

**WORKFORCE INNOVATION AND OPPORTUNITY ACT  
INTERLOCAL AGREEMENT BETWEEN  
THE BOARDS OF COUNTY COMMISSIONERS OF  
MANATEE AND SARASOTA COUNTIES**

THIS AGREEMENT is made and entered into pursuant to the authority of Section 163.01, Florida Statutes (F.S.), by and between Manatee County, a political subdivision of the State of Florida, and Sarasota County, a political subdivision of the State of Florida, , which shall take effect on the date executed by both parties.

WHEREAS, the Workforce Innovation and Opportunity Act (WIOA), Pub. L. No. 113-128, 128 Stat. 1425 (2014) and the Florida Workforce Innovation Act of 2000, Chapter 445, F.S., as amended, hereinafter collectively referred to as the “Acts”, direct Florida's workforce development strategy; and

WHEREAS, Manatee County and Sarasota County (hereinafter the "Counties") support an integrated public workforce service-delivery system designed to help jobseekers access employment, education, training and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy; and

WHEREAS, the Governor of the State of Florida has designated the Counties as local workforce development area 18 (LWDA 18), and the Boards of County Commissioners of Manatee County and Sarasota County desire that the Counties continue to be designated a local workforce development area; and

WHEREAS, Suncoast Workforce Board, Inc., doing business as CareerSource Suncoast (CSS), has been established as the Local Workforce Development Board (LWDB) to perform specific policy, oversight, and administrative functions for the LWDA 18 in accordance with Section 445.007, F.S.; and

WHEREAS, it is the responsibility of each County in the LWDA 18 to appoint members to the LWDB in accordance with the Acts; and

WHEREAS, Section 107(c)(1)(B) of the WIOA provides that if a local workforce development area includes more than one unit of general local government, the elected officials of such local governments may execute an agreement that specifies their respective roles; and

WHEREAS, the Boards of County Commissioners of Manatee County and Sarasota County executed an Interlocal Agreement, effective July 8, 2003 (hereinafter referred to as the “2003 Interlocal Agreement”), to establish joint policies between the Counties to comply with federal and state laws governing workforce development; and

WHEREAS, changes to federal and state laws governing workforce development necessitate revising and updating the 2003 Interlocal Agreement.

NOW, THEREFORE, in consideration of the conditions herein set forth, the parties agree as follows:

1. Purpose

The purpose of this Interlocal Agreement is to establish joint policies between the Counties required for compliance with the Acts. This Interlocal Agreement is intended only in furtherance of the fulfillment of the Counties' obligations pursuant to the authorities recited herein and remains subject to the rights of the Counties to amend this Interlocal Agreement as may be permitted by law and agreed to by the Counties.

2. Joint Responsibilities

- A. There is hereby created a Commissioners Coordinating Council (CCC) composed of one member of each of the Boards of County Commissioners of Manatee County and Sarasota County. Annually, each Board of County Commissioners will appoint a member of its Board to serve on the Commissioners Coordinating Council of the LWDB 18.
- B. The Counties hereby delegate the duties of the "Chief Elected Official", as such position is defined in Section 3(9) of the WIOA, to the CCC, except as otherwise specifically provided herein.
- C. Where the consent, approval, concurrence or other action of the "Chief Elected Official" of the Counties is required, a motion approved on the record by the CCC, shall be sufficient to provide such consent, approval, concurrence or other action required. Such matters include, but are not limited to, the selection and appointment of the LWDB members, the LWDB local plan and amendments thereto, and the LWDB annual budget. Each County Commissioner appointed to the CCC shall report periodically to their respective County Commission regarding such matters.
- D. All decisions of the CCC shall require the approval of both members of the CCC. In the event the members of the CCC cannot reach agreement, the Boards of County Commissioners of the Counties shall either hold a joint meeting or appoint an ad hoc committee to resolve the impasse.
- E. All meetings of the CCC shall be subject to the Florida Government in the Sunshine Act, Section 286.011, F.S. LWDB staff shall provide each member of the CCC with adequate advance notice of all meetings and matters before the CCC.
- F. To facilitate the dissemination of information, the LWDB staff shall provide each member of the CCC with a reading file containing the current LWDB

meeting packet with all enclosures, together with a copy of the adopted minutes of each meeting of the LWDB. LWDB staff shall provide a copy of the current LWDB budget and a copy of the LWDB annual independent financial audit to each member of the CCC.

G. Each Board of County Commissioners may, at its election, conduct periodic, interim audits or select third parties to conduct periodic interim audits, of the LWDB's records and files to verify the performance by the LWDB of its duties required pursuant to any Federal or State Law, regulation, rule, order or Agreement. The extent and scope of any audits conducted under this paragraph shall be within the sole discretion of the requesting Board of County Commissioners. The LWDB shall be provided the opportunity to respond to the preliminary results of any such audit, prior to its final issuance.

3. Local Workforce Development Board Formation

A. The designation of Suncoast Workforce Board, Inc., doing business as CareerSource Suncoast (CSS) as the Local Workforce Development Board (LWDB) for the LWDA 18 is hereby ratified and acknowledged.

4. Board Composition

A. The composition of the LWDB shall be consistent with the provisions of federal and state requirements as dictated by the Acts and CSF administrative policies.

B. In the event that representatives cannot be obtained to fill all the positions set forth in the minimum guidelines, it is the intent of the parties that the LWDB shall continue to function while good faith efforts are made to fill such vacant positions.

5. Nomination Procedures/Appointment Process

A. Nominations and/or applications for the LWDB shall be solicited in compliance with the requirements of the Acts.

B. Upon approval by the Commissioners Coordinating Council, appointments shall be effective as provided herein.

6. Terms of Office

A. All appointments to the LWDB shall be for four (4) years and shall commence on October 1st of the year in which the appointment is made, and terminate on September 30th of the year such appointment ends.

- B. Vacancies in the LWDB membership created by death, resignation or disqualification shall be filled by an appointment made in the same manner as the original appointment, and the appointee shall serve the remainder of the unexpired term.

7. Board Activities

- A. The LWDB and the activities that are authorized hereby shall comply with the Acts, and any subsequent agreements that may be entered into with the parties hereto.
- B. The LWDB shall follow the adopted Bylaws governing its operation and for the discipline and removal of members, including removal for failure to attend meetings.

8. Notices and Representations

- A. All notices under this Interlocal Agreement shall be provided in writing to the Counties' representative. Each representative, and the mailing address, is identified as follows:

Manatee County: Director of the Neighborhood Services Department, Post Office Box 1000, Bradenton, Florida 34206

Sarasota County: General Manager of Human Resources, 1660 Ringling Boulevard, 151 Floor, Sarasota, Florida 34236

- B. Either party, by and through its County Administrator, may designate a different representative by providing written notice to the CCC.

9. Amendments, Term and Termination

- A. The Counties each reserve the right to terminate this Interlocal Agreement at any time by providing written notice to the other party. Prior to providing such notice of termination, the parties covenant and agree to each give due consideration to the consequence arising as the result of such termination, including the effect upon both Counties, the potential loss of programs and program funding, and the possibility of agreed to amendments, or delegation of authority to the other party. All terminations shall provide 90 days written notice to the other parties.
- B. This Interlocal Agreement may be amended or modified in writing, signed by duly authorized representatives, and filed with participating Counties.

- C. This Interlocal Agreement contains the entire agreement of the parties with respect to the matters addressed herein. Previous agreements and understandings of the parties with respect to such matters are null and void and of no effect. As required by subsection 163.01(11), F.S., this Interlocal Agreement and all amendments thereto shall be filed with the Clerk of the Circuit Court for each County.
  
- D. Upon its complete execution, this Interlocal Agreement shall terminate and replace the 2003 Interlocal Agreement between the parties and shall continue in effect until terminated by agreement of the parties.
  
- E. This Interlocal Agreement shall terminate immediately should this Interlocal Agreement become illegal due to changes in state or federal law.

**APPROVED**, with a quorum present and voting this the \_\_\_\_ day of \_\_\_\_\_, 2017.

**MANATEE COUNTY**, a political subdivision of the State of Florida

By: Its Board of County Commissioners

ATTEST:  
ANGELINA COLONNESO, CLERK OF  
CIRCUIT COURT AND COMPTROLLER

By: \_\_\_\_\_  
 Deputy Clerk

By: \_\_\_\_\_  
 Chairman

**APPROVED**, with a quorum present and voting this the \_\_\_\_ day of \_\_\_\_\_, 2017.

**SARASOTA COUNTY**, a political subdivision of the State of Florida

By: Its Board of County Commissioners

ATTEST:  
 \_\_\_\_\_  
 \_\_\_\_\_

By: \_\_\_\_\_  
 Clerk of the Circuit Court

By: \_\_\_\_\_  
 Chairman