING POLICIES AND PROCEDURES FOR THE DISPOSITION OF THE REMAINS OF UNCLAIMED OR INDIGENT DECEASED PERSONS; PROVIDING FOR APPLICATION AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 406, Florida Statutes mandates that each county responsible for the disposition of remains of those who have died within that county and who are found to be unclaimed or indigent; and

WHEREAS, the provisions of Chapter 406, Florida Statutes authorize the adoption of procedures by the County for the disposition of the remains of unclaimed or indigent deceased persons; and

WHEREAS, the County finds it to be in the best interest of the health, welfare, and safety of its citizens in establishing a uniform policy and procedure for the disposition of the remains of unclaimed or indigent deceased persons.

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

SECTION 1 – Adoption of the Policy and Procedures

The Board of County Commissioners of Jefferson County, Florida does hereby adopt the policy and procedures for disposition of the remains of unclaimed and/or indigent deceased persons which are attached hereto as Exhibit “A”.

SECTION 2 – Application of the Policy and Procedures

Such procedures shall apply uniformly throughout all areas of Jefferson County, Florida.

SECTION 3 – Effective Date

The Resolution shall take effect immediately upon adoption.

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PASSED AND DULY ADOPTED at the meeting of the Board of County Commissioners of Jefferson County, Florida on this 16th 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., County Attorney

Exhibit "A"

Jefferson County's Policy and Procedure Regarding Disposition of the Remains of Deceased
Unclaimed and Indigent Persons

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JEFFERSON COUNTY'S POLICY AND PROCEDURE REGARDING DISPOSITION OF THE REMAINS OF DECEASED UNCLAIMED AND INDIGENT PERSONS

PURPOSE

The purpose of this policy and procedure is to provide uniform guidance pursuant to Chapter 406, Florida Statutes for the determination of unclaimed or indigent deceased and the cremation of the remains of unclaimed or indigent deceased persons which are required, by law, to be disposed of at public expense (the "Program").

OVERVIEW

Florida law states that all counties are charged with the burial or cremation of unclaimed or indigent remains at the county's expense. The law was enacted to ensure that unclaimed and indigent remains are properly disposed of for public health purposes. Jefferson County does not supplement funeral expenses.

In Jefferson County, County staff work to determine the eligibility of the deceased for the Program. After being identified for eligibility by staff, all unclaimed or indigent cremations are coordinated between a local funeral home and Jefferson County through contract. The contracted funeral home then disposes of the remains in accordance with Florida Law.

POLICY AND PROCEDURE

Definitions

Definitions as used in this policy are:

"Indigent person" means persons whose family income does not exceed 100 percent of the current federal poverty guidelines prescribed for the family's household size by the United States Department of Health and Human Services.

"Unclaimed remains" means human remains that are not claimed by a legally authorized person (as defined in section 497.005, Florida Statutes), other than a medical examiner or the Board of County Commissioners, for final disposition at the person's expense.

"Designated person/or Designated Entity" means the County personnel or entity awarded a County contract to perform the services of determining eligibility of a deceased for the Program and/or for the proper disposal of the deceased's remains.

Qualifications under the Program

In accordance with Chapter 406, Florida Statutes, this Program is applicable to a deceased person who meets the following criteria:

1. Was unclaimed by any relative by blood or marriage, friend, fraternal society, charitable or religious organization, or governmental agency providing residential care to the deceased at the time of his or her death and there is no court order affecting the disposal of the remains of the deceased; or
2. The Deceased is determined by the Designated Person/or Designated Entity to be indigent and the deceased's relatives and/or fiends have refused to claim the body or are also indigent.

Procedures Necessary to Determine Qualifications

Determination of indigence is the responsibility of a Designated Entity or Designated Person. Currently, the program is administered by County personnel. Upon notification by a reporting individual that a person appears to be unclaimed or indigent, the Designated entities or County personnel shall first have the reporting individual provide them with information on the intake form created by the County Manager's office with the assistance of the County Attorney's office. Upon receipt of the intake form the following steps shall be taken:

