

# CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 04/18/2024

Contract/Lease Control #: C20-2920-BCC

Procurement#: N/A

Contract/Lease Type: AGREEMENT

Award To/Lessee: CAREERSOURCE OKALOOSA WALTON

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 07/01/2024

Expiration Date: 06/30/2028

Description of: LOCAL WORKFORCE DEVELOPMENT PLAN

Department: BCC

Department Monitor: HOFSTAD

Monitor's Telephone #: 850-651-7105

Monitor's FAX # or E-mail: JHOFSTAD@MYOKALOOSA.COM

Closed: \_\_\_\_\_

CC: BCC RECORDS

**PROCUREMENT/CONTRACT/LEASE  
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: C20-2920-BCC Tracking Number: 512524  
Procurement/Contractor/Lessee Name: Walton County BOCC / career some Grant Funded: YES \_\_\_ NO X  
Purpose: Interlocal agreement - workforce innovation  
Date/Term: 6-30-2028 1.  GREATER THAN \$100,000  
Department #: \_\_\_\_\_ 2.  GREATER THAN \$50,000  
Account #: \_\_\_\_\_ 3.  \$50,000 OR LESS  
Amount: \_\_\_\_\_  
Department: BCC Dept. Monitor Name: Hofstad

**Purchasing Review**

Procurement or Contract/Lease requirements are met: DeRita Mason Date: 3-20-24  
Purchasing Manager or designee: \_\_\_\_\_ DeRita Mason, Erin Poole, Amber Hammonds

**2CFR Compliance Review (if required)**

Approved as written: no federal they Grant Name: \_\_\_\_\_  
Grants Coordinator: \_\_\_\_\_ Suzanne Ulloa Date: \_\_\_\_\_

**Risk Management Review**

Approved as written: see email attached Date: 3-21-24  
Risk Manager or designee: \_\_\_\_\_ Lydia Garcia

**County Attorney Review**

Approved as written: see email attached Date: 3-25-24  
County Attorney: \_\_\_\_\_ Lynn Hoshihara, Kerry Parsons or Designee

**Department Funding Review**

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

**IT Review (if applicable)**

Approved as written: \_\_\_\_\_ Date: \_\_\_\_\_

## DeRita Mason

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**From:** Odessa Cooper-Pool  
**Sent:** Thursday, March 21, 2024 11:09 AM  
**To:** DeRita Mason; Lynn Hoshihara  
**Cc:** Kerry Parsons  
**Subject:** RE: Non BCC agency 15473 Interlocal Agreement with CareerSource Okaloosa Walton 2024  
**Attachments:** Draft - Interlocal Agreement with CareerSource Okaloosa Walton 2024 Mini-Packet.pdf

Hello DeRita,

The Interlocal Agreement with CareerSource has been reviewed and is approved by Risk Management for insurance purposes.

Thank you,

**Odessa Cooper-Pool**  
Public Records & Contracts Specialist  
Human Resources/ Risk Management  
Okaloosa County BCC  
302 N. Wilson Street, Crestview, FL 32536  
Office: 1-850-689-4111



“And, when you want something, all the universe conspires in helping you to achieve it.”— **Paulo Coelho**, *The Alchemist*

**Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.**

**From:** DeRita Mason <dmason@myokaloosa.com>  
**Sent:** Wednesday, March 20, 2024 12:10 PM  
**To:** Lynn Hoshihara <lhoshihara@myokaloosa.com>  
**Cc:** Kerry Parsons <kparsons@ngn-tally.com>; Odessa Cooper-Pool <ocooperpool@myokaloosa.com>; Jacqueline Matichuk <jmatichuk@myokaloosa.com>  
**Subject:** FW: Non BCC agency 15473 Interlocal Agreement with CareerSource Okaloosa Walton 2024

Good afternoon,  
Please review and approve the attached.  
Thank you,

DeRita Mason

## DeRita Mason

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**From:** Lynn Hoshihara  
**Sent:** Monday, March 25, 2024 3:47 PM  
**To:** DeRita Mason  
**Cc:** Kerry Parsons; Odessa Cooper-Pool; Jacqueline Matichuk  
**Subject:** Re: Non BCC agency 15473 Interlocal Agreement with CareerSource Okaloosa Walton 2024

This is approved.

