

AGREEMENT
between
PINELLAS COUNTY, FLORIDA
and
WORKNET PINELLAS, INC. DBA CareerSource Pinellas

This Agreement is made and entered into on the 6th day of February 2019 ("Effective Date"), by and between Pinellas County, a political subdivision of the State of Florida (County), by and through its Board of County Commissioners and WorkNet Pinellas, Inc., a Florida nonprofit corporation, in its capacity as the workforce board created and existing under Chapter 445, Florida Statutes, (CSPIN).

WITNESSETH:

WHEREAS, the Workforce Innovation and Opportunity Act of 2014, Public Law 113128 (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; and

WHEREAS, Chapter 445, Florida Statutes, the "Workforce Innovation Act of 2000" (Workforce Innovation Act) 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, Pinellas County, Florida has been designated by the Governor of the State of Florida as a Local Workforce Development Area and the Pinellas County Board of County Commissioners is designated as the Chief Elected Official (CEO) by the WIOA; and

WHEREAS, the WIOA and Workforce Innovation Act require the chief local elected officials of each designated Local Workforce Development Area to establish a workforce development board and to appoint its members; and

WHEREAS, CSPIN has requested and received certification as the Local Area Workforce Development Board by CareerSource Florida, Inc., the State of Florida Workforce Development Board; and

WHEREAS, the County and CSPIN entered into an Interlocal Agreement dated June 18, 2004, defining their respective duties and responsibilities , which agreement was subsequently amended (Existing Agreement); and

WHEREAS, the County and CSPIN desire to revise the terms of the Existing Agreement to define the scope of their relationship and their respective duties and responsibilities for the administration and operation of workforce programs within this Local Workforce Development Area, as provided herein.

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

1. Purpose

The purpose of this agreement is to establish and maintain a partnership to carry out the requirements of the WIOA, the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (Public Law 104-193), Workforce Innovation Act (State Statute 445), applicable federal, state and local regulations including OMB circulars and future state and federal workforce initiatives and laws (together the "Acts").

2. Development of the Four Year Plan

Pursuant to the WIOA and in accordance with the requirements established by the Governor of the State of Florida, CSPIN shall develop the Four Year Plan and other plans, as required, and shall present said plans to the County for review and approval in a timely manner. Upon approval and execution of the plans by the County when required by the Acts, acting through the County Commission, the plans will be submitted to the proper funding authorities by CSPIN.

3. Duties and Responsibilities of CSPIN

The County hereby designates CSPIN as the local subgrant recipient and local fiscal agent for all WIOA and workforce development programs operating within this Local Workforce Development Area ("Program"). In that capacity, CSPIN shall act as its own administrative entity, and be responsible for all Program activities as required by the Acts, including and/or subject to the following:

A. CSPIN shall employ personnel to carry out the effective and efficient operation of the Program and to provide necessary technical assistance to CSPIN, acting in partnership with the County as provided herein, including establishing an Ad Hoc

Chief Executive Official/Executive Director and Legal Counsel Selection Committee to screen and rank candidates, with the membership and specific duties to be determined in the bylaws;

B. CSPIN shall organize and train such staff as necessary to conduct the functions and operations of CSPIN as provided herein;

C. CSPIN, through the actions of said personnel and as authorized, approved or directed by the CSPIN Board of Directors, shall:

1. Prepare planning documents required by applicable state and federal law and, after any required approval by the County, submit them to the appropriate funding authorities for approval;
2. Prepare and submit for approval by the County, an annual budget for the proper allocation and expenditure of all funds allocated to CSPIN, and report all budget modifications to the County on a quarterly basis or as otherwise agreed to in writing by the County and CSPIN;
3. Direct the receipt and expenditure of funds in accordance with the Acts, this Agreement, approved local plans and budget, and all applicable Federal, State or Local Laws;
4. Execute contracts, subgrants and other agreements necessary to carry out the programs authorized by the Acts, including making the designation of the One Stop Operator, selecting and designating youth service providers, identifying and designating eligible providers of adult and dislocated worker core and training services, and maintaining a list of those providers with performance and cost information;
5. Reach agreement with the Governor on local performance measures;
6. Develop and implement policy and program procedures for program management, planning, operation, evaluation and other necessary functions;
7. Evaluate program performance and determine whether there is a need to reallocate program resources and to modify the grant agreement with the State of Florida;

