

**REGION 12 CENTRAL FLORIDA AREA WORKFORCE DEVELOPMENT
CONSORTIUM INTERLOCAL AGREEMENT**

This Agreement is made and entered into among **Lake County**, a political subdivision of the State of Florida, **Orange County**, a charter county and political subdivision of the State of Florida, **Osceola County**, a political subdivision of the State of Florida, **Seminole County**, a political subdivision of the State of Florida, **Sumter County**, a political subdivision of the State of Florida, and the **Region 12 Central Florida Regional Workforce Development Board, Inc., d/b/a CareerSource Central Florida**, a not-for-profit corporation established in the State of Florida, hereinafter referred to as “CSCF” for the purposes of establishing the **Central Florida Area Workforce Development Consortium**, hereinafter referred to as the “CONSORTIUM”, and establishing the roles and responsibilities of the CONSORTIUM and CSCF.

WHEREAS, the Congress of the United States of America has enacted and the President has executed the Workforce Innovation And Opportunity Act (Public Law 113-128) (the “ACT”) which 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 this ACT.

WHEREAS, the Governor has designated the five-county area described herein to be a local workforce development area under the ACT and the Florida 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.

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

I. CONSORTIUM MEMBERS.

- A. The CONSORTIUM shall be comprised of either the Mayor/Chair or a currently serving County Commissioner designated by the Mayor/Chair from each of the five counties.
- B. The CONSORTIUM shall elect from among its five (5) members, one member to act as Chair of the CONSORTIUM and one member to act as the Vice Chair.
- C. The Chair of the CONSORTIUM shall act as the chief elected official for the local workforce development area.
- D. The Chair of the CONSORTIUM shall review, acknowledge, and execute contracts and other records for the CONSORTIUM in accordance with

- state and federal law and the Florida Department of Economic Opportunity.
- E. The CONSORTIUM designates the CSCF Board of Directors as the local workforce development board (the "CSCF Board").
 - F. The CONSORTIUM shall appoint the membership of the CSCF Board in accordance with the ACT, Florida's Workforce Innovation Act of 2000, Section 445.007, Florida Statutes, other applicable regulations, and the corporate bylaws of CSCF. Unless otherwise precluded by law, the CONSORTIUM may remove any member of CSCF Board at any time by majority vote of the CONSORTIUM. Such removal by the CONSORTIUM may be with or without cause.
 - G. The CONSORTIUM, having been designated the local grant recipient pursuant to section 106(b)(1) of the ACT, hereby designates CSCF as the administrative entity and fiscal agent for all programs promulgated under the ACT and Florida's Workforce Innovation Act of 2000.
 - H. 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 CSCF Board. All meetings of the Consortium shall be open to the public and notice shall be provided in accordance with the State Sunshine Law requirements, as set forth in Section 286.011, Florida Statutes.
 - I. The CONSORTIUM shall approve the budget of the CSCF Board each year during one of the required meetings and shall approve or make revisions to the bylaws of the CSCF Board from time-to-time when amended.

II. LOCAL WORKFORCE DEVELOPMENT BOARD

- A. CSCF 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 of 2000, 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 five (5) 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 CSCF Board shall be for a period of three (3) years with a maximum term of eight (8) years, unless the member is a representative of a government entity. One-third of the appointments are made annually, pursuant to the bylaws of CSCF and state and federal requirements. Re-appointment for one additional three-year term and one two-year term shall be automatic so long as the duly appointed board member is in good standing, the seat on the Board continues to exist, the Board member wishes to serve another term, and the Board member's term is not limited by state or federal law.
- 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 CSCF Board meeting as a liaison but shall have no voting powers and shall not be considered a member of the CSCF Board.