Lynn M. Hoshihara  
County Attorney  
Okaloosa County, Florida

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

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**From:** DeRita Mason  
**Sent:** Wednesday, March 20, 2024 1:09 PM  
**To:** Lynn Hoshihara  
**Cc:** Kerry Parsons; Odessa Cooper-Pool; Jacqueline Matichuk  
**Subject:** FW: Non BCC agency 15473 Interlocal Agreement with CareerSource Okaloosa Walton 2024

Good afternoon,  
Please review and approve the attached.  
Thank you,

DeRita Mason



DeRita Mason, CPPO, CPPB, NIGP-CPP  
Purchasing Manager  
Okaloosa County Purchasing Department  
5479A Old Bethel Road  
Crestview, Florida 32536  
Office: (850) 689-5960 Ext. 6966  
Cell: (850) 826-8010  
[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)

**INTERLOCAL AGREEMENT  
 BY AND BETWEEN  
 OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS  
 WALTON COUNTY BOARD OF COUNTY COMMISSIONERS  
 AND  
 CAREERSOURCE OKALOOSA WALTON**

**This Agreement** is entered into by and between **OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS** (Also referred to as "Chief Elected Official" or "Chief Local Elected Official"), located at 1250 N Eglin Pkwy Ste 100, Shalimar, FL 32579 **AND WALTON COUNTY BOARD OF COUNTY COMMISSIONERS**, (Also referred to as "Chief Elected Official" or "Chief Local Elected Official"); located at 76 N. 6<sup>th</sup> St, DeFuniak Springs, FL 32433 **AND OKALOOSA WALTON JOBS & EDUCATION PARTNERSHIP, INC., DBA CAREERSOURCE OKALOOSA WALTON** (hereinafter referred to as CareerSource Okaloosa Walton or CSOW), a Florida non-profit corporation, headquartered at 109 8<sup>th</sup> Avenue, Shalimar, Florida 32579.

**WITNESSETH**

**WHEREAS**, the United States Congress has enacted the Workforce Innovation and Opportunity Act (WIOA), Public Law 113-128, July 22, 2014, and charged the State of Florida with the establishment of local Service Delivery Areas; and

**WHEREAS**, pursuant to Pub. L. No. 113-128 and F.S., Chapter 445.007, CareerSource Okaloosa Walton has been appointed as the Local Workforce Development Board to serve in the designated Local Workforce Development Area (LWDA) to set policy for that portion of the statewide workforce investment system within the local area; and

**WHEREAS**, the Counties of Okaloosa and Walton are designated as part of the LWDA for the unincorporated and incorporated areas within the confines of their boundaries; and

**WHEREAS**, WIOA and 20 CFR 679.310, require the Chief Elected Official ("CEO") of each designated LWDA to establish a Local Workforce Development Board ("LWDB") and to appoint its members; and

**WHEREAS**, the Chairman of the Board of County Commissioners is the CEO and is a signatory to agreements with the Board and is authorized to represent the Board; and

**WHEREAS**, the parties desire to enter into an agreement defining their respective roles and responsibilities for the administration and operation of workforce development programs within the LWDA; and

**WHEREAS**, CSOW will perform multiple functions within the LWDA, this Agreement clarifies how CSOW will carry out these functions in accordance with WIOA, its regulations, guidance letters, and notices; and Florida statutes, regulations, and policies; and demonstrate internal controls and prevent conflicts of interest.

