

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

This AMENDED AND RESTATED INTERLOCAL AGREEMENT is made and entered into by and between PASCO COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose principal address is 37918 Meridian Avenue, Dade City, Florida, 33523, hereinafter called "PASCO" and HERNANDO COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose principal address is 20 N. Main St., Rm. 263, Brooksville, Florida, 34601, hereinafter called "HERNANDO."

W I T N E S S E T H:

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; and

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; and

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; and

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") authorizes the expenditure of federal funds for the job training programs within designated service delivery areas; and

WHEREAS, PASCO and HERNANDO Counties constitute designated Local Workforce Development Area (LWDA) 16 under the Acts and a region for workforce development activities under the Workforce Florida Act; and

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 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; 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 continue this agreement for a workforce development board.

NOW, THEREFORE, in consideration of the foregoing recitals which are true and correct and an integral part of this Agreement and of the mutual covenants and conditions set forth herein, the parties intending to be legally bound hereby agree as follows:

1. **WHEREAS CLAUSES.**

The WHEREAS clauses set forth above are incorporated herein by reference and made a part of this Amended and Restated Interlocal Agreement.

2. **OBLIGATIONS OF THE PARTIES.**

A. The parties agree to the formation of the Regional Workforce Board pursuant to Section 163.01(7), Florida Statutes, to be known as the Pasco-Hernando Workforce Board hereinafter referred to as the "WORKFORCE BOARD." For purposes of this Agreement, the parties hereby designate a chief local elected official which shall be designated by the respective parties on an alternating annual basis, such that PASCO shall have a representative

serve as the chief local elected official one year, and then HERNANDO shall have a representative serve as the chief local elected official the next year. The designation and term of the chief local elected official shall be effective the 1st of December each year.

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B. The WORKFORCE BOARD shall be composed of representatives of the two counties. PASCO and HERNANDO Counties shall appoint the representatives to the WORKFORCE BOARD in accordance with criteria established by the Acts, and Chapter 445, Florida Statutes, ~~and applicable rules and regulations, and the corporate bylaws of~~ WORKFORCE BOARD. Unless otherwise precluded by law, the chief elected official for the local board may remove a member of the local board, the executive director of the local board, or the designated person responsible for the operational and administrative functions of the local board for cause.

C. The WORKFORCE BOARD will notify the ~~Chief Elected Officials parties, for the purpose of this Agreement, the Chairman of the County Commission,~~ of a vacancy on the WORKFORCE BOARD including any criteria established by the Acts, and Chapter 445, Florida Statutes, as applicable, for filling the vacancy. ~~Upon notification, PASCO and HERNANDO will solicit nominations, in accordance with the requirements of the Acts, utilizing county procedures to seek qualified candidates.~~

D. Appointments to the WORKFORCE BOARD will be made in accordance with the Acts and Chapter 445, Florida Statutes, as applicable. PASCO and HERNANDO will work together to achieve balanced representation to the extent possible, taking into consideration factors such as the category of membership as described in the Acts, Chapter 445, Florida Statutes, and other applicable rules and regulations. Generally, PASCO and HERNANDO will split the appointments of the WORKFORCE BOARD seats. Consideration will

also be given to the location of the operating base of the entity being represented and the location of the residence of the member.

F. PASCO and HERNANDO counties hereby designate the WORKFORCE BOARD as the local grant sub-recipient and local fiscal agent for funds distributed pursuant to the Acts and other workforce development programs operating within Local Workforce Development Area (LWDA) 16. In that capacity, the WORKFORCE BOARD shall act as its own administrative entity.

G. PASCO and HERNANDO counties hereby designate the WORKFORCE BOARD as the One-Stop Career Center Operator within Local Workforce Development Area (LWDA) 16.

H. On the occasion Additional One-Stop Partners are required, the approval of the Chief Elected Officials of PASCO and HERNANDO counties will be secured.

I. Pursuant to the Acts, and in accordance with the requirements established by the Governor of the State of Florida, the WORKFORCE BOARD shall develop the Local Plan and other plans, as required, and shall present said plans to PASCO and HERNANDO for review and approval.

J. PASCO and HERNANDO shall each be responsible for its proportionate part of any liability arising from its status as a grant recipient. PASCO and HERNANDO either jointly or separately may at any time request that an audit be performed by the WORKFORCE BOARD to determine how grant funds are being expended.