1. Confirmation that the deceased died in Jefferson County, Florida. If the deceased did not die within the County the deceased does not qualify for the Program and should be referred to Board of County Commissioners in the county in which the individual died.
2. Efforts to contact the next of kin shall be made to determine whether the deceased's remains will be claimed. If the next of kin will not claim the deceased's remains, a request shall be made of the next of kin that they execute the waiver and hold harmless form created by the County Manager's Office in conjunction with the County Attorney's Office.
3. Efforts shall be made to determine whether the deceased is a United States Armed Forces veteran and whether the deceased is entitled to a burial in a national cemetery as a veteran of the Armed Forces. If so, arrangements shall be made for such services in accordance with the provisions of 38 C.F.R. For purposes of this section, "a reasonable effort" includes contacting the Jefferson County Veterans Service Officer or regional office of the United States Department of Veterans Affairs. To ensure that the County has taken every precaution to determine veteran status of decedents, there will be three steps:
 - a. Seek verification from the Social Security Office if they have any records of veteran status. They only have knowledge of veteran status if the decedent has ever provided them with documentation specific to Veteran benefits.
 - b. Reach out to the Jefferson County Department of Veteran's Affairs with the name, DOB, and social security number; or
 - c. If steps a and b do not yield a positive veteran status, call the Department of Veteran Affairs (GCVHCS) at 228-523-5122 to inquire as to the decedent's status as a veteran. This office may also be able to assist with locating next of kin for the deceased veteran.

4. Notify the State Anatomical Board located at the University of Florida Health Science Center, if the deceased meets the criteria as set forth in section 406.50, Florida Statutes. Notification of the anatomical board is NOT required if the following apply:
 - a. The unclaimed remains are decomposed or mutilated by wounds;
 - b. Deceased had a contagious disease;
 - c. Autopsy was performed on the remains;
 - d. The deceased was a veteran of the United States Armed Forces, United States Reserve Forces, or National Guard and is eligible for burial in a national cemetery or was the spouse or dependent child of a veteran eligible for burial in a national cemetery;
 - e. Relative, by blood or marriage, claims the body for burial at the expense of the relative, member, or a representative of a fraternal society of which the deceased was a member, or a representative of any charitable or religious organization, or a governmental agency which was providing residential care to the indigent person at the time of his or her death claims the body for burial at their expense.

If the remains are accepted by the State Anatomical Board, the Designated Entity shall proceed according to subsection 406.50(2), Florida Statutes. Such accepted remains shall be delivered to the Anatomical Board as soon as possible. The Anatomical Board shall be responsible for the cost of preparation and transportation of the body to the Center. If the body is not accepted, the Designated Entity shall proceed with the disposal of the deceased's body.

5. Documentation shall be made and a record kept by the County personnel or Designated Entity, which certifies that reasonable attempts have been made to:
 - a. Identify and notify any relatives, friends, fraternal society, charitable or religious organization or governmental agency which provided care to the deceased; or
 - b. Determine whether the deceased was indigent.
 - c. When possible, the Designated Entity shall obtain written documentation and hold harmless from any next of kin verifying that they are not claiming the body. If the next of kin fails to provide the executed forms, the County personal or Designated Entity shall provide ten (10) days from mailing written notice to the next of kin via U.S. Certified mail return receipt, when possible, setting forth that the County shall proceed forward with the process.

Authority to Contract for Services Under this Policy

The Board of County Commissioners may enter into an agreement with an entity operating within the State of Florida ("Designated Entity") to provide any or all of the services under this policy and

to make determinations regarding the disposal of deceased remains in accordance with this policy. Such Designated Entity shall satisfy all requirements of the State of Florida to perform the services under this policy and Chapter 406, Florida Statutes. If more than one Designated Entity is utilized for purposes of this policy, said Designated Entity will be included on a list and assigned services on a rotational basis. The list of Designated Entities shall be utilized in determining where to send the remains of unclaimed deceased persons.

If no Designated Entity within Florida can fulfill the services set forth in this policy in a reasonable and cost-effective manner, then the Board may designate those responsibilities to the County Manager and his or her designee or department to ensure that the procedures are followed. Presently, as of May 1, 2024, the County Manager's office is designated to fulfill the obligations set forth herein as it relates to determination of the deceased to qualify for the Program. A Designated Entity will soon be procured and under contract to dispose of the deceased as set forth in greater detail below.

Disposal of Remains by Cremation

After it is determined that the remains are unclaimed or indigent, the Designated Entity shall dispose of the remains.

1. Direct cremation is the only approved form of disposal unless otherwise authorized by court order, except for unidentified remains. Should a deceased be unidentified such remains shall not be cremated.
2. A funeral home or person licensed under Chapter 497, Florida Statutes, is not liable for any damages resulting from cremating such human remains at the written direction of the Board of County Commissioners or its designee.