NOW THEREFORE, IN CONSIDERATION OF THE ABOVE AND THE MUTUAL COVENANTS HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

**ARTICLE I**  
**ESTABLISHMENT**

- 1.1 Pursuant to WIOA Section 107- Local Workforce Development Boards; there shall be established, and certified by the Governor of the State, a local workforce development board in each local area.
- 1.2 Pursuant to WIOA Section 3(9), the Chief Local Elected Official is the chief elected executive officer of a unit of general local government in a local area and, in a case in which a local area includes more than one unit of general local government, *the interlocal agreement should specify the respective roles to approve local and, if appropriate, regional plans; establishing policy; authorizing WIOA expenditures; establishing contracts; paying for services outside of the local area; or paying costs associated with monitoring or audit findings or sanctions.*
- 1.3 As required by federal and state legislation, this Agreement designates the Chief Local Elected Official (CLEO) for CareerSource Okaloosa Walton. The Chairperson of the Walton County Board of County Commissioners (Or his/her designee) and the Chairperson of the Okaloosa County Board of County Commissioners (Or his/her designee) *will serve in the position of CLEO for alternating years during the period of this Interlocal Agreement.* The effective period of service shall be as follows:

<b>Chief Local Elected Official (CLEO) Dates of Service</b>	<b>Okaloosa County</b>	<b>Walton County</b>
July 1, 2024 - June 30, 2025		X
July 1, 2025 - June 30, 2026	X	
July 1, 2026 - June 30, 2027		X
July 1, 2027 - June 30, 2028	X	

- 1.4 In this capacity, the CLEO is designated as the official signatory authority for both counties to execute approved documents required for the administration of CareerSource Okaloosa Walton. Copies of all such signatures and documents will be provided to all other parties to the agreement.
- 1.5 The remainder of this Agreement describes the responsibilities of the parties and stipulates which responsibilities are delegated to CSOW and how those duties must be administered.

**ARTICLE II**  
**CHIEF LOCAL ELECTED OFFICIAL (CLEO) RESPONSIBILITIES**

2.1 The CLEO's administrative responsibilities include:

- 2.1.1 Requesting local area designation (as prescribed in Administrative Policy 94 – Local Workforce Development Area Designation).
- 2.1.2 Appointing members to the Local Workforce Development Board (LWDB).
- 2.1.3 Requesting LWDB certification (as prescribed in Administrative Policy 091– Local Workforce Development Board Composition and Certification).
- 2.1.4 Establishing bylaws in coordination with the LWDB.
- 2.1.5 Designating a fiscal agent (if not serving as grant recipient) and monitoring their effectiveness.
- 2.1.6 Approving the LWDB budget.
- 2.1.7 Remaining liable for any misuse of WIOA grant funds by the local area.
- 2.1.8 In coordination with the local board and/or staff to the board, negotiating and reaching agreement on the LWDB local performance measures with FloridaCommerce.
- 2.1.9 Negotiating with the LWDB and required partners to maintain the workforce delivery system through the Memorandum of Understanding (as prescribed in Administrative Policy 106 - Memorandums of Understanding and Infrastructure Funding Agreements).
- 2.1.10 Partnering with the LWDB and planning region to develop and submit the WIOA local plan and regional plan; and
- 2.1.11 Reviewing the annual performance review of the LWDB executive director.

2.2 ***Pursuant to CareerSource Florida Board's Administrative Policy 110, the CLEO may delegate all administrative functions except:***

- 2.2.1 Appointment of members to the Local Workforce Development Board.
- 2.2.2 Designating a fiscal agent (designation of a fiscal agent does not relieve the CLEO or Governor of liability for misuse of grant funds – 20 CFR 679.420); and
- 2.2.3 Liability for any misuse of WIOA grant funds by the local area.