8. Establish and maintain such committees as determined by this Interlocal Agreement and/or any additional committees directed by the CSPIN Board of Directors;
9. Establish and maintain in force agreements with each of the required local One Stop Partner agencies;
10. As the fiscal agent, collect, account for, invest and expend Program income generated by Program activities pursuant to the Acts, State of Florida requirements, and approved CSPIN by-laws, procurement policies, finance and accounting policies and cash management policies;
11. Conduct oversight with respect to activities, programs and expenditures under WIOA and such other federal programs that assign responsibility for oversight over programs, activities and expenditures. Oversight shall include monitoring related to administrative costs, duplicated services, internal controls, career counseling, record maintenance and retention, economic development, equal access, compliance and accountability, and performance outcomes;
12. Enforce all agreements and take action against any subrecipient or vendor for abuse in the programs in order to protect the funds and the integrity of the program, subject to final approval or ratification by the Audit Committee and the CSPIN Board of Directors;
13. Coordinate workforce investment activities with economic development strategies and develop employer linkages;
14. Promote private sector involvement in the statewide and local workforce investment system through effective brokering, connecting and coaching activities through intermediaries in the local area or through other organizations to assist employers in meeting hiring needs;
15. Develop and administer a system to hear and resolve all grievances or complaints filed by participants, subcontractors or other interested parties, subject to approval by the County, as required by the Acts, Regulations or State Laws,;
16. Adopt and update corporate bylaws with input from and subject to approval by the County;

17. Comply with the Board of Directors nomination and appointment process established by the County;
18. Perform any other functions as necessary or appropriate to meet its responsibility for the operation of the Programs; and
19. Submit any and all documents requiring approval by, or agreement by, the CEO to the County in a timely manner but in no event less than 120 days prior to state or federal deadlines for submission, unless the County, through its County Administrator, has agreed in writing to a shorter review period.

D. CSPIN shall have authority to seek, compete for and secure other sources of funding consistent with and in accordance with its purpose and for such other purposes as CSPIN may deem appropriate and necessary.

E. CSPIN shall perform or cause to have performed internal audits and monitoring of all funds as required by the Acts and in accordance with the provisions of paragraph 6(c) herein; shall satisfactorily resolve any questions or problems arising from said audits and monitoring; and present audit and monitoring findings directly to the Audit Committee.

F. CSPIN shall adopt such procedures to ensure compliance with applicable conflict of interest and public meetings laws. Members of the CSPIN Board of Directors shall ensure there is no conflict of interest in the actions of the CSPIN Board or its members with respect to all activities by complying with all disclosure, conflict of interest statutes, and other regulations and guidelines, as well as complying with all public record and meeting requirements, notifications and restrictions as prescribed by law.

G. CSPIN may serve as the one stop operator and/or a direct service provider of certain components or all components of workforce services if deemed necessary by the CSPIN Board of Directors and approved by the CEO.

H. CSPIN shall promote and solicit participation by the business community in the Programs in order to maximize services to eligible residents of the area.

I. CSPIN shall collect or have collected appropriate labor market information to determine business and industry needs for specific job categories in Pinellas County,

J. CSPIN shall approve all plans as may be required under the Wagner Peyser (employment services) Act and any other Act or regulation for which CSPIN is responsible, as approved by the CEO.

K. CSPIN shall exert every reasonable and necessary effort to resolve disagreements between CSPIN and the County.

L. CSPIN shall comply with all the filing and other requirements mandated by applicable Florida not-for-profit corporation statutes, and applicable IRS and Department of Labor regulations and filings.

M. CSPIN shall accurately and timely complete and submit all assurances and certifications as required by the funding sources.

N. CSPIN shall provide all information and reports to the County required herein or as otherwise agreed to in writing by CSPIN and the County.

4. Duties and Responsibilities of the County

The Board of County Commissioners is designated as the Chief Elected Official under the WIOA, and in the capacity as the local grant recipient shall have the following duties and responsibilities:

A. Appoint and reappoint members to the CSPIN Board of Directors in a timely manner so as to maintain the minimum number of members required by CSPIN by-laws and as provided in the WIOA.

B. Consult from time to time on a continuing basis with CSPIN as either party requests.

C. Exercise approval authority, which will not be unreasonably withheld, over the budget adopted by CSPIN.

D. Provide such Program oversight to ensure the effective and efficient delivery of all services as provided for in accordance with this Agreement, CSPIN's approved plans, and as defined in the WIOA.

E. Review, make recommendations, and approve, in its reasonable discretion, all plans as may be required under the WIOA, Wagner Peyser Act and any other Act or regulation for which CSPIN is responsible.

F. Take prompt corrective action as it determines appropriate in its reasonable discretion when necessary to comply with the Acts, or to assure that performance standards are met.

