

**INTERLOCAL AGREEMENT BETWEEN
HILLSBOROUGH COUNTY BOARD OF COUNTY COMMISSIONERS
AND
PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS**

THIS INTERLOCAL AGREEMENT (“Agreement”) is made and entered into by and between **Hillsborough County**, a political subdivision of the State of Florida, and **Pinellas County**, a political subdivision of the State of Florida, for the purposes of establishing the Hillsborough/Pinellas Workforce Development Consortium, hereinafter referred to as the “**Consortium**”, and establishing the roles and responsibilities of the Consortium.

WITNESSETH:

WHEREAS, the Federal Workforce Innovation and Opportunity Act of 2014, Public Law 113-128 (“WIOA”) authorizes expenditures of federal funds for workforce development programs in areas of the state designated by the Governor as a Local Workforce Development Area (“Local Area”); and

WHEREAS, the Florida Workforce Innovation Act of 2000, Chapter 445, Florida Statutes, (“Florida WIOA”), further delineates the roles and responsibilities of all parties in the expenditure of federal funds for workforce development programs in such designated areas; and

WHEREAS, all incorporated and unincorporated areas within Hillsborough County and Pinellas County have been consolidated and designated by the Governor of the State of Florida as the Region, as provided by CareerSource Florida, effective July 1, 2024; and

WHEREAS, the Hillsborough County Board of County Commissioners is designated as the Hillsborough County Chief Elected Official (“Hillsborough CEO”) and the Pinellas County Board of County Commissioners is designated as the Pinellas County Chief Elected Official (“Pinellas CEO”) (collectively “County CEOs”); and

WHEREAS, pursuant to the WIOA and Florida WIOA (“Acts”), the Hillsborough CEO and Pinellas CEO may execute an Agreement that specifies the respective roles of each CEO within the multi-jurisdictional Region, as provided by CareerSource Florida, and defines the scope of this relationship and responsibilities, as provided herein; and

WHEREAS, pursuant to Chapter 163, Florida Statutes, local governmental units are authorized to enter into Agreements among and between themselves in order to make the most efficient use of their power by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, the Hillsborough CEO and Pinellas CEO do hereby agree to and accept the designation of the Region, as provided by CareerSource Florida, 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; and

WHEREAS, the Acts require the CEOs to establish a Local Workforce Development Board (“LWDB”) and to appoint its members, and to carry out any other responsibilities in accordance with the Acts; and

WHEREAS, the Hillsborough CEO and Pinellas CEO 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 within the Region, as provided by CareerSource Florida.

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

ARTICLE I
TERM OF THIS AGREEMENT

- 1.1 This term of this Agreement will commence on the Effective Date of December 1, 2023, or the filing date of this Agreement as provided in Article II, Filing of this Agreement, whichever occurs last, and continues through June 30, 2025 (“Term”), unless otherwise terminated as provided for herein.
- 1.2 Thereafter, this Agreement will automatically renew for additional one-year terms commencing on July 1 and ending on June 30, unless any party provides written notice to the other party of its intent not to renew no later than ninety (90) days before July 1 of any extension period.

ARTICLE II
FILING OF THIS AGREEMENT

- 2.1 This Agreement may be executed in counterparts, and each counterpart, when executed and filed will have the efficacy of a signed original. True and correct copies of such signed counterparts may be used in lieu of the originals for Agreement related purposes only. Each original set of signatures must be filed with each county’s Clerk of the Court pursuant to Subsection 163.01(11) of the Florida Statutes.

ARTICLE III
CONSORTIUM MEMBERS

- 3.1 The Consortium shall be composed of the following four (4) members:
 - (a) Two (2) currently serving Commissioners from the Hillsborough CEO; and
 - (b) Two (2) currently serving Commissioners from the Pinellas CEO
- 3.2 Members of the Consortium will serve for fixed and staggered terms of two (2) years with the exceptions described herein. The initial Consortium appointments will be staggered between one (1) and two (2) year terms to establish only a portion of the memberships expiring each year.
- 3.3 The Consortium must elect from among its members by a simple majority vote, one (1) member to act as Chair of the Consortium and one (1) member to act as Vice Chair. The Chair and Vice-Chair will serve for a one-year term. Members elected as Chair and Vice-

Chair must be chosen from the Hillsborough CEO and Pinellas CEO, and may not be from the same County. The positions of Chair and Vice-Chair must alternate between the County of representation every one-year term. If Consortium members are unable to elect a Chair by a simple majority vote, then a Chair must be elected by a coin toss.