Duration of time for Cremains to be held and Recovery of Cremains

Cremains shall be held at a location designated by the Designated Entity for a period of no less than 120 days from the date of cremation as provided for in section 497.607(2), Florida Statutes. Prior to internment or proper disposal of the cremains, should county cremation expenses be reimbursed to the County by a relatives, friends, fraternal society, charitable or religious organization or governmental agency which provided care to the deceased or if the family member is also found to be indigent, which shall be determined by providing sufficient proof of indigence, the Designated Entities shall release the cremains to said individual/entity upon execution by said individual/entity of a hold harmless form provided by the County.

If the cremains are not claimed after this period, they will continue to be held by the Designated Entities until proper disposal as provided or allowed by law in Chapter 497, Florida Statutes.

Recoupment of Funds for Cremation

Upon receiving and paying an invoice to cremate indigent or unclaimed remains, the County shall record a notice of Funeral, Internment, and Grave Marker Expenses Paid by the County in the public records of the County under the deceased's name.

County Administration and the County Attorney's Office are authorized, where feasible to make attempts to recover expense(s) from the following resources to recoup the cost for cremation: 1) Social Security Lump Sum Benefits; 2) any probate administration of the deceased's estate; and/or 3) Miscellaneous Resources, i.e. Nursing Home, cash estates, assets in bank, life insurance, etc.

No Effect on Medical Examiner and or Court

This policy does not affect the right of a medical examiner to transport or hold human remains for the purpose of investigating the cause of death or the right of any court of competent jurisdiction to enter an order affecting the disposition of such remains.

Jefferson County Unclaimed Indigent Cremation Application

Applicant / Next of Kin Information

Application Date: _____

Applicant Name: _____
SSN: _____ - _____ - _____
Home address: _____
Phone number: _____
Relationship to deceased: _____
Marital Status _____ Number of occupants in household: _____
Any Bank Accounts— yes or no

Anyone Asking to Receive the Deceased Person's Cremains Must Be Determined Indigent AND Must Complete and Return the Attached Application for Determination of Indigent Status

Deceased Information

Deceased Name: _____
Date of birth: _____
Date of death: _____
Place of Death: _____
SSN: _____ - _____ - _____ Martial status: _____
Name of Spouse: _____
Children: yes or no Names of Children over 18 years-old

Address at time of death: _____
Rent or own home
Monthly Income: _____ Source of Income:

Other property owned: _____
Vehicles: _____
Number of occupants in household: _____ Any Bank Accounts: yes or no
Balance in Account (to include checking, savings and C.D.s) \$ _____
(include copies of two months of statements)
Name and Location of Bank

Value of stocks, bonds, retirement accounts, etc. _____ Life insurance: yes or no
Will: yes or no
Veteran/Branch of Service : _____ **(please include DD214 or discharge documents)**
Receiving Veteran's Benefits : yes or no

These forms must be completed in their entirety for the eligibility process to begin, this includes requested documentation.

DECLARATION OF LEGAL AUTHORITY

I, _____, hereby declare that I am willing to assume the responsibility, as the legally authorized person, to direct the cremation and disposition of the remains of _____. I further declare that I am not aware of any person of the same class of priority or higher priority class having an objection to the cremation of the remains of _____.

Signature
Date: _____

STATE OF _____
COUNTY OF _____

SWORN TO and subscribed before me this ____ day of _____, 20____, by _____, by means of _____ physical appearance or _____ online notarization and _____ who is personally known to me or who produced _____ as identification.

NOTARY PUBLIC

(SEAL)

DECLARATION OF NEXT OF KIN PRIORITY

I, _____, hereby declare that I am willing to assume responsibility, as the legally authorized person, to direct the cremation and disposition of the remains of _____ (the "deceased"). My relationship to the deceased is as follows

_____. I am aware of the following person or persons having higher priority class:

1. _____ [name and relationship to the deceased] whose contact information is _____.

2. _____ [name and relationship to the deceased] whose contact information is _____.

(attach page if more)

I have attempted to contact the above-named individual(s) without success, and have provided the above information to Jefferson County's Indigent Cremation Program.

I am not aware of any person of the same class of priority or higher priority class having an objection to the cremation of the remains of _____.

Signature
Date: _____

STATE OF _____
COUNTY OF _____

SWORN TO and subscribed before me this ____ day of _____, 20____, by _____, by means of _____ physical appearance or _____ online notarization and _____ who is personally known to me or who produced _____ as identification.

NOTARY PUBLIC

(SEAL)

NEXT OF KIN AUTHORIZATION

I, _____, next of kin and individual legally authorized to claim the cremains of decedent, _____ hereby _____ do/_____ do not authorize Jefferson County to communicate with _____ in all matters related to the final disposition of the decedent, _____.

Signature
Date: _____

STATE OF _____
COUNTY OF _____

SWORN TO and subscribed before me this _____ day of _____, 20____, by _____, by means of _____ physical appearance or _____ online notarization and _____ who is personally known to me or who produced _____ as identification.

NOTARY PUBLIC

(SEAL)

NEXT OF KIN STATEMENT

Applicant Name: _____
Home Address: _____
Phone Number: _____
Relationship to Deceased: _____

Are you aware of any relative who could assume responsibility for the deceased?
____ yes / ____ no

If yes, please provide Name:

Address: _____
Relationship to Deceased: _____
Contact Information: _____

I, _____ (Applicant Name) authorize
Jefferson County to cremate the body of _____
(deceased) consistent with the chapter 406, Florida Statutes.

SELECT ONE BELOW:

____ I do not claim the body or cremains of the deceased.'

____ I wish to apply for indigency status and request the return of cremains of the
deceased.

I agree to indemnify and hold the County harmless from all claims, damages,
liabilities or suits of any nature whatsoever arising out of, because of, or due to the
cremation, including but not limited to costs and reasonable attorney's fees.

Signature
Date: _____

STATE OF _____
COUNTY OF _____

SWORN TO and subscribed before me this ____ day of _____, 20____, by
_____, by means of _____ physical appearance or
_____ online notarization and _____ who is personally known to me or
who produced _____ as identification.

NOTARY PUBLIC

(SEAL)

**AFFIDAVIT OF NEXT OF KIN RIGHT OF POSSESSION OF PERSONAL PROPERTY
OF DECEASED**

BEFORE ME, the undersigned authority, duly authorized to take acknowledgements and administer oaths, personally appeared _____
("Affiant"), who being first duly sworn and put under oath deposes and says under penalty of perjury that:

I, _____, am over the age of 18 and have personal knowledge of matters set forth herein.

I presently reside at _____ and my driver's license number, a copy of which is attached hereto, is _____ for the state of _____.

I acknowledge that Jefferson County through its Unclaimed/Indigent Cremation Program is in possession of the following personal property of _____ (the "decedent"): **LIST THE PERSONAL PROPERTY.**

I hereby swear and affirm that I, as _____ {insert relationship} to the decedent hold priority as next of kin in accordance with the laws of the state of Florida, that no other person or persons have higher priority, and that I have the legal right of possession of decedent's personal property listed above which is in possession of Jefferson County.

I hereby affirm that to the best of my knowledge there ___ is/___ is not [check one] a last will and testament and/or trust of the Decedent. If there is a last will and testament and/or trust, a copy of it is attached, and expressly states that I am entitled to receive the decedent's personal property which is in the possession of Jefferson County.

Affiant affirms that there are no outstanding disputes between next of kin of decedent related to the personal property of decedent.

I, affirm that this affidavit is given for the purpose of inducing Jefferson County, a political subdivision of the State of Florida, to release decedent's personal property listed above to my possession. I further acknowledge that Jefferson County and its officers, employees and agents are relying upon the statements set forth herein to be true and correct. Affiant hereby holds Jefferson County, its officers, employees and agents harmless and fully indemnifies same with respect to matters set forth herein.

I am familiar with the nature of the oath and with the penalties as provided in the laws of the United States and state of Florida for falsely swearing to statements made in an instrument of this nature. I have read and fully understand the contents of this Affidavit.

Signature
Date: _____

STATE OF _____
COUNTY OF _____

SWORN TO and subscribed before me this ____ day of _____, 20____, by _____, by means of _____ physical appearance or _____ online notarization and _____ who is personally known to me or who produced _____ as identification.

NOTARY PUBLIC

(SEAL)

JEFFERSON COUNTY UNCLAIMED REMAINS HOLD HARMLESS AGREEMENT

THIS HOLD HARMLESS AGREEMENT is entered into this _____ day of , 202__, County of _____, State of Florida, between (signer's name) and Jefferson County.

COMES NOW, (signer's name and relationship to deceased), who by my signature herewith, hereby attest and state I am personally representing any and all family members of _____ the _____ deceased _____(Decedent's name), in all matters concerning his /her final disposition.

Who by my signature herewith, hereby attest that I, nor any other family member, have the monetary means to contract with a funeral home to purchase a final disposition for our loved one; nor are insurance proceeds available for this purpose.

Who attests that I, and / or any other family member(s) available, have been advised that this program consists of a direct cremation of our loved one and fully understand that by direct cremation, it means the funeral home will arrange to transport the deceased to the funeral home, cremate and dispose of the remains in accordance with State Law.

By my signature on this document, I hereby acknowledge that I and / or all other family members available understand that by participating in the County's indigent program, there is no viewing, no service, and no death certificate provided. The decedent's cremains will not be returned to the next of kin unless redeemed by payment of \$_____ prior to_____.

I acknowledge and understand that cremation is the sole procedure for cases of indigence when family members do not assume the monetary responsibility for the burial / cremation, etc., of their loved one. In addition, I also acknowledge that I, and other family members may be required to provide the funeral home with our most current Wage and Tax Statement (W-2).

Thus said, I am assured the remains of our loved one will be handled and disposed of by the funeral home in accordance with the Laws of the State of Florida. To the fullest extent permitted by law, _____(signer's name), et al, shall indemnify and hold harmless the COUNTY, its officers and employees from liabilities, damages, losses and costs including, but not limited to reasonable attorney fees in the matter of the cremation of _____(decedent's name)

To the fullest extent permitted by law, _____(signer's name), et al, shall indemnify and hold harmless JEFFERSON COUNTY, its officers and employees from liabilities, damages, losses and costs including, but not limited to reasonable attorney fees in the matter of the cremation of _____(decedent's name).

This Agreement will be a part of the decedent's file retained by Okaloosa County. Terms of this agreement shall bind and inure to the benefit of the parties, their heirs, legal representatives, successors, and assigns.

I understand and execute voluntarily this Hold Harmless Agreement and have carefully read and reviewed this document.

Signature

Printed name

SWORN to or affirmed by and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 20_____, by _____ who is _____ personally known to me or who produced _____ as identification.

(seal)

NOTARY PUBLIC

Application Instructions

1. Jefferson County Unclaimed Indigent Cremation Application

Please provide all requested information/ mark as unknown or not applicable where appropriate/initial at the bottom right corner

2. Jefferson County Unclaimed Indigent Program/Hold Harmless Agreement

Please complete this document, whether or not you are requesting the return of your loved one's cremains, sign it before a notary public

3. Jefferson County Unclaimed Indigent Program/ Next of Kin Statement

Please complete this document, select one option between "Do Not claim Cremains" or "I wish to Apply", sign it before a notary public

4. Jefferson County Unclaimed Indigent Cremation Declaration Of Legal Authority

This document states that you are assuming responsibility to make decisions regarding the final disposition of the decedent. Please sign before a notary public.

5. Jefferson County Unclaimed Indigent Cremation Declaration of Next of Kin Priority

This document specifies that only the listed individuals hold a higher statutory priority of responsibility for decisions related to the deposition of the deceased person, and that those persons are unavailable and/or have no objection to you taking responsibility for the decedent. Please sign before a notary public.

6. Jefferson County Unclaimed Indigent Program/Next of Kin

Indigency Application

If you are requesting the return of your loved one's cremains, you and your loved one must qualify as indigent. To make that determination you must complete this document using the instructions attached. All supporting documents must be attached or your application will be **denied**. Please sign before a notary public.

7. Jefferson County Unclaimed Indigent Program Next of Kin

Authorization

This document states that you, as next of kin to the decedent, are authorizing Jefferson County to accept direction from the named individual. Please sign before a notary public

Please return all documents to Jefferson County Unclaimed Indigent Cremation Program

- via U.S. mail or hand delivery to _____
- via email to _____

Board of County Commissioners

INSERT DATE

State of Florida

Subject: /Jefferson County Unclaimed Indigent Program

Dear,

Our sympathy and condolences are with you at this time regarding your _____ . Florida Law states that all counties are charged with the burial of unclaimed indigent remains at the county's expense. Through this program all decedents are cremated. Jefferson County does not have a program that supplements funeral expenses, and viewing at the funeral home is **not** available.

The County's program does **not** supplement a private service, but steps into the shoes of the family to see to the final disposition of the deceased. Unless both the decedent and the next of kin qualify as indigent the County does not return cremains to the next of kin. When these two conditions are not met, cremains are not returned to the next of kin unless reimbursement, in the amount of \$_____, is made. The family has up to 6 months to make payment prior to disposal of the cremains.

Please note, indigency qualification is based on federal poverty guidelines for the deceased and legally authorized person in accordance with Florida Statutes, 497.005(43). Financial information, to include insurance, income, and assets, will be reviewed to determine eligibility.

If you and/or family members wish to apply for this program on behalf of the deceased please complete the attached forms and return them by _____ to Jefferson County Board of County _____ Commissioners _____ offices _____ located _____ at _____ . If you have any questions, please contact me by _____ .

Sincerely

**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**

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

**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**

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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WAKULLA COUNTY BOARD OF COUNTY COMMISSIONERS**

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:

- o 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 policies 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.
 - 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.

**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**

- 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: _____

**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:

Date of Commission Action

JEFFERSON COUNTY



Jefferson Consortium Member, Commissioner Chris Tuten

May 16th, 2024

Date of Commission Action

LEON COUNTY

Leon Consortium Member, Commissioner Nick Maddox

Date of Commission Action

WAKULLA COUNTY

Wakulla Consortium Member, Commissioner Quincee Messersmith

Date of Commission Action

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


CareerSource Capital Region Chairperson, Kevin Vaughn

Board Secretary, Amber Tynan

ATTEST: Gadsden County Clerk of the Circuit Court

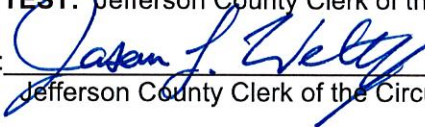
BY: _____
Gadsden County Clerk of the Circuit Court

APPROVED AS TO FORM:

BY: 

Jefferson County Attorney:

ATTEST: Jefferson County Clerk of the Circuit Court

BY: 

Jefferson County Clerk of the Circuit Court

APPROVED AS TO FORM:

BY: _____
Leon County Attorney:

ATTEST: Leon County Clerk of the Circuit Court

BY: _____
Leon County Clerk of the Circuit Court

APPROVED AS TO FORM:

BY: _____
Wakulla County Attorney:

ATTEST: Wakulla County Clerk of the Circuit Court

BY: _____
Wakulla County Clerk of the Circuit Court

APPROVED AS TO FORM:

BY: _____

Date Passed: _____

**MEMORANDUM OF AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF COMMERCE**

THIS MEMORANDUM OF AGREEMENT (“MOA”) is made and entered into by and between the State of Florida, Department of Commerce (“Commerce”) and Jefferson County (“County”). Commerce and the County are sometimes referred to herein individually as a “Party” and collectively as “the Parties”.

I. Background and Purpose of MOA

- A. The purpose of this MOA is to document the terms and conditions of the implementation of the Rural Area of Opportunity (RAO).
- B. The Governor of Florida recognizes that successful rural communities are essential to the overall success of the State of Florida’s economy and quality of life, yet many rural communities struggle to maintain, support or enhance job creation activities and to generate revenues for critical government services.
- C. Florida’s Legislature also recognizes that rural communities continue to face extraordinary challenges in their efforts to significantly improve their economies, and as such, section 288.0656, Florida Statutes (F.S.), establishes the Rural Economic Development Initiative (REDI) within Commerce and authorizes the participation of State and regional organizations in this initiative. Section 288.0656(7)(a), F.S., provides for the designation of up to three RAOs formerly Rural Areas of Critical Economic Concern (RACECs) under F.S., 1999-2013). RAOs include rural communities or a region composed of rural communities, including rural counties as identified in section 288.0656(2)(d)(e), F.S., that have been adversely affected by extraordinary economic events, severe or chronic distress, a natural disaster, or an event that presents a unique economic development opportunity of regional impact.
- D. Pursuant to section 288.0656(7), F.S., representatives of the State and regional agencies and organizations comprising the REDI met on **April 21, 2023**, and recommended the re-designation of the North Central region composed of the counties of Baker, Bradford, Columbia, Dixie, Gilchrist, Hamilton, Jefferson, Lafayette, Levy, Madison, Putnam, Suwannee, Taylor, and Union as an RAO. On **June 16, 2023**, Governor Ron DeSantis issued Executive Order Number **23-132**, which re-designated the North Central RAO for another five-year term with an expiration date of **June 11, 2028**.

II. The Participating Community

- A. Pursuant to section 288.0656(7)(b), F.S., and Executive Order Number **23-132**, RAO designation shall be contingent upon the execution of a MOA between the Parties. Section 288.0656(7)(b), F.S., requires this MOA to specify the terms and conditions of the designation, including, but not limited to, the duties and responsibilities of the County and any participating municipalities to take actions designed to facilitate the retention and expansion of existing businesses in the area, as well as the recruitment of new businesses to the area.
- B. The County agrees that fulfillment of the following duties and responsibilities, as reasonably determined by REDI, are required for recommendation by REDI for continued designation as a RAO.
- C. The County shall:
 1. Designate a specific contact person from among County elected or appointed officials to serve as a point of contact in all matters and activities relating to the North Central RAO;
 2. Designate a specific person from a non-profit organization actively engaged in economic development within the County to serve as the single point of contact to represent and provide input on all economic development matters and activities relating to the North Central RAO; and
 3. Include contact information for designees on Exhibit A, attached hereto (these designees may be the same designee to serve as the representative to other similar organizations). The County shall inform Commerce in writing by either mail or email of any changes to the specified persons within ten (10) business days of the change.

III. Implementation and Duration

- A. Pursuant to Executive Order Number **23-132**, the designation of the North Central RAO affecting the counties of Baker, Bradford, Columbia, Dixie, Gilchrist, Hamilton, Jefferson, Lafayette, Levy, Madison, Putnam, Suwannee, Taylor, and Union shall be in effect for five years and will expire on **June 11, 2028**.
- B. REDI may recommend the RAO designation and this MOA be terminated or continued based on performance under this MOA.
- C. This MOA shall take effect immediately upon full and proper execution by all Parties, and supersedes and replaces any and all previous Rural Area of Critical Economic Concern and RAO agreement(s) between the Parties.

- D. This MOA shall expire on **June 11, 2028**, unless terminated earlier.
- E. Both Parties shall review this MOA annually. If revisions are needed, notification shall be given to both Parties in writing of the specific changes desired with the proposed amendment language and the reasons for the revisions. With the mutual consent of both Parties, the proposed changes shall become effective when both Parties have duly executed an amendment to this MOA.
- F. The County may terminate this MOA at any time upon written notice to Commerce.
- G. Designation as an RAO is, by statute and Executive Order, contingent upon execution of a MOA between the Parties. REDI shall recommend the RAO designation be terminated if this MOA is not duly executed, or if this MOA is terminated and another MOA is not timely and duly executed in its place.

- The remainder of this page has been intentionally left blank. -

IV. EXECUTION

By affixing her or his signature herein below, each undersigned official represents and warrants that she or he has read the above MOA and the Exhibit A attached hereto and understands each section and paragraph.

IN WITNESS THEREOF, and in consideration of the mutual covenants set forth above and, in the Attachments and Exhibits hereto, the Parties have caused to be executed this MOA by their undersigned officials duly authorized.

JEFFERSON COUNTY, FLORIDA

FLORIDA DEPARTMENT OF COMMERCE

By 
Signature

By _____
Signature

Title JT SURLES
**Chairman, Jefferson County
Board of County Commissioners**

Title J. Alex Kelly
Secretary

Date 5/16/2024

Date _____

**Approved as to form and legal sufficiency,
subject only to full and proper execution
by the Parties.**

**OFFICE OF GENERAL COUNSEL
FLORIDA DEPARTMENT OF COMMERCE**

By: _____

Approved Date: _____

EXHIBIT A – DESIGNATED CONTACTS
County Name, Florida

Contact Information for an Elected or Appointed Official

Name: JT SURLS

Address: 450 W. WALNUT STREET
MONTICELLO, FLA. 32344

Phone: _____

Fax: _____

Email: JTSURLS@JEFFERSONCOUNTYFL.GOV

**Contact Information for One Person from
a Non-Profit Organization Engaged in Economic Development**

Name: GUSTAVO ROJAS

Address: 450 W. WALNUT STREET
MONTICELLO, FLA. 32344

Phone: _____

Fax: _____

Email: GROJAS@JEFFERSONCOUNTYFL.GOV

Please complete this page and return with the signed MOA. The County is required to inform Commerce of any changes to this information within ten (10) business days of a change.