**ARTICLE III**  
**LOCAL AREA DESIGNATION**

- 3.1 The purpose of the local workforce development area is to serve as the jurisdiction for the administration of workforce development activities using WIOA Adult, Dislocated Worker and Youth funds allocated by the State; and to coordinate efforts related to the other core programs at a community level.
- 3.2 **The Governor shall approve a request for designation of an area from a unit of general local government** as a local workforce development area in accordance with the process and considerations outlined in WIOA Section 106 b. (1)(A) and (B).
- 3.3 Local workforce development areas that receive an initial designation shall be granted a **subsequent designation** if, for the two most recent program years, the local workforce development area performed successfully and sustained fiscal integrity, and in the case of a local workforce development area in a planning region, met the regional planning requirements as described in WIOA Section 106 (c)(1).
- 3.4 CSOW must submit a request for subsequent designation to CareerSource Florida and the Florida Department of Commerce (FloridaCommerce) every two years. The application to request a subsequent designation is due by April 15 of the renewal year.

**ARTICLE IV**  
**COMPOSITION AND APPOINTMENT OF BOARD OF DIRECTORS**

- 4.1 Pursuant to State law and WIOA Section 107 (b) (2) (A) (i-iii); (B) (i-iv); (C) (i-iii); (D) (i-v); and (E), such criteria shall require at a minimum that a majority of the members of the CSOW Board shall be representatives of business in the local area; and not less than 20 percent of the members shall be representatives of the workforce within the local area. CSOW Board shall include representatives of entities administering education and training activities in the local area; and include representatives of governmental, economic, and community development entities serving the local area.
- 4.2 *Members of the Board that represent organizations, agencies, or other entities shall be individuals with optimum policymaking authority with the organizations, agencies or entities. The composition of the membership must generally reflect the racial, gender, and ethnic diversity of the community. The term appointments will be staggered to ensure only a portion of membership expires in a given year. Members shall serve until their successors are appointed.*
- 4.3 Any vacancy in the membership of the CSOW Board shall be handled in the same procedural manner as the original appointment. Any member appointed to fill the remaining time of the unexpired term of an outgoing member shall be appointed to only the remaining time of the unexpired term. Any member of the CSOW Board may be removed for cause in accordance with procedures established by the CSOW Board Bylaws. In the event a member is removed for cause, CSOW Board will notify the Board of County Commissioners which appointed the member.



- 4.4 All members appointed to the Board must agree to comply with Florida's Government-in-the-Sunshine Law, Conflict of Interest Disclosure, and Financial Disclosure requirements as applicable.
- 4.5 The Board is limited in activity and authority by the provisions of the Workforce Innovation and Opportunity Act and F.S., Chapter 445.007.
- 4.6 A chart with the minimum required representation for appointment to the CSOW Board of Directors is in Appendix A.

**ARTICLE V**  
**CERTIFICATION OF LOCAL WORKFORCE DEVELOPMENT BOARD**

- 5.1 Once every two years, CareerSource Okaloosa Walton must be certified for the local area based on the criteria described in WIOA Section 107(b). For a second or subsequent certification, certification must also be based on the extent to which the local area ensures workforce investment activities carried out in the local area enables the local area to meet the corresponding performance accountability measures and achieve fiscal integrity as defined in WIOA Section 106 (e) (2).
- 5.2 The step to the certification requires the CareerSource Florida Board of Directors to recertify CSOW every two years. FloridaCommerce, in consultation with the CareerSource Florida Board of Directors, will issue instructions to CSOW for certification. CSOW will submit the certification documents to FloridaCommerce. Upon satisfactory review of the CSOW certification documents, FloridaCommerce will provide a recommendation on certification to the CareerSource Florida Board of Directors.
- 5.3 A local area that has failed to meet local performance indicators for three consecutive program years and has received the Governor's notice of intent to impose a reorganization plan may appeal to the Governor to rescind or revise such plan no later than 30 days after receiving written notice of the reorganization plan. The Governor must make a final decision within 30 days after receipt of the appeal.
- 5.4 The local area may appeal against the final decision of the Governor to USDOL under 20 CFR 677.225 no later than 30 days after receiving the Governor's final decision. *Any appeal of the Governor's final decision must be appealed jointly by the LWDB and the Chief Elected Official. USDOL will make its final decision within 30 days after receipt of the appeal.* The decision by the Governor on the appeal becomes effective at the time it is issued and remains effective unless USDOL rescinds or revises the reorganization plan.

**ARTICLE VI**  
**BYLAWS**

- 6.1 Bylaws are the provisions by which CareerSource Okaloosa Walton is governed and its operations are managed. They provide consistency and clarification on the roles and responsibilities of the various representatives governing the local workforce development system. In coordination with the CLEO, CSOW must ensure that its bylaws are up-to-date and in alignment with the requirements of WIOA and state policy.

## ARTICLE VII

**DESIGNATION AND RESPONSIBILITIES OF THE FISCAL AGENT**

- 7.1 Pursuant to WIOA Section 107 (d) (12) (B) (i) (I) and (II), the Chief Local Elected Official shall serve as the local grant recipient and may designate an entity to serve as a local grant sub-recipient for such funds or as a local fiscal agent. The Chief Local Elected Official hereby designates CAREERSOURCE OKALOOSA WALTON to serve as the Fiscal Agent, and the Grant Recipient for all WIOA funds, as well as those funds allocated to the Local Workforce Development Area for other workforce related programs by both the Federal and State governments, including discretionary funds. ***However, the Chief Local Elected Official is not relieved of the liability for any misuse of grant funds.*** CSOW shall disburse such grant funds immediately for workforce investment activities at the direction of the CSOW Board of Directors pursuant to the requirements of WIOA and other related programs in the appropriate manner authorized by State and Federal laws. CSOW may solicit and accept grants and donations from sources other than Federal funds made available under WIOA, and other related legislation.
- 7.2 **Liability** - Under WIOA, the CLEO is liable for misspent funds, disallowed costs, funds spent fraudulently, and potential sanctions for nonperformance.
- 7.3 **Disallowed Cost Liability** - CSOW shall immediately notify the CLEO of any notices, claims, actions, or other communications asserting any claim or demand for disallowed costs from any federal, state or other agency or authority. CSOW agrees to the CLEO's participation in any proceeding, negotiation, or litigation to the extent the CLEO deems necessary to protect its interests. In the event CSOW is found responsible for any disallowed costs, through whatever means, CSOW and the CLEO will mutually work to resolve all such disallowed costs. In the event repayment of funds is demanded by the funding source, CSOW will have first responsibility for repayment, through its insurance, bonds, grant or discretionary funds as allowed by law. If CSOW's insurance, bonds, grant or discretionary funds are insufficient for the demanded repayment, then any repayment obligation shall be determined as provided by the law.
- 7.4 **Source of CSOW Funds** - No funds are being requested from the treasuries of any of the parties to this Agreement for the workforce development initiatives; it being the intent thereof that all funding of the workforce development initiatives and CSOW shall be accomplished entirely by grants and funds available pursuant to workforce development initiative programs.
- 7.5 **Fiscal Agent** – The fiscal agent is designated to perform accounting and funds management on behalf of the CLEO. The duties of the fiscal agent include but are not limited to:
- 7.5.1 Receiving funds.
  - 7.5.2 Ensuring sustained fiscal integrity and accountability for expenditures of funds in accordance with the Office of Management and Budget's (OMB) *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (commonly called "Uniform Guidance") and applicable circulars, WIOA, corresponding federal regulations, state law, and state policies.
  - 7.5.3 Responding to audit financial findings.
  - 7.5.4 Maintaining proper accounting records and documentation.
  - 7.5.5 Preparing financial reports; and
  - 7.5.6 Providing technical assistance to subrecipients regarding fiscal issues.

**ARTICLE VIII**  
**ONE-STOP OPERATING BUDGET**

- 8.1 The CSOW Board shall develop a budget for the purpose of carrying out the duties of the Board under WIOA, subject to the approval of the Chief Elected Official.
- 8.2 The One-Stop operating budget of the career center or American Job Center is the financial plan to which the One-Stop partners, CLEO, and CSOW agree in the MOU to achieve their goals of delivering services in Okaloosa and Walton Counties. The operating budget, when developed, will describe how the costs of services are provided; and how the operating costs of the One-Stop system will be funded, including the infrastructure costs for the One-Stop system (*WIOA Section 121(c)(2)(A) and 20 CFR 678.500(b), 34 CFR 361.500(b), and 34 CFR 463.500(b)*).
- 8.3 The One-Stop operating budget consists of costs that are specifically identified in the statute. For example, **infrastructure costs**, as defined in WIOA Section 121(h)(4); and **additional costs**, which must include applicable career services and may include **shared operating costs** and shared services that are related to the operation of the One-Stop delivery system, but do not constitute **infrastructure costs**.
- 8.4 One-Stop **infrastructure costs** include the annual lease, liability and property insurance, telephone, software and internet network expense, utilities, facility maintenance, equipment leasing and maintenance, and office supplies.
- 8.5 **Additional costs** are described in WIOA Section 121(i) and include the IT contract and consulting expense, participant tracking technology contract expense, and a portion of the CSOW IT staff technician's salary and benefits.
- 8.6 **Full One-Stop Center** usage costs include all **infrastructure costs** and **additional cost** line items. For all other partners who are not located in the One-Stop, but who through technology access CSOW information and services, the methodology for determining each partner's fair share of **infrastructure** and **additional costs** of the One-Stop center includes only those line items relevant for access.
- 8.7 CSOW must ensure the One-Stop operating budget is annually reconciled against actual costs incurred and adjusted accordingly. This reconciliation process will ensure the budget reflects a cost allocation methodology that demonstrates how infrastructure costs are charged to each partner in **proportion** to the partner's use of the One-Stop center and the **relative benefit** received.

**ARTICLE IX**  
**INFRASTRUCTURE FUNDING AGREEMENT (IFA)**

- 9.1 The IFA is an integral part of the CSOW overall One-Stop operating budget. The IFA contains all the **infrastructure costs**. The other component of the CSOW One-Stop operating budget consists of **additional costs**, which include applicable career services and may include shared operating costs and shared services. While each of these components covers different cost categories, the CSOW One-Stop operating budget would be incomplete if any of these cost categories were omitted. All the components are necessary to maintain a fully functioning and successful local One-Stop delivery system.
- 9.2 The overall One-Stop operating budget must be included in the MOU. IFAs are also a mandatory component of the local MOU, as described in WIOA Section 121(c); 20 CFR 678.500 and 678.755, 34 CFR 361.500 and 361.755; and 34 CFR 463.500 and 463.755. *CSOW must work with each One-Stop partner, and CLEO to negotiate the IFA costs along with additional costs, when developing the One-Stop operating budget for the local One-Stop delivery system.*

**ARTICLE X****MEMORANDUM OF UNDERSTANDING (MOU)**

- 10.1 The MOU is the product of local discussion and negotiation, and is an agreement developed and executed between the LWDB and the One-Stop partners, with the agreement of the chief elected official and the One-Stop partners, relating to the operation of the One-Stop delivery system in the local area. *Two or more local areas in a region may develop a single joint MOU, if they are in a region that has submitted a regional plan under WIOA Section 106.*
- 10.2 When fully executed, the MOU must contain the signatures of the LWDB, One-Stop partners, the chief elected official(s), and the time period in which the agreement is effective. The MOU must be updated not less than every 3 years to reflect any changes in the signatory official of the Board, One-Stop partners, and chief elected officials, or One-Stop infrastructure funding.

