

INTERLOCAL AGREEMENT

BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY, FLORIDA
AND
GULF COAST WORKFORCE DEVELOPMENT BOARD, INC dba. CAREERSOURCE GULF
COAST
AND
GULF COAST STATE COLLEGE

THIS AGREEMENT is made and entered into this 7th day of December, 2021, between the BOARD OF COUNTY COMMISSIONERS FLORIDA (Local Elected Officials-LEOs) OF BAY COUNTY, GULF COAST WORKFORCE DEVELOPMENT BOARD, INC. (LWDB) dba CAREERSOURCE GULF COAST, and GULF COAST STATE COLLEGE ("GCSC"), (Grant Recipient) for GULF COAST WORKFORCE DEVELOPMENT BOARD, INC. dba CAREERSOURCE GULF COAST).

WITNESSETH

WHEREAS, the United States Congress has enacted the Workforce Innovation and Opportunity Act, PL 113-128, July 1, 2015, (WIOA) and charged the State of Florida with the establishment of local Service Delivery Areas; and

WHEREAS, the Chief Local Elected Officials (CLEOs) of Bay, Gulf and Franklin Counties and the Local Workforce Development Board (LWDB) requested and have been designated as the Local Workforce Development Area (LWDA) to set policy for the portion of the statewide workforce investment system within the local area; and

WHEREAS, each county is comprised of the Local Elected Officials and the Chairs of the Boards of County Commissioners serve as the Chief Local Elected Officials in the three jurisdictions of the LWDA; and

WHEREAS, a representative of each county's Board of County Commissioners are encouraged to attend, participate, and provide input on issues outlined in PL 113-128, Florida Workforce laws, and as required on CareerSource Florida policies and the Florida Department of Economic Opportunity agreements with the LWDB and the CLEOs; and

WHEREAS, the Chair of the LWDB is signatory to required agreements with the LWDB and has been authorized to represent the LWDB; and

WHEREAS, the parties desire to enter into an agreement to engage employers and local and regional partners, such as economic development, education, and other community organizations to prepare an educated and skilled workforce under the WIOA regulations to residents in the LWDA

NOW, THEREFORE, IT IS MUTUALLY AGREED:

1. Grant Recipient and Administrative Entity: Pursuant to PL 113-128, Sec. 107 (d) (12) (B) (i) (II), the Chief Local Elected Officials designate Gulf Coast State College (GCSC) as the local Grant Recipient and CareerSource Gulf Coast (CSGC) to serve as the Fiscal Agent for all WIOA funds, as well as those funds allocated to the LWDA for other workforce related programs by both the Federal and State governments. CSGC and GCSC shall negotiate an indirect cost rate to be paid to Gulf Coast State College in their role as grant recipient, and the agreement will be provided to the CLEO. In designating the local grant recipient and fiscal agent, the Chief Elected Officials are not relieved of the liability for any misuse of grant funds PL, 113-128, Sec. 107 (d) (12) (B) (I). CSGC shall disburse such grant funds immediately for workforce investment activities at the direction of the LWDB pursuant to the requirements of the WIOA and for other related programs in the appropriate manner authorized by State and Federal laws. The LWDB may solicit and accept grants and donations from sources other than Federal funds made available under the WIOA, and other related legislation.
2. Development of the Local Workforce Services Plan: Pursuant to PL 113-128, Sec. 106 (c) (2), the LWDB will prepare the local WIOA Plan consistent with PL Sec. 108 (a) and (b). Prior to submittal of the Plan to the State Workforce Board, the LWDB shall make available copies of the proposed Plan to the public through such means as public advertising through the LWDB website and local news media. The LWDB will encourage its members and members of the public, including representatives of business and representatives of labor organizations, to submit comments on the proposed Plan to the LWDB, but not later than the end of the 30-day period beginning on the date which the proposed Plan is made available. The CLEOs will review and approve the Plan as will the LWDB. The LWDB will include in the local Plan any such comments that represent disagreement with the Plan when it is ultimately submitted to the Governor. Following development of the Local Workforce Services Plan, the State Workforce Board will submit it to the Governor.
3. Negotiation of Local Performance Standards: Pursuant to PL 113-128, Sec. 116 (c) (2), the LWDB or its staff will, in cooperation with the CLEOs, negotiate local performance measures with the designated state agency on behalf of the Governor.
4. Policy Guidance/Oversight: The LWDB shall set broad general policy for WIOA programs in partnership with the CLEOs, and pursuant to PL 113-128, Sec. 107 (d) (8), shall conduct oversight with respect to youth activities, local employment and WIOA training activities and the One-Stop delivery system in the local area.
5. One-Stop Operator: Pursuant to PL 113-128, Sec. 121(d) (1) The LWDB, with the agreement of the CLEOs, is authorized to designate or certify one-stop operators and to

terminate for cause the eligibility of such operators. The one-stop operator shall be designated or certified as a one-stop operator through a competitive process; and shall be an entity (public, private or nonprofit), or consortium of entities which may include an institution of higher education; an employment service State agency established under the Wagner-Peyser Act on behalf of the local office of the agency; a community-based organization, nonprofit organization, or intermediary; a private for-profit entity; a government agency; and another interested organization or entity, which may include a local chamber of commerce or other business organization, or a labor organization.

6. Employer Linkages: The LWDB shall coordinate the workforce investment activities authorized under by law and carried out in the local area with economic development strategies and will lead efforts to engage a diverse range of employers and other entities in the region.
7. Connecting, Brokering and Coaching: The LWDB shall promote the participation of private sector employers in the statewide workforce investment system and ensure the effective provision, through the system, of connecting, brokering and coaching activities to assist employers in meeting hiring needs.
8. Budget: The LWDB shall develop a budget for the purpose of carrying out its duties under WIOA, subject to the approval of the CLEOs. In partnership with the CLEOs the LWDB will ensure the appropriate use, management, and investment of funds to maximize performance outcomes.
9. Memoranda of Understanding: The LWDB, with the agreement of the CLEOs shall develop and enter into memoranda of understanding (including Infrastructure Funding Agreements) between the LWDB and the one-stop partners as required by federal law and state policy.
10. Composition of LWDB: The LWDB will be comprised of members pursuant to PL 113-128, Sec. 107 (b) (2) and state law. CLEOs are responsible for making appointments to the LWDB. The CLEOs have been presented and approved of bylaws related to governing appointments and memberships on the LWDB pursuant to PL 113-128, Sec. 679.36 (g) and Florida Law.
11. Government in the Sunshine: The activities of the LWDB shall be governed by Chapters 119 and 286, Florida Statutes, in accord with PL 113-128, Sec. 107 (e).
12. Limitations on the Board: The Board is limited in activity and authority by the provisions of PL 113-128, Sec. 107 (g) (1).
13. Standing Committees: PL 113-128, Sec.107 (b) (4) (A), IN GENERAL. - The LWDB may designate and direct the activities of standing committees to provide information and to assist the LWDB in carrying out activities under this section. Such standing committees

shall be chaired by a member of the local LWDB, may include other members of the LWDB, and shall include other individuals appointed by the LWDB who are not members of the LWDB and who have been determined by the LWDB to have the appropriate experience and expertise

14. Identification and Selection of Eligible Providers of Youth Activities: The LWDB shall identify eligible providers of youth programs pursuant to PL 113-128, Sec.107 (d) (10) (B) and Sec. 123, by awarding grants or contracts on a competitive basis, based upon the criteria of the State Plan. Contracts may be renewed for up to three years.
15. Identification of Eligible Providers of Training Services: Consistent with PL 113-128, Sec. 122 (b) (3), the LWDB shall identify eligible providers of training services within the LWDA.
16. Identification of Eligible Providers of Career Services: If the one-stop operator does not provide career services described in PL 113-128, Sec. 134(c) (2) in a local area, the LWDB in conjunction with the CLEOs shall identify eligible providers of those career services in the local area by awarding contracts.
17. Conflicts of Interest: Actions by LWDB members are restricted pursuant to PL113-128, Sec. 107 (h), and other applicable laws and state agency policies concerning voting and engaging in certain activities.
18. Non-Discrimination: During the performance of this Agreement, the CLEOs and the LWDB assure, both individually and jointly, that they will not engage in any form or manner of discrimination on the basis of race, color, sex, national origin, handicap, marital status, religion or age in the performance of their individual and/or joint functions under this Agreement. The CLEOs and the LWDB individually and jointly assure compliance with Title VI of the Civil Rights Act of 1964; Title VII of the 1964 Civil Rights Act, as amended; the Florida Human Rights Act of 1977; and all other applicable Federal and State laws, Executive Orders and regulations prohibiting discrimination as hereinabove referenced. These assurances shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans, as applicable.

Furthermore, the CLEOs and the LWDB individually and jointly understand that this Agreement is conditioned upon the variety of these assurances, and that the CLEOs and the LWDB members bind themselves to such assurances by execution of this Agreement.

19. Liability: Under WIOA, CLEOs are liable for misspent funds, disallowed costs, funds spent fraudulently and potential sanctions for nonperformance. Therefore, Bay, Gulf and Franklin County Commissions (LEOs) will determine jointly how such expenses will be paid among the counties affected by any of the above listed reasons for repayment of WIOA funds by

the CLEOs. First, an assessment will be made as to the reason for repayment to determine if insurance may be used to cover the loss. Secondly, any unrestricted funds may be used to repay funds owed, and finally an assessment of which counties utilized the funds in question, and to what extent will be conducted. The assessment will provide information needed to determine how much and which counties will bear costs in terms of their share of the repayment.

20. Dispute Resolution: CLEOs from the three counties that make up the LWDA will work together to resolve any dispute that may arise related to the activities and requirements detailed in this agreement. If necessary, the counties will utilize the procedure described in the Florida Governmental Conflict Resolution Act, Chapter 164, F.S.
21. Monitoring and Accountability: The LWDB is responsible for complying with the annual fiscal/governance and programmatic monitoring by the state agency annually. Additionally, the LWDB is responsible for conducting monitoring of the same program elements annually by other means and for procuring an independent audit. The results of all compliance and accountability measures must be reported by staff to the LWDB with a performance review given by the state agency annually to the LWDB. These reports are sent as part of the agenda packet to each LWDB member and the CLEOs or their designee as they are reported.
22. Severability: If any terms or provisions of this Agreement or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or enforceable, 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.
23. LWDB Attestation: The LWDB represents and warrants that its members have not offered or given any gratuity to any official employee or agent of the CLEOs or any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect the performance of an agreement, and that each member has read and is familiar with this provision.

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this Agreement on the date and year first written above. This Agreement shall be in effect when signed and shall continue in effect unless terminated or replaced.

CHAIRMAN
GULF COAST WORKFORCE DEVELOPMENT
BOARD, INC dba CAREERSOURCE GULF
COAST

Patricia A. Hader

11/17/21
DATE

CHAIRMAN
BOARD OF COUNTY COMMISSIONERS
OF BAY COUNTY

[Signature]

December 7, 2021
DATE



ATTEST: KIMBERLY L. BODINE
EXECUTIVE DIRECTOR

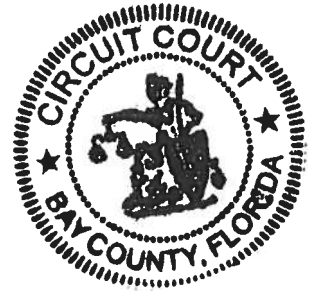
Kimberly L. Bodine

11/19/21
DATE

ATTEST: BILL KINSAUL
BAY COUNTY CLERK OF COURT

[Signature]

12/8/21
DATE



PRESIDENT
GULF COAST STATE COLLEGE

[Signature]