3. DUTIES OF THE WORKFORCE BOARD.

The duties of the WORKFORCE BOARD shall include:

A. Developing and evaluating the region's strategic workforce development plan and its subsequent implementation.

B. Reporting to the Board of Directors of CareerSource Florida, Inc. as required, regarding its functions, duties and responsibilities.

C. Soliciting, accepting, receiving, investing and expending funds from any public or private source.

D. Contracting with public and private entities as necessary to further the directives of the workforce development strategy.

E. Developing and approving an annual budget for recommendation to the County Commissions for approval.

F. Overseeing and monitoring activities under its jurisdiction in accordance with Acts, the Florida Workforce Innovation Act of 2000, Chapter 445, Florida Statutes, and any subsequent enabling legislation.

4. POWERS OF THE WORKFORCE BOARD.

The WORKFORCE BOARD shall have the power to:

A. 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.

B. Act as the administrative entity and fiscal agent for workforce development activities within Pasco and Hernando Counties.

C. Serve as the community board under CareerSource Florida, Inc. and the Workforce Investment Board under the Acts.

D. Serve as the local entity for education, training and employment programs for Pasco and Hernando Counties.

5. CODE OF CONDUCT AND ETHICS.

A. All meetings of the WORKFORCE BOARD, 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.

B. The WORKFORCE BOARD of Directors and its Officers shall be

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governed by Chapter 112, Florida Statutes, in their conduct.

C. All actions taken by the WORKFORCE BOARD 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.

6. ALLOCATION OF FUNDS.

Funds shall be allocated on behalf of each county on the same formula basis as funds are allocated by the State. Funds may be reallocated within the two-county area for a specific time and purpose, only by mutual agreement of the counties affected by the reallocation.

7. **AUTHORITY FOR AMENDED AND RESTATED INTERLOCAL AGREEMENT.**

Each party warrants and represents to the other party that the execution and delivery of this Amended and Restated Interlocal Agreement has been duly authorized by all appropriate actions of its respective governing body, that this Amended and Restated Interlocal Agreement has been executed and delivered by an authorized officer of the respective governmental entity, and that this Amended and Restated 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). This Amended and Restated Interlocal Agreement shall be effective immediately when fully executed by the duly authorized representatives of both PASCO and HERNANDO and filed with the Clerk of the Circuit Court for each County and replaces and supersedes the former Interlocal Agreement approved in September of 2012. This Amended and Restated Interlocal Agreement may be executed in multiple counterparts each of which may be deemed an original.

8. **SURVIVABILITY.**

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.

9. **DURATION OF AGREEMENT.**

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.

10. **NOTICE REQUIREMENTS.**

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: For Hernando County:
~~Michele Baker~~ ~~Mike Caraballa~~ ~~Leonard~~
~~Sessamen~~ Jeff Rogers
County Administrator County Administrator
8731 Citizens Drive, Suite ~~340~~350 20 N. Main St., Rm. 263
New Port Richey, FL 34654 Brooksville, FL 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 Amended and Restated Interlocal Agreement.

11. TERMINATION.

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.

12. DISPUTE RESOLUTION.

As local government entities, disputes between the parties are governed by Chapter 164, Florida Statutes. This shall not prevent the parties from entering into informal discussions prior to invoking this process.

IN WITNESS WHEREOF, the parties hereto have executed the foregoing Amended and Restated Interlocal Agreement:

(SEAL)
ATTEST:

BOARD OF COUNTY COMMISSIONERS
PASCO COUNTY, FLORIDA

~~Paula S. O'NEILL~~ NIKKI ALVAREZ-SOWLES,
~~Ph.D., Esq.~~ CLERK & COMPTROLLER

~~KATHRYN STARKEY~~ JACK MARIANO,
CHAIRMAN

DATE

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(SEAL)

BOARD OF COUNTY COMMISSIONERS OF
HERNANDO COUNTY, FLORIDA

ATTEST:

~~DON BARBEE~~ DOUG CHORVAT, JR. CLERK
OF CIRCUIT COURT & COMPTROLLER

~~JAMES ADKINS~~ JOHN ALLOCCO, CHAIRMAN

DATE

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