

AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN PASCO COUNTY AND HERNANDO COUNTY FOR THE CONTINUATION OF A REGIONAL WORKFORCE BOARD

This **Interlocal Agreement** is made and entered into among **Hernando County**, a political subdivision of the State of Florida, **Pasco County**, a political subdivision of the State of Florida, and the **Pasco Hernando Workforce Board, Inc., d/b/a CareerSource Pasco Hernando**, a not-for-profit corporation established in the State of Florida, hereinafter referred to as “CSPH” for the purposes of establishing the **Pasco Hernando Workforce Development Consortium**, hereinafter referred to as the “Consortium”, and establishing the roles and responsibilities of the Consortium and CSPH.

WHEREAS, the Workforce Investment Act (29 USC § 2732, Public Law 105-220, Sec 117), as amended by the Workforce Innovation and Opportunity Act (Public Law 113-128), (collectively “the Acts”) was enacted and it authorizes the establishment of local areas to coordinate and align key employment, education, training, adult literacy, and vocational rehabilitation programs in the United States;

WHEREAS, the Act authorizes units of government to enter into agreements for the purpose of receiving funds under the Acts;

WHEREAS, the legislative and executive branches of the State of Florida have identified the need for a consolidated workforce development system and has adopted a uniform policy to guide education, training, and employment programs within the State;

WHEREAS, Chapter 445, Florida Statutes, designates CareerSource Florida, Inc. as the principal workforce policy organization with the responsibility of planning and accountability for the State’s workforce development strategy;

WHEREAS, the State of Florida has identified the Regional Workforce Boards as the local entities to implement the policy which guides the education, training and employment programs;

WHEREAS, the Governor has designated the area of Pasco County and Hernando County to be local workforce development area (LWDA) under the ACT and Florida’s Workforce Innovation Act of 2000;

WHEREAS, the ACT specifies that if any local area so designated includes more than one unit of general local government, the chief elected officials of such units may execute an agreement to describe their responsibilities for carrying out the roles and responsibilities under the ACT;

WHEREAS, the Governor of the State of Florida has identified the Interlocal Agreement as the method for establishment of the community board, also known as the Regional Workforce Board , in a multi-county area;

WHEREAS, pursuant to the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, Pasco and Hernando Counties mutually desire to enter into an Interlocal Agreement for the purpose of the continuation of the Regional Workforce Board; and,

WHEREAS, the local elected officials of Pasco and Hernando Counties acknowledge the need for maximization of education, training and employment resources and the need for a local workforce development board charged with the responsibility for implementing federal and state policies at the local level and hereby express their desire to enter into this agreement for a workforce development board; and,

WHEREAS, Pasco and Hernando Counties entered into that certain Amended and Restated Interlocal Agreement Between Pasco County and Hernando County for the Continuation of a Regional Workforce Board, recorded in the official records of Hernando County at Book 3357 Page 1190, and recorded in the official records of Pasco County at Book 9359 Page 3485, and it is the intent of the parties that this Agreement replaces and supersedes that Interlocal Agreement.

NOW THEREFORE, the participating counties do hereby agree to and accept the designation of the area comprised of the two counties as a local workforce development area under the Acts and do hereby establish the Consortium in accordance with the provisions set forth herein.

I. CONSORTIUM MEMBERS.

- A. The Consortium shall be comprised of five members:
 - 1. Either the Chair or a currently serving County Commissioner designated by the Chair of each respective County Commission.
 - 2. One member from the community-at-large from each County as appointed by the respective County Commission, who shall serve a four-year term, with a maximum of two terms of service (8 years).
 - 3. One member, who is an active member of the business community within the region appointed by a simple majority vote of the other four members of the Consortium who shall serve a four-year term with a maximum of two terms of service (8 years). This member shall represent an organization or business that serves, and/or provides goods or services in both, Pasco and Hernando Counties.

- B. At the initial meeting of the Consortium, it shall elect from among the two elected officials appointed by the respective counties pursuant to section I.A.1 above, one elected official to act as Chair of the Consortium and one elected official to act as the Vice Chair of the Consortium. The Chair and Vice Chair shall then alternate from year-to-year between the elected officials appointed from each county such that when the Hernando County elected official serves as Chair, the Pasco County elected official is Vice Chair, and then the subsequent year, the Pasco County elected official serves as Chair, and the Hernando County elected official serves as Vice Chair.

- C. The Consortium is authorized to adopt any necessary resolutions or procedures for the conduct and management of its meetings and membership, provided that all such resolutions and procedures must comply with all applicable federal state and local laws and must not conflict with the terms and conditions of this Interlocal Agreement.
- D. The Chair of the Consortium shall act as the chief elected official for the local workforce development area.
- E. When required by the Florida Department of Commerce or by state or federal law, the Chair of the Consortium shall review, acknowledge, and execute contracts and other records for the Consortium.
- F. The Consortium designates the CSPH Board of Directors as the local workforce development board (the “CSPH Board”).
- G. The Consortium shall appoint the membership of the CSPH Board in accordance with the Act, Florida’s Workforce Innovation Act of 2000, Section 445.007, Florida Statutes, other applicable regulations, and the corporate articles and bylaws of CSPH. Unless otherwise precluded by law, the Consortium may remove any member of CSPH Board at any time by majority vote of the Consortium. Such removal by the Consortium may be with or without cause. Unless otherwise precluded by law, the Consortium may remove the executive director of the local board or the designated person responsible for the operational and administrative functions of the local board for cause.
- H. The Consortium, having been designated the local grant recipient pursuant to section 106(b)(1) of the Act, hereby designates CSPH as the administrative entity and fiscal agent for all programs promulgated under the Act and Florida’s Workforce Innovation Act of 2000.
- I. The Consortium shall meet from time-to-time as it may deem necessary, but no less than semi-annually, to conduct such business as may be necessary. One of the two (2) required meetings shall include the CSPH Board. All meetings of the Consortium shall comply with the Sec. 24, Article I of the Florida Constitution, Florida Government in the Sunshine Act and the Public Records Act, and Chapter 112, Florida Statutes.
- J. Members of the Consortium shall be governed by Chapter 112, Florida Statutes, in their conduct.
- K. All actions taken by the Consortium shall be made without regard to age, sex, race, religion, national origin, political affiliation, marital status, disability or handicap, or any other reason prohibited under applicable law.

- L. The Consortium shall approve the budget of the CSPH Board each year during one of the required meetings and shall approve any amendments to the articles of incorporation or the bylaws of the CSPH Board from time-to-time when amended.

II. LOCAL WORKFORCE DEVELOPMENT BOARD

- A. CSPH shall ensure that the composition of the local workforce development board shall at all times comply with requirements of the federal Act (sec. 107(b)(2)(A)), the Florida Workforce Innovation Act, and Section 445.007, Florida Statutes and shall include:
 - 1. Representatives of the private sector, who shall constitute, at a minimum, a majority of the total active membership and who shall be appointed proportionately to the relative population of the two (2) counties, except that all counties shall have at least two (2) members. Members of the private sector shall be appointed by Consortium members of their respective Counties. Said appointments shall be announced by the appointing member at a duly called Consortium meeting. The appointment of private sector members shall not be subject to approval or removal by the remainder of the members of the Consortium.
 - 2. Representatives of other organizations as required by applicable State and federal law.
- B. All appointments to the CSPH Board shall be on a staggered basis and consistent with the bylaws of the CSPH with a maximum term of eight (8) years for any one director, unless the member is a representative of a government entity.
- C. All vacancies will be appointed in the same manner as the original appointments.
- D. A member of the Consortium may be present at each CSPH Board meeting as a liaison but shall have no voting powers and shall not be considered a member of the CSPH Board.

III. ADMINISTRATION REQUIREMENTS AND OBLIGATIONS OF CSPH

- A. CSPH shall have the power to:
 - 1. Act as the grant sub-recipient, administrator and program planner for all programs funded under the Acts with all the responsibilities and liabilities associated therewith.
 - 2. Serve as the community board under CareerSource Florida, Inc. and the Workforce Investment Board under the Acts.
 - 3. Serve as the local entity for education, training and employment programs for Pasco and Hernando Counties.

- B. Pursuant to the Act and Section 445.007, Florida Statutes, CSPH shall:
1. Develop and submit the local plan to the Governor of Florida.
 2. Designate one-stop operators and providers.
 3. Ensure the appropriate use, management, and investment of associated funds received to maximize performance outcomes.
 4. Designate eligible providers of youth services.
 5. Develop an annual budget for the purpose of carrying out the duties of CSPH including, but not limited to, all programs promulgated under the ACT for the region.
 6. Provide for the conduct of an annual audit of all funds managed by CSPH and submit a copy of that audit and copies of financial statements prepared for the conduct of CSPH business to the Consortium.
 7. Provide oversight for the one-stop delivery system, local employment and training activities, and youth activities conducted pursuant to the ACT.
 8. Provide such staff and other support to the Consortium, as deemed necessary by the Consortium, for the conduct of Consortium business.
 9. Submit to the Consortium, for review and approval, the local plan, the one-stop operator designation, and the annual budget. If the Budget is not approved by the Consortium, CSPH shall submit an amended budget until a budget is approved.
 10. Provide an annual report to the Consortium.
 11. Coordinate the activities of the workforce development system with economic development strategies and other business and employer activities as may be appropriate and allowable.
 12. Promote generally the participation of the private sector in all aspects of the conduct of CSPH business and services provided.
 13. Report to the Board of Directors of CareerSource Florida, Inc. as required, regarding its functions, duties and responsibilities.
 14. Solicit, accept, receive, invest and expend funds from any public or private source.
 15. Contract with public and private entities as necessary to further the directives of the workforce development strategy.
 16. Oversee and monitor activities under its jurisdiction in accordance with Acts, the Florida Workforce Innovation Act of 2000, Chapter 445, Florida Statutes, and any subsequent enabling legislation.
- C. Funds shall be allocated on behalf of each county on the same formula basis as funds are allocated by the State. Changes in state funding allocation or deviations from the approved budget greater than three percent from the approved budget or allocation may be reallocated within the two-county area for a specific time and purpose, only by a super majority vote of the Consortium members.
- D. All meetings of CSPH, its committees and between members shall comply with the Sec. 24, Article I of the Florida Constitution, Florida Government in the Sunshine Act and the Public Records Act, and Chapter 112, Florida Statutes.

- E. CSPH Board of Directors and its Officers shall be governed by Chapter 112, Florida Statutes, in their conduct.
- F. All actions taken by CSPH shall be made without regard to age, sex, race, religion, national origin, political affiliation, marital status, disability or handicap, or any other reason prohibited under applicable law.
- G. CSPH shall furnish a Commercial Crime Fidelity Bond for Employee Dishonesty on blanket basis with a maximum limit of One Hundred Thousand Dollars (\$100,000). The bond shall be endorsed to cover "Third Party" liability including a third-party beneficiary clause in favor of each of the participating counties. The bond shall include a minimum twelve (12) month discovery period when written on a loss sustained basis. Pasco County and Hernando County shall be held harmless from any potential misuse of funds by CSPH.
- H. Notwithstanding any provisions of the law to the contrary, none of the parties hereto shall be liable for any claims, damages, injuries, losses, or expenses arising out of or resulting from any act, omission, or negligence of any other party, their officers, employees, or agents. Nothing in this Agreement shall be construed as waiving the sovereign immunity afforded to the participating counties under Section 768.28, Florida Statutes.

IV. GENERAL CONDITIONS

- A. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and shall supersede all previous agreements, either oral or written, by or between two or more of the parties hereto with respect to the subject matter hereof. No other agreements, oral or written, regarding the subject matter of this Agreement shall be deemed to exist.
- B. This Agreement may be amended or modified upon the written request of any party hereto. Such written request shall be distributed to all parties at least thirty days prior to requested actions effective date. Any alterations, amendments, modifications or waivers in the terms and conditions of this Agreement shall not be effective unless reduced to writing, approved by all parties, signed by duly authorized representatives and filed in the official records of each participating county.
- C. This Agreement shall have the duration equal to the period that the service delivery area designation remains in effect for the geographical area covered by this Agreement, unless terminated by Pasco County, Hernando County, or otherwise by state or federal law.
- D. In the event of any changes in state or federal law wherein this Agreement shall no longer be valid, this Agreement shall be automatically deemed void.

- E. The warranties, representations, covenants, and agreements set forth herein and in the exhibits hereto shall be continuous and shall survive the existence of this Agreement.
- F. Whenever either party is required to give notice unto the other, written notice shall be sent via hand-delivery, overnight delivery or first class mail to:

For Pasco County:
Mike Carballa, P.E.
County Administrator
8731 Citizens Drive, Suite 350
New Port Richey, FL 34654

For Hernando County:
Jeff Rogers, P.E.
County Administrator
15470 Flight Path Drive
Brooksville, FL 34604

For CSPH:
Jerome Salatino
Executive Director
16336 Cortez Blvd. Unit D
Brooksville, Florida 34601

All notices shall be effective upon receipt. Any party may change their representative to get notice or their address by giving notice in this manner without the need of formal amendment of this Interlocal Agreement.

- G. Each party warrants and represents to the other party that the execution and delivery of this Interlocal Agreement has been duly authorized by all appropriate actions of its respective governing body, that this Interlocal Agreement has been executed and delivered by an authorized officer of the respective governmental entity, and that this Interlocal Agreement constitutes the legal, valid, and binding obligation of the executing governmental entity enforceable against it by the other party in accordance with its terms (except as enforceability may be limited by statutes or applicable bankruptcy or similar laws affecting creditor's rights, and by application of equitable principals if equitable remedies are sought).
- H. This Interlocal Agreement shall be effective immediately when fully executed by the duly authorized representatives of each party and filed in the Official Records by the Clerk of the Circuit Court for each County and replaces and supersedes the former Interlocal Agreement.
- I. This Interlocal Agreement may be executed in multiple counterparts each of which may be deemed an original.
- J. Either party to this Agreement may cancel the same, upon the provision of ninety (90) days written notice advising the other party of its intent to cancel the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, by and through their duly authorized representatives, on the respective dates shown below.

ATTEST:

PASCO COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

Nikki Alvarez-Sowles, Esq., Clerk and
Comptroller Pasco County, Florida

Jack Mariano, Chairman

Date: _____

ATTEST:

HERNANDO COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

Hiedi Krupke, Deputy Clerk

Doug Chorvat, Jr. Clerk of the Circuit Court
and Comptroller

John Allocco

John Allocco, Chairman

Date: *August 22, 2023*



Approved as to form and legality:

Jon Jouben

Jon Jouben
County Attorney

ATTEST:

PASCO HERNANDO WORKFORCE
BOARD, INC.

Board Secretary

Charles Gibbons, Chairman

Date: _____

Approved as to form and legality:

Jennifer C. Rey, Esq. as legal counsel to
Pasco Hernando Workforce Board, Inc.