**ARTICLE XI****NEGOTIATION OF LOCAL PERFORMANCE STANDARDS**

- 11.1 Pursuant to WIOA Section 116 (c) (2) and 20 CFR 679.370 (j), the CSOW Board will negotiate local performance measures with the Chief Elected Official and Governor.
- 11.2 The Chief Elected Official designates the CSOW Board or staff to the Board, to negotiate and reach an agreement on the CSOW local performance measures with the State. This includes the WIOA Primary Indicators of Performance, the Reimaging Education and Career Help Act (REACH Act), and any other performance standards the State may assign.
- 11.3 The use of any performance-related incentives received by CSOW will be approved by the CSOW Board of Directors.
- 11.4 Sanctions related to nonperformance will be handled in the same manner as **Disallowed Cost Liability in Section VIII of this Agreement**.

**ARTICLE XII****DEVELOPMENT OF THE LOCAL WORKFORCE PLAN AND REGIONAL PLAN**

- 12.1 Pursuant to WIOA Section 106 (c) (2) and 20 CFR 679.370 (a), the CSOW Board will prepare the local WIOA Plan consistent with WIOA Section 108 (a) and (b). Before submitting the Plan to the Governor, the CSOW Board shall make copies of the proposed Plan available to the public. The CSOW Board will allow members of the CSOW Board and members of the public, including representatives of business and representatives of labor organizations, to submit comments on the proposed Plan to the CSOW Board not later than the end of the 30 days beginning on the date on which the proposed Plan is made available. The CSOW Board will also include any comments representing disagreement with the Plan in the local Plan submitted to the Governor.
- 12.2 *Following development of the local Workforce Services Plan, and prior to submitting it to the Governor, the CSOW Board will obtain the signatory of the CLEO.*

**ARTICLE XIII**  
**FUNCTIONS OF THE LOCAL WORKFORCE DEVELOPMENT BOARD**

- 13.1 The functions of the CSOW Board of Directors shall include:
- 13.1.1 Develop and submit a 4-year local plan for the local area, in partnership with the *chief elected official* and consistent with WIOA Section 108.
  - 13.1.2 If the local area is part of a planning region that includes other local areas, develop and submit a regional plan in collaboration with other local areas. If the local area is part of a planning region, the local plan must be submitted as a part of the regional plan.
  - 13.1.3 Conduct workforce research and regional labor market analysis.
  - 13.1.4 Convene local workforce development system stakeholders to assist in the development of the local plan under 20 CFR 679.550 and in identifying non-Federal expertise and resources to leverage support for workforce development activities. Such stakeholders may assist CSOW and standing committees in carrying out convening, brokering, and leveraging functions at the direction of the CSOW.
- 13.2 In partnership with the *chief elected official* for the local area:
- 13.2.1 Conduct oversight of and develop policies for the youth workforce investment activities authorized under WIOA Section 129(c); adult and dislocated worker employment and training activities under WIOA secs. 134(c) and (d); and the entire One-Stop delivery system in the local area.
  - 13.2.2 Ensure the appropriate use and management of the funds provided under WIOA Subtitle B for the youth, adult, and dislocated worker activities and One-Stop delivery system in the local area; and
  - 13.2.3 Ensure the appropriate use, and investment of funds to maximize performance outcomes under WIOA Section 116.
- 13.3 The complete list of the CSOW Board's responsibilities is in Appendix B to this Agreement.

**ARTICLE XIV**  
**STANDING COMMITTEES**

- 14.1 Under State law and WIOA Section 107 (b) (4) (A), the CSOW Board may designate and direct the activities of standing committees to provide information and to assist the Board in carrying out activities under this section. A member of the CSOW Board shall chair such standing committees, which may include other members of the Board and other individuals appointed by the Board who are not members of the CSOW Board and who the Board determines have appropriate experience and expertise. The CSOW Board may designate each of the following standing committees:
- 14.1.1 A standing committee to provide information and assist with operational and other issues relating to the One-Stop delivery system, which may include as members representatives of the One-Stop partners.