G. Ensure, in accordance with the plans and any other agreements with CSPIN, that adequate administration and management is provided for all funds and programs handled by CSPIN including, but not limited to, such activities as receipts and disbursement of funds, monitoring, evaluation and contracting.

H. Exert every necessary and reasonable effort to resolve disagreements between CSPIN and the County.

I. Appoint a County Commissioner to serve as a member and Vice-Chair of the CSPIN Board of Directors.

5. Board of County Commissioners Strategic Goals

The Pinellas County Board of County Commissioners has adopted within the Strategic Plan, economic objectives for the betterment of County residents. CSPIN supports the County's achievement of these goals as published by the County.

6. Financial Responsibility for the Program

As provided in the WIOA, the Board of County Commissioners of the County, as the Chief Elected Official, is not relieved of the liability for the misuse of grant funds by the designation of CSPIN as subgrantee and fiscal agent as provided herein, as authorized by the WIOA, and CSPIN agrees to the following, in order to provide assurances to and protection for the Chief Elected Official as to sound fiscal management of the Program in compliance with the Acts:

A. Indemnification. Unless determined to be contrary to applicable law, CSPIN shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the County, its officials and employees from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from CSPIN, its agents or employees; or by, or in consequence of any act or omission, neglect or misconduct in the performance of this Agreement; or on account of any act or omission, neglect or misconduct of CSPIN, its agents or employees; or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, bylaws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the County.

B. Insurance and Bond Requirements. CSPIN shall provide and comply with the insurance and bond requirements attached hereto and incorporated by reference herein as Exhibit A.

C. Audit Committee. An Audit Committee shall be established consisting of representatives of CSPIN and Pinellas County. The Audit Committee shall be responsible for: (i) making recommendations to the Board of Directors on the selection of an independent auditor, including terms of engagement and compensation; (ii) overseeing the annual financial audit of any and all programs operated by CSPIN in compliance with the applicable OMB circulars, including approving annual audit plans; (iii) reviewing the annual financial audit and recommending responses thereto to the Board of Directors. The audit firm shall be selected by the CSPIN Board of Directors and may only be terminated prior to the natural expiration of such audit firm's contract with CSPIN by the CSPIN Board of Directors or Executive Committee. The Audit Committee shall also be responsible for (i) arranging and procuring performance audits and/or compliance audits as defined in Florida Statutes to be conducted by an independent firm or the Division of Inspector General, Pinellas County Clerk of the Circuit Court and Controller, as determined by the Audit Committee; (ii) monitoring activities, programs and expenditures under the WIOA and such other programs of CSPIN as determined by the Audit Committee; and (iii) completing such other interim or annual reviews and reports, whether conducted by an audit firm, entities expert in evaluation and/or monitoring of programs of CSPIN, or County staff, and reporting findings and making recommendations on corrective actions to the Board of Directors, as determined by the Audit Committee. The Audit Committee shall consist of the County Commissioner serving as Vice-Chair on the CSPIN Board, two members appointed by the Board of County Commissioners, CSPIN's Chair, and CSPIN's Treasurer. No staff member of either the County or CSPIN shall serve on the Audit Committee, but may serve as staff to the Committee. CSPIN's Finance Director shall serve as primary staff to the Audit Committee. CSPIN shall be solely responsible for all costs, fees or expenses incurred in conducting any audits, reviews or monitoring required by the Audit Committee.

D. Disallowed Cost Liability. CSPIN shall immediately notify the County 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. CSPIN agrees to the County's participation in any proceeding, negotiation, or litigation to the extent the County deems necessary to protect its interests. In the event CSPIN is found responsible for any disallowed costs, through whatever means, CSPIN and the County will mutually work to resolve all such disallowed costs. In the event that repayment of funds is demanded by the funding source, CSPIN will have first responsibility for repayment, through its insurance, bonds, grant or nongrant funds as allowed by the Acts. If CSPIN's insurance, bonds, grant or nongrant funds are insufficient for the demanded repayment, then any repayment obligation shall be determined as provided by the Acts.

E. Withdrawal of Local Fiscal Agent, Administrative Entity, One-Stop Operator, or Direct Service Provider Approvals. During the term hereof, in the event that the County determines in its sole discretion that it is necessary to protect the interests of workforce programs within the local region or the County, after written notice to CSPIN, the County may withdraw its approval of CSPIN to act as the local fiscal agent, administrative entity, one-stop operator, and/or direct service provider(s) for workforce programs in the local region. The written notice shall specify the date the withