

**INTERLOCAL AGREEMENT
BETWEEN
SANTA ROSA COUNTY BOARD OF COUNTY COMMISSIONERS
AND
ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AND
WORKFORCE ESCAROSA, INC. dba CAREERSOURCE ESCAROSA**

THIS AGREEMENT (Agreement) is made and entered into by and between Santa Rosa County Board of County Commissioners (Santa Rosa), Escambia County Board of County Commissioners (Escambia), and Workforce Escarosa, Inc. dba CareerSource Escarosa. (Escarosa).

WITNESSETH:

WHEREAS, the United States Congress enacted the Workforce Innovation and Opportunity Act of 2014, Pub. L. No. 113-128, 29 U.S.C § 3101 et seq. (WIOA), effective July 1, 2015, which replaced the Workforce Investment Act of 1998 (WIA); and

WHEREAS, the chairman of the Board of County Commissioners for each County is deemed the chief elected official (CEO) for purposes of WIOA section 107(d)(12)(B)(i)(I)¹, which provides that the chief elected official shall serve as the local grant recipient for, and be liable for any misuse of, WIOA grant funds allocated to the local area; and

WHEREAS, WIOA charged the state governors with certifying local workforce development boards for local areas, including local areas designated as such under the WIA; and

WHEREAS, all incorporated and unincorporated areas within Santa Rosa and Escambia counties (County or Counties) were previously designated as the Region 1 Local Workforce Development Area (LWDA); and

WHEREAS, the Counties have designated Escarosa, under the direction of its Board of Directors (Escarosa Board), as the entity to serve as the Region 1 LWDA grant subrecipient and fiscal agent to assist in the administration of WIOA funds and other funds allocated to Region 1 LWDA by federal and State workforce programs; and

WHEREAS, pursuant to WIOA section 107(d)(12)(B)(i)(II), the designation of Escarosa as the Region 1 LWDA subrecipient and fiscal agent does not relieve the County CEOs from the liability under WIOA section 107(d)(12)(B)(i)(I) for misuse of grant funds; and

WHEREAS, pursuant to WIOA section 107(c)(1)(B), the Counties may execute an interlocal agreement that specifies the respective roles of the individual CEOs in

¹ 29 U.S.C. § 3122(d)(12)(B)(i)(I)

appointing members of the Escarosa Board and in carrying out any other responsibilities under WIOA; and

WHEREAS, the Counties and Escarosa's predecessor Workforce Escarosa, Inc. entered into an interlocal agreement under WIA on March 1, 2012 (2012 Agreement), which the parties intend hereby to terminate and replace.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contain herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are true and correct and are incorporated herein.

2. Term. This of Agreement shall commence on the date last executed and continue through June 30, 2020. This Agreement shall automatically renew for a subsequent two-year period unless either party notifies the other at least one hundred eighty (180) days prior to the end of the initial term of its intent to not renew the Agreement for the subsequent two-year period.

3. 2012 Agreement. The 2012 Agreement shall terminate upon the effective date of this Agreement.

4. Compliance.

A. The parties shall comply with: the WIOA and all regulations promulgated thereunder; the Florida Workforce Innovation Act of 2000, § 455.001 et seq. and all regulations promulgated thereunder; all written directives relevant to local workforce development area operations from the Governor of Florida or his/her designee; and all CareerSource Florida, Inc. administrative policies.

B. Escarosa shall perform the functions prescribed by WIOA section 107(d) and § 455.007, Fla. Stat., according to the requirements established thereby.

5. Respective Responsibilities of CEOs. Pursuant to WIOA section 107(c)(1)(B), the roles of Escambia CEO and Santa Rosa CEO, on behalf of their respective Counties, are as follows:

A. *Appointment of Escarosa Board members*. The CEOs shall appoint Escarosa Board members according to the criteria established by the Governor in partnership with the CareerSource Florida, Inc. board of directors and pursuant to the requirements established by WIOA section 107(b)(2) and § 455.007, Fla. Stat.

(1) The CEOs, by mutual agreement, shall develop a process for soliciting Escarosa Board nominations, for selecting Escarosa Board members, and for determining the number of members to serve on the Escarosa Board

consistent with and pursuant to WIOA section 107, § 455.007, Fla. Stat., and CareerSource Florida, Inc. Administrative Policy No. 91,

- (2) Each CEO shall select fifty (50%) percent of the Escarosa Board members and may remove such members for cause. As used herein, "cause" includes but is not limited to engaging in fraud or other criminal acts, incapacity, unfitness, neglect of duty, official incompetence and irresponsibility, misfeasance, malfeasance, nonfeasance, or lack of performance.
- (3) Of the local businesses represented on the Escarosa Board, fifty (50%) percent shall reside or maintain their principal place of business in Escambia County and fifty (50%) percent shall reside or maintain their principal place of business in Santa Rosa County.
- (4) Each CEO shall appoint one ex-officio, non-voting member of the Escarosa Board.

B. *Other CEO Responsibilities.* The CEOs shall carry out the responsibilities assigned to the CEOs under applicable laws, regulations, directives, and administrative policies.

6. Public Records. All parties are subject to and shall comply with applicable open government and public records laws.

7. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. No party has relied upon any prior, contemporaneous, written, or oral statement, representation, or agreement, except those expressed herein. This Agreement may be amended only by written agreement of the parties.

8. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, all other terms and conditions shall remain in full force and effect. Neither this Agreement nor its terms shall be more strictly construed against a party because such party may have drafted it.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature below.

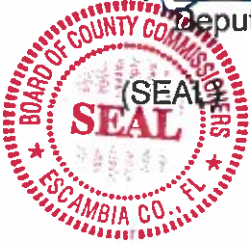
(Signatures on following page)

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: [Signature]
D. B. Underhill, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By: [Signature]
Deputy Clerk



Date: 5/4/2017

BCC Approved: 05-04-2017

Approved as to form and legal sufficiency.

By/Title: [Signature] ACA
Date: 05/03/17

SANTA ROSA COUNTY BOARD OF COUNTY COMMISSIONERS

By: [Signature]
Rob Williamson, Chairman

ATTEST: Donald C. Spencer
Clerk of the Circuit Court

By: [Signature]
Clerk



Date: May 11, 2017

BCC Approved: May 11, 2017

(SEAL)

WORKFORCE ESCAROSA dba CAREERSOURCE ESCAROSA, INC.

By: [Signature]
Larry Strain, Chairman

ATTEST: [Signature]
Gretchen Clarke, Secretary

Date: May 2, 2017