- 14.1.2 A standing committee to provide information and to assist with planning, operational, and other issues relating to the provision of services to youth, which shall include community-based organizations with a demonstrated record of success in serving eligible youth.
- 14.1.3 A standing committee to provide information and to assist with operational and other issues relating to the provision of services to individuals with disabilities, including issues relating to compliance with WIOA Section 188, if applicable, and applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) regarding providing programmatic and physical access to the services, programs, and activities of the One-Stop delivery system, as well as appropriate training for staff on providing supports for or accommodations to, and finding employment opportunities for, individuals with disabilities.

**ARTICLE XV**  
**NON-DISCRIMINATION**

- 15.1 During the performance of this Agreement, the County and the CSOW Board assure, both individually and jointly, that they will not engage in any form or manner of discrimination based on race, color, sex, national origin, handicap, marital status, religion or age in the performance of their individual or joint functions under this Agreement. The County and the CSOW Board 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.
- 15.2 Furthermore, the Counties and the CSOW Board individually and jointly understand that this Agreement is conditioned upon the variety of these assurances and that the County and the CSOW Board members bind themselves to such assurances by executing this Agreement.

**ARTICLE XVI**  
**SEVERABILITY**

- 16.1 Suppose 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. In that case, 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. Every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

**ARTICLE XVII**  
**BOARD ATTESTATION**

- 17.1 The CSOW Board represents and warrants that its members have not offered or given any gratuity to any official employee or agent of the Counties 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.

**ARTICLE XVIII**  
**DURATION OF AGREEMENT**

- 18.1 This Agreement shall replace an existing agreement in effect from the date of the Agreement approved by both parties through June 30, 2024, and remain in effect for the geographical areas identified herein from the date of approval through June 30, 2028 unless it is replaced by a new Interlocal Agreement.

**ARTICLE XIX**  
**RENEWALS, AMENDMENTS, AND MODIFICATIONS**

- 19.1 Neither this Interlocal Agreement nor any provision hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by each of the parties.
- 19.2 Amendment or modification of this Agreement requires the Parties to review and agree to the elements of the Agreement that require changes and renew by signing a new Interlocal Agreement.

**ARTICLE XX**  
**DISPUTE RESOLUTION**

- 20.1 If an issue arises involving this Agreement, all parties will make every effort to reach a resolution in a timely and efficient manner. Either partner may request a face-to-face meeting of the local Parties to identify and discuss the issue. If resolved and no further action is deemed necessary, the issue and the resolution will be documented in writing.
- 20.2 If not resolved, the issue and the efforts to resolve will be documented and forwarded to the Executive Director of CSOW and the designated representatives of The Parties. A joint decision shall be issued within 60 calendar days of receipt.
- 20.3 If dissatisfied with the decision, the dispute may be filed with FloridaCommerce and the designated representatives of The Parties at the State level to review concerns and determine a resolution. FloridaCommerce and the designated representatives of The Parties may remand the issue back to the CSOW Executive Director and The Parties or impose other remedies to resolve the issue.

**ARTICLE XXI**  
**EFFECTIVE DATE**

- 21.1 This Interlocal Agreement shall be effective on the date the Agreement is approved by both Parties; whichever event occurs last.

**ARTICLE XXII  
SIGNATURES**

IN WITNESS WHEREOF, The Parties have caused this Interlocal Agreement to be duly executed as of the date set forth below.

**APPROVED BY:**

**CareerSource Okaloosa/Walton**

By: Michele Burns

**APPROVED BY:**

**CareerSource Okaloosa/Walton**

By: Scott Seay

Name: Michele Burns

Name: Scott Seay

Title: Executive Director

Title: Board Chairperson

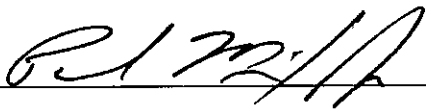
Date: 03/18/2024

Date: 03/18/2024

**APPROVED BY:**

**Chief Elected Official for Okaloosa County**

By:



Name:

Paul Mixon

Title:

Okaloosa County Commissioner - Chairman

Date:

4/16/2024