- 3.4 The Chair of the Consortium will have authority to sign documents on behalf of the combined County Chief Local Elected Official (“CLEO”) for the Local Area. The Chair will review, acknowledge, and execute contracts and other records on behalf of the Consortium in accordance with all federal, state and local laws and within the terms and conditions of this Agreement.
- 3.5 A quorum of the Consortium will consist of two (2) members of the actual appointed membership. In the absence of a quorum, no official action may be taken. Consortium meetings can be hybrid, with virtual and in-person attendance. A quorum of the Consortium requires two (2) members be present in-person at the publicly noticed meeting site, with other members being able to attend and participate virtually. Further, any formal action by the Consortium will require a simple majority vote of the members participating in the meeting whether in person or virtual, provided that at least three (3) members must participate in the vote on the action by the Consortium.
- 3.6 Hillsborough County staff and Pinellas County staff may serve as staff to each County’s respective Consortium appointees to include the County Administrator, or designee, and County Attorney, or designee, from each County.

ARTICLE IV
AUTHORITIES AND RESPONSIBILITIES OF THE CONSORTIUM

- 4.1 All decisions or actions that may be required of either CEO pursuant to the Acts or other applicable laws will be undertaken jointly by the CEO’s or their respective designees to the Consortium, except as may otherwise be set forth in this Agreement.
- 4.2 The Consortium must establish the Bylaws of the Hillsborough/Pinellas Local Workforce Development Board to include the appointment process, composition, and roles and responsibilities of the LWDB. The authority to establish, amend or replace the Bylaws lies solely with the Consortium.
 - (a) The initial appointments to the LWDB will follow the below guidelines to support continuity of leadership, oversight and the transition to a regional focus.
 - (1) Limit consideration for initial appointments to the LWDB to existing Hillsborough and Pinellas LWDB members only. The Consortium must consider each member for appointment to the LWDB consistent with the criteria established under the Acts.
 - (2) All initial appointees to the LWDB may only be appointed to the same category they occupied on the Hillsborough or Pinellas LWDB.
 - (3) All existing Executive Committee members from the Hillsborough and Pinellas LWDBs must be offered initial appointments to the LWDB.
 - (4) All initial appointees to the LWDB will serve fixed and staggered terms of two (2) years with the exception described herein. The initial LWDB appointments will be staggered between one (1) and two (2) year terms to establish only a portion of the membership expiring each year.

- (5) Members of the LWDB may not serve for more than eight (8) consecutive years, unless such member is a representative of a governmental entity. If a Member of the LWDB is appointed to serve the remainder of an unexpired term, then such service will count towards the Member's eight (8) year limit. A Member may not start another term where the eight (8) consecutive years limit will be reached during such term.
 - (6) The term of appointment for the County Administrators, or their designees, are not subject to the terms of membership specified herein.
 - (7) All appointments to the LWDB after this initial appointment will follow the recruitment and appointment process identified hereafter in the Interlocal Agreement and Bylaws.
- (b) The Consortium must appoint members to the LWDB while utilizing the existing administrative process and key staff at each County to conduct the recruitment, solicitation and vetting process. This is to include posting/advertising vacancy announcements in compliance with each CEO's Policy for Board and Committee Appointments, review of applicants to ensure compliant residency/registered voter status and confirmation that each LWDB member is aware that they are required to file the required annual financial disclosure forms and the timeframe for such filing. Consistent with the delegated functions granted to the Consortium, the final slate of qualified applicants will then be voted on by the Consortium.
 - (c) One (1) Commissioner from the Hillsborough CEO and one (1) Commissioner from the Pinellas CEO, that during their term of service on the Consortium, will serve as automatically appointed members of the LWDB. The terms of appointment for each CEO are not subject to the eight (8) year term of membership specified herein.
 - (d) The initial appointment of Business category representatives to the LWDB will be of equal proportion (50/50) between the Counties. Thereafter, the Consortium must appoint Business category representatives to the LWDB based on a pro rata combination of the equally weighted population, employment and employer metrics of each County once the Administrative Entity for the Region has been designated. Members of the Business category must maintain their principal place of business in the county from which their appointment arose throughout the term of their appointment to the LWDB.
 - (e) All other appointments to the LWDB must be of equal proportion (50/50) and in accordance with the Acts and the Bylaws.
 - (f) Local Area residency and voter registration requirements may be waived, for members of required categories only, at the recommendation of the nominating CEO and agreed to by the Consortium.
 - (g) The authority to appoint, reappoint or revoke the appointment of members to the LWDB lies solely with the Consortium. Appointment or reappointment of members to the LWDB will be by a simple majority vote of the Consortium. Removal of members from the LWDB will be by a simple majority vote of the Consortium and may be with or without cause.
- 4.3 The Consortium must approve the annual Planning Budget of the LWDB. The annual Planning Budget must be based upon the planning numbers provided by the Florida

Department of Commerce and include all public workforce development funds, non-public revenues and discretionary grants.

- (a) All federal and state workforce development funds will be allocated on behalf of each County on the same formula basis as said funds are allocated by the State. These funds may be reallocated within the Local Area within the grant period and for a specific purpose only by unanimous vote of the Consortium members.
- (b) All local government workforce development funds (Non-Federal) must be allocated on behalf of each County as said funds are allocated by the local government. These funds may not be reallocated to another County within the Local Area.
- (c) All non-public revenues and grant funds (unrestricted) will be allocated on behalf of each County as said funds are obtained and allocated by the funding source. If allowed, these funds may be reallocated within the Local Area for a specific purpose only by unanimous vote of the Consortium members.

4.4 The Consortium, having been designated as the Local Grant Recipient by the State, must develop and administer a process to designate and enter into agreement(s) with an Administrative Entity and Fiscal Agent for all programs promulgated under the Acts for the Local Area no later than June 30, 2024.

- (a) The Consortium must define the specific functions, duties and responsibilities of the Administrative Entity for the administration and operation of workforce development programs in the Local Area in accordance with the Acts and corresponding regulations.
 - (1) The Administrative Entity will serve as staff to the LWDB.
 - (2) The Administrative Entity is prohibited from being a direct provider of career services, training services, or acting as a one-stop operator, unless approved by the Consortium and the Governor.
- (b) The Consortium must define the specific functions, duties and responsibilities of the Fiscal Agent in accordance with the Acts and corresponding regulations. The Fiscal Agent must ensure sustained fiscal integrity, internal controls and accountability for expenditures of funds in accordance with Office of Management and Budget circulars, WIOA, 2 CFR 200 and other Federal Regulations and State policies.

4.5 The LWDB must have an Audit Committee. The Consortium has the right to appoint one (1) to two (2) non-Board members to the Audit Committee.

4.6 In accordance with section 5.3 below, the Consortium must approve a LWDB process to select the director, interim director or designated person responsible for the operational and administrative functions of the LWDB, and subsequently approve the selection as recommended by the LWDB.

4.7 The Consortium must approve a process for the LWDB to select General Counsel for the new entity.

- 4.8 The Consortium will meet from time-to-time as it deems necessary and appropriate, but not less than quarterly, to conduct business as may be necessary. One (1) of these meetings may include the LWDB.
- 4.9 All Consortium meetings must be conducted in accordance with the “sunshine provisions” of WIOA and Florida’s Government-in-the-Sunshine Act.
- 4.10 Each County CEO may designate a county employee to serve as a liaison (“County Liaison”) between the CEO, Consortium, LWDB, Administrative Entity and Fiscal Agent. The County Liaison will work to ensure all workforce development programs and fiscal operations are consistent with the CEO’s goals and objectives for workforce development in the CEO’s Local Area.
- (a) The County Liaison will receive notice of and attend all LWDB meetings and other meetings requiring notice under the Florida Sunshine Law. The County Liaison will have no voting powers and will not be considered a member of the LWDB.
- (b) The salary and other compensation paid to the designated County Liaison must be paid from the CEO’s County funds.