III. ADMINISTRATION REQUIREMENTS AND OBLIGATIONS OF CSCF

- A. Pursuant to the ACT and Section 445.007, Florida Statutes, CSCF 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 CSCF 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 CSCF and submit a copy of that audit and copies of financial statements prepared for the conduct of CSCF 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, CSCF 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 CSCF business and services provided.
- B. CSCF shall furnish a Commercial Crime Fidelity Bond for Employee Dishonesty on blanket basis with a maximum limit of One Million Dollars (\$1,000,000). 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.
- C. 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 of 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 with each participating county's Clerk of the Board.
- C. The term of this Agreement shall begin on the last date executed by all parties and shall remain in effect until June 30, 2023, and shall be renewed automatically for a one-year period on July 1 of each year unless terminated by any party hereto 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. Pursuant to Subsection 163.01(11) of the Florida Statutes, this Agreement shall be filed with the respective Clerks of the Court of all participating Counties.

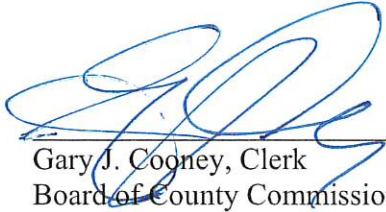
IN WITNESS WHEREOF, the parties hereto have executed this Agreement, by and through their duly authorized representatives, on the respective dates shown below.

[Signatures to follow]

COUNTY

ATTEST:

LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS



Gary J. Cooney, Clerk
Board of County Commissioners of Lake
County, Florida



Sean M. Parks
Chairman

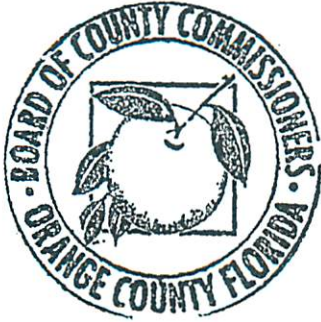
Date: October 26th, 2021

Approved as to form and legality:



Melanie Marsh
County Attorney

COUNTY



ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: *Jerry L. Demings*
for Jerry L. Demings, Orange County Mayor

Date: November 16, 2021

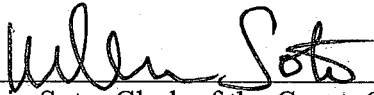
ATTEST: Phil Diamond, CPA, County
Comptroller, As Clerk of the Board of
County Commissioners

By: *Katie Smith*
Deputy Clerk

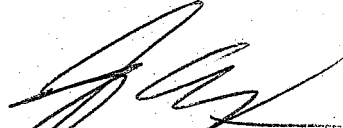
COUNTY

ATTEST:

OSCEOLA COUNTY, through its
BOARD OF COUNTY COMMISSIONERS



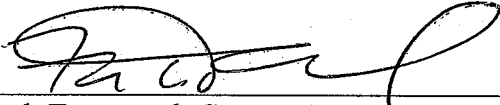
Kelvin Soto, Clerk of the Court, Osceola
County, Florida



Brandon Arrington, Chairman

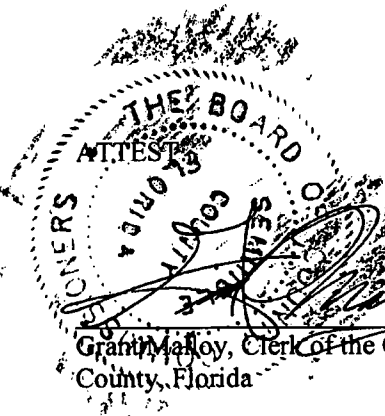
Date: BCC approved 10/18/2021

Approved as to form and legality:



Frank Townsend, County Attorney





ATTEST
THE BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

Grant Maloy
Grant Maloy, Clerk of the Court, Seminole County, Florida

COUNTY

SEMINOLE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

Lee Constantine
Lee Constantine, Chairman

Date: 10/26/21

Approved as to form and legality:

A. Bryant Applegate
A. Bryant Applegate, County Attorney

COUNTY



ATTEST:

Melissa Elliott D.C.
Gloria Hayward, Clerk of the Court
Sumter County, Florida

SUMTER COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

Garry Breeden
Garry Breeden, Chairman

Date: 10/12/21

Approved as to form and legality:

Jennifer C. Rey
Jennifer C. Rey, County Attorney

ATTEST:

CENTRAL FLORIDA REGIONAL
WORKFORCE DEVELOPMENT BOARD,
INC.





Jody Wood, Chairman

Date: 12/16/21