12/14/21
DATE

INTERLOCAL AGREEMENT

BOARD OF COUNTY COMMISSIONERS OF FRANKLIN COUNTY,
FLORIDA AND
GULF COAST WORKFORCE DEVELOPMENT BOARD, INC dba. CAREERSOURCE GULF
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AND
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WITNESSETH

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WHEREAS, each county is comprised of the Local Elected Officials and the Chairs of the Boards of County Commissioners serve as the Chief Local Elected Officials in the three jurisdictions of the LWDA; and

WHEREAS, a representative of each county's Board of County Commissioners are encouraged to attend, participate, and provide input on issues outlined in PL 113-128, Florida Workforce laws, and as required on CareerSource Florida policies and the Florida Department of Economic Opportunity agreements with the LWDB and the CLEOs; and

WHEREAS, the Chair of the LWDB is signatory to required agreements with the LWDB and has been authorized to represent the LWDB; and

WHEREAS, the parties desire to enter into an agreement to engage employers and local and regional partners, such as economic development, education, and other community organizations to prepare an educated and skilled workforce under the WIOA regulations to residents in the LWDA

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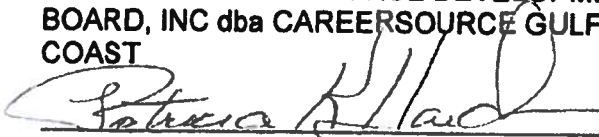
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22. Severability: If any terms or provisions of this Agreement or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or enforceable, 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.
23. LWDB Attestation: The LWDB represents and warrants that its members have not offered or given any gratuity to any official employee or agent of the CLEOs or any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect the performance of an agreement, and that each member has read and is familiar with this provision.

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this Agreement on the date and year first written above. This Agreement shall be in effect when signed and shall continue in effect unless terminated or replaced.

CHAIRMAN
GULF COAST WORKFORCE DEVELOPMENT
BOARD, INC dba CAREERSOURCE GULF
COAST



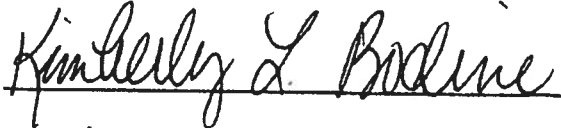
11/17/21
DATE

CHAIRMAN
BOARD OF COUNTY COMMISSIONERS
OF FRANKLIN COUNTY



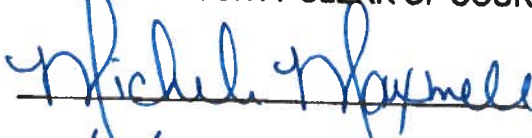
12/7/21
DATE

ATTEST: KIMBERLY L. BODINE
EXECUTIVE DIRECTOR



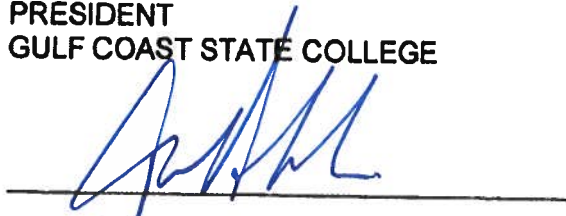
11/17/21
DATE

ATTEST: MICHELE MAXWELL
FRANKLIN COUNTY CLERK OF COURT



12/7/21
DATE

PRESIDENT
GULF COAST STATE COLLEGE



12/14/21
DATE

INTERLOCAL AGREEMENT

BOARD OF COUNTY COMMISSIONERS OF GULF COUNTY, FLORIDA
AND
GULF COAST WORKFORCE DEVELOPMENT BOARD, INC dba CAREERSOURCE GULF
COAST
AND
GULF COAST STATE COLLEGE

THIS AGREEMENT is made and entered into this 23rd day of November, 2021, between the BOARD OF COUNTY COMMISSIONERS FLORIDA (Local Elected Officials-LEOs) OF GULF COUNTY, GULF COAST WORKFORCE DEVELOPMENT BOARD, INC. (LWDB) dba CAREERSOURCE GULF COAST, and GULF COAST STATE COLLEGE ("GCSC"), (Grant Recipient) for GULF COAST WORKFORCE DEVELOPMENT BOARD, INC. dba CAREERSOURCE GULF COAST).

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WHEREAS, each county is comprised of the Local Elected Officials and the Chairs of the Boards of County Commissioners serve as the Chief Local Elected Officials in the three jurisdictions of the LWDA; and

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WHEREAS, the parties desire to enter into an agreement to engage employers and local and regional partners, such as economic development, education, and other community organizations to prepare an educated and skilled workforce under the WIOA regulations to residents in the LWDA

BCC APPROVED
DATE 11/23/21 

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6. Employer Linkages: The LWDB shall coordinate the workforce investment activities authorized under by law and carried out in the local area with economic development strategies and will lead efforts to engage a diverse range of employers and other entities in the region.
7. Connecting, Brokering and Coaching: The LWDB shall promote the participation of private sector employers in the statewide workforce investment system and ensure the effective provision, through the system, of connecting, brokering and coaching activities to assist employers in meeting hiring needs.
8. Budget: The LWDB shall develop a budget for the purpose of carrying out its duties under WIOA, subject to the approval of the CLEOs. In partnership with the CLEOs the LWDB will ensure the appropriate use, management, and investment of funds to maximize performance outcomes.
9. Memoranda of Understanding: The LWDB, with the agreement of the CLEOs shall develop and enter into memoranda of understanding (including Infrastructure Funding Agreements) between the LWDB and the one-stop partners as required by federal law and state policy.
10. Composition of LWDB: The LWDB will be comprised of members pursuant to PL 113-128, Sec. 107 (b) (2) and state law. CLEOs are responsible for making appointments to the LWDB. The CLEOs have been presented and approved of bylaws related to governing appointments and memberships on the LWDB pursuant to PL 113-128, Sec. 679.36 (g) and Florida Law.
11. Government in the Sunshine: The activities of the LWDB shall be governed by Chapters 119 and 286, Florida Statutes, in accord with PL 113-128, Sec. 107 (e).
12. Limitations on the Board: The Board is limited in activity and authority by the provisions of PL 113-128, Sec. 107 (g) (1).
13. Standing Committees: PL 113-128, Sec.107 (b) (4) (A), IN GENERAL. - The LWDB may designate and direct the activities of standing committees to provide information and to assist the LWDB in carrying out activities under this section. Such standing committees

shall be chaired by a member of the local LWDB, may include other members of the LWDB, and shall include other individuals appointed by the LWDB who are not members of the LWDB and who have been determined by the LWDB to have the appropriate experience and expertise

14. Identification and Selection of Eligible Providers of Youth Activities: The LWDB shall identify eligible providers of youth programs pursuant to PL 113-128, Sec.107 (d) (10) (B) and Sec. 123, by awarding grants or contracts on a competitive basis, based upon the criteria of the State Plan. Contracts may be renewed for up to three years.
15. Identification of Eligible Providers of Training Services: Consistent with PL 113-128, Sec. 122 (b) (3), the LWDB shall identify eligible providers of training services within the LWDA.
16. Identification of Eligible Providers of Career Services: If the one-stop operator does not provide career services described in PL 113-128, Sec. 134(c) (2) in a local area, the LWDB in conjunction with the CLEOs shall identify eligible providers of those career services in the local area by awarding contracts.
17. Conflicts of Interest: Actions by LWDB members are restricted pursuant to PL113-128, Sec. 107 (h), and other applicable laws and state agency policies concerning voting and engaging in certain activities.
18. Non-Discrimination: During the performance of this Agreement, the CLEOs and the LWDB assure, both individually and jointly, that they will not engage in any form or manner of discrimination on the basis of race, color, sex, national origin, handicap, marital status, religion or age in the performance of their individual and/or joint functions under this Agreement. The CLEOs and the LWDB individually and jointly assure compliance with Title VI of the Civil Rights Act of 1964; Title VII of the 1964 Civil Rights Act, as amended; the Florida Human Rights Act of 1977; and all other applicable Federal and State laws, Executive Orders and regulations prohibiting discrimination as hereinabove referenced. These assurances shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans, as applicable.