ARTICLE V
AUTHORITIES AND RESPONSIBILITIES OF THE LWDB

- 5.1 The LWDB must provide strategic oversight to help develop a comprehensive and high-quality workforce delivery system in the Local Area, and to maximize and continue to improve the quality of services, customer satisfaction, and effectiveness of the services provided.
- 5.2 The LWDB must ensure the existing physical and programmatic access to services by employers, workers and job seekers within each County will be assessed and provided in a manner that maximizes customer access and satisfaction. (Physical locations for services and operations will be located in both Counties and to the extent feasible honoring exiting physical locations that are utilized currently by either existing Career Source entity.)
- 5.3 The LWDB will have the power, in accordance with a process approved by the Consortium, to select and recommend a director, interim director or designated person responsible for the operational and administrative functions of the LWDB for approval by the Consortium. The director will be a contract employee of the LWDB and shall report to the LWDB.
- 5.4 The LWDB must develop a 4-year local area workforce plan (“Local Plan”) along with a 2-year plan modification approved by the Consortium and consistent with WIOA section 108. The LWDB must monitor progress toward the achievement of the performance measures set forth in the Local Plan.

- 5.5 The LWDB will have the authority to suspend, with or without pay, or remove the director, interim director, or the designated person responsible for the operational and administrative functions of the LWDB with or without cause. The Consortium will have the authority to direct the LWDB to suspend, with or without pay, or remove the director, interim director or the designated person responsible for the operational and administrative functions of the LWDB for cause. Upon receipt of the Consortium's direction, the LWDB will provide written notice to the director, interim director or designated person of the termination of his or her employment, specifying the date on which the director, interim director or designated person responsible for the operational and administrative functions of the LWDB employment will terminate.
- 5.6 The director will, within the approved budgetary constraints, hire sufficient personnel to carry out effective and efficient operation of workforce development programs as defined in the Local Plan and to provide necessary technical assistance to any sub-grantee's providing services under the guidance of the LWDB and acting in partnership with the Consortium as provided herein.
- 5.7 The director and staff are subject to the limitations on the payment of salary and bonuses as described in WIOA sec. 194(15) and 2 CFR § 200.430.

ARTICLE VI
AUTHORITIES AND RESPONSIBILITIES HELD
JOINTLY BY THE CONSORTIUM AND LWDB

- 6.1 It is the joint responsibility of both County CEOs to work to ensure the effective delivery of workforce development services, which provide the most benefit to job seekers, workers and employers in the Local Area. It is further the shared responsibility of both County CEOs to stimulate the active, effective participation of all sectors of the community in the provision of workforce development services.
- 6.2 Both County CEOs may choose to further effective communication by meeting jointly, on occasion, as either party requests or in accordance with a mutually agreed-upon meeting schedule in an open manner compliant with the "sunshine provisions" of WIOA and State legislation.
- 6.3 In the event the Administrative Entity or Fiscal Agent is found responsible for any disallowed costs under WIOA or Florida WIOA, through whatever means, the Administrative Entity or Fiscal Agent and the Consortium will mutually work to resolve all such disallowed costs. If repayment of funds is demanded by the funding source, the Administrative Entity or Fiscal Agent will have first responsibility for repayment, through its insurance, bonds, and non-grant funds such as unrestricted funds to the extent that coverage exists and/or is permitted by Federal and State law. If the Administrative Entity or Fiscal Agent's insurance, bonds, grant or non-grant funds such as unrestricted funds are insufficient for the demanded repayment, the Consortium and the respective County CEOs may be liable only to the extent, required by the Acts, for repayment or for the balance of repayment, after all Administrative Entity or Fiscal Agent resources have been exhausted, of the funds which are subject to such demand. In the event either CareerSource Tampa Bay or CareerSource Pinellas is found responsible for any

disallowed costs under WIOA or Florida WIOA, attributable to actions or events occurring prior to their consolidation and the consolidation of associated CareerSource entities, then the repayment of such disallowed costs will be the responsibility of the CEO for the individual LWDB responsible for the disallowed costs to the extent required by the Acts after all available resources as available to either CareerSource Tampa Bay or CareerSource Pinellas, as applicable, have been exhausted.

ARTICLE VII
NEGLIGENCE

- 7.1 Hillsborough County and Pinellas County each agree, to the extent authorized by section 768.28, Florida Statutes, and without waiving any applicability of such statute, to be responsible for its own, or its employees acting within the scope of their employment's, negligence.

ARTICLE VIII
DISPUTE RESOLUTION

- 8.1 In the event of a dispute between Hillsborough County and Pinellas County relating to this Agreement, the Consortium will review such dispute and options for resolution(s). In the event the Consortium is unable to reach a resolution, the dispute may be referred to the respective County Commissions for consideration of a joint meeting to discuss the dispute. Any and all applicable provisions from the Acts shall control. To the extent Chapter 164 of the Florida Statutes applies here, this dispute resolution process will substitute for the process set forth therein.

ARTICLE IX
AGREEMENT MODIFICATION OR AMENDMENTS

- 9.1 This Agreement may be amended or modified upon the written request of either County CEO hereto. Such written request must be distributed to the non-requesting County CEO at least thirty (30) calendar days prior to requested actions effective date. Any alteration, modification, amendment or waiver in the terms and conditions of this Agreement will not be effective unless submitted in writing, approved by both County CEOs, signed by duly authorized representatives and filed with each County's Clerk of the Court.

ARTICLE X
OTHER TERMS AND CONDITIONS

- 10.1 If any provision of this Agreement is declared void by a court of law, all other provisions of the Agreement will remain in full force and effect.
- 10.2 The failure of any party to exercise any right under this Agreement cannot be construed as a waiver of such right.

ARTICLE XI
TERMINATION FOR CONVENIENCE

- 11.1 Either party may terminate this Agreement without cause by giving one hundred fifty (150) days prior written notice of its termination hereof pursuant to this provision or by non-renewal as set forth in Article I herein.

ARTICLE XII
NOTICES

- 12.1 All notices required or permitted to be given by a party under this Agreement must be in writing and sent to the other party by certified mail, return receipt requested, or by overnight personal delivery service requiring a signature for delivery, and must be addressed as follows:

If to the Hillsborough CEO:

Hillsborough County
Economic Prosperity
601 E. Kennedy, 20th Floor
Tampa, Florida 33602
Attn: Ron Barton, ACA

If to the Pinellas CEO:

Pinellas County
Economic Development
315 Court Street
Clearwater, FL 33756
Attention: Kevin Knutson, ACA

- 12.2 Either party may change its notice address or representative at any time by providing to the other party a notice of that change sent in conformance with the requirements of this Article XII.

ARTICLE XIII
ENTIRE AGREEMENT

- 13.1 The foregoing constitutes the entire Agreement between the parties with respect to the subject matter contained herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties, by and through the undersigned, have entered into this Agreement, on the respective dates shown below.

ATTEST: Cindy Stuart, Clerk of Circuit Court **COUNTY:** Hillsborough County, Florida

By: *Cindy Stuart*
Deputy Clerk



By: *Ken Hagan*
Ken Hagan, Chair
Board of County Commissioners

Approved as to Form and Legal Sufficiency:

Katherine M. Benson
By: _____
Assistant County Attorney

BOCC Document Number: 23-1241

IN WITNESS WHEREOF, the parties, by and through the undersigned, have entered into this Agreement, on the respective dates shown below.

ATTEST: Ken Burke, Clerk of the Court

COUNTY: Pinellas County, Florida

By: *William K. Burke*
Deputy Clerk

By: *Janet C. Long*
Janet Long, Chair
Board of County Commissioners



APPROVED AS TO FORM

By: *Donal S. Crowell*
Office of the County Attorney