Furthermore, the CLEOs and the LWDB individually and jointly understand that this Agreement is conditioned upon the variety of these assurances, and that the CLEOs and the LWDB members bind themselves to such assurances by execution of this Agreement.

19. Liability: Under WIOA, CLEOs are liable for misspent funds, disallowed costs, funds spent fraudulently and potential sanctions for nonperformance. Therefore, Bay, Gulf and Franklin County Commissions (LEOs) will determine jointly how such expenses will be paid among the counties affected by any of the above listed reasons for repayment of WIOA funds by

the CLEOs. First, an assessment will be made as to the reason for repayment to determine if insurance may be used to cover the loss. Secondly, any unrestricted funds may be used to repay funds owed, and finally an assessment of which counties utilized the funds in question, and to what extent will be conducted. The assessment will provide information needed to determine how much and which counties will bear costs in terms of their share of the repayment.

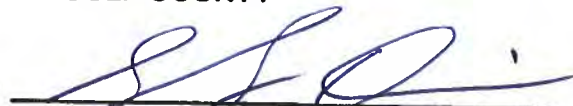
20. Dispute Resolution: CLEOs from the three counties that make up the LWDA will work together to resolve any dispute that may arise related to the activities and requirements detailed in this agreement. If necessary, the counties will utilize the procedure described in the Florida Governmental Conflict Resolution Act, Chapter 164, F.S.
21. Monitoring and Accountability: The LWDB is responsible for complying with the annual fiscal/governance and programmatic monitoring by the state agency annually. Additionally, the LWDB is responsible for conducting monitoring of the same program elements annually by other means and for procuring an independent audit. The results of all compliance and accountability measures must be reported by staff to the LWDB with a performance review given by the state agency annually to the LWDB. These reports are sent as part of the agenda packet to each LWDB member and the CLEOs or their designee as they are reported.
22. Severability: If any terms or provisions of this Agreement or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or enforceable, 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.
23. LWDB Attestation: The LWDB represents and warrants that its members have not offered or given any gratuity to any official employee or agent of the CLEOs or any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect the performance of an agreement, and that each member has read and is familiar with this provision.

IN WITNESS WHEREOF, the parties hereto, by and through the undersigned, have entered into this Agreement on the date and year first written above. This Agreement shall be in effect when signed and shall continue in effect unless terminated or replaced.

CHAIRMAN
GULF COAST WORKFORCE DEVELOPMENT
BOARD, INC dba CAREERSOURCE GULF
COAST

CHAIRMAN
BOARD OF COUNTY COMMISSIONERS
OF GULF COUNTY



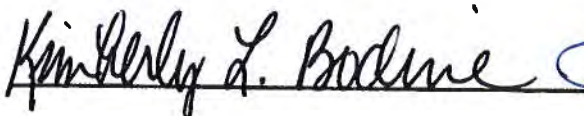


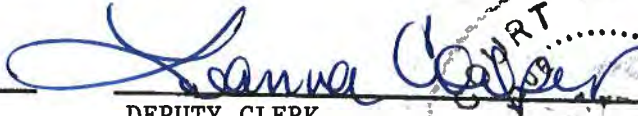
11/17/21
DATE

11/23/2021
DATE

ATTEST: KIMBERLY L. BODINE
EXECUTIVE DIRECTOR

ATTEST: REBECCA NORRIS
GULF COUNTY CLERK OF COURT





11/17/21
DATE

DEPUTY CLERK
11/23/2021
DATE



PRESIDENT
GULF COAST STATE COLLEGE



12/14/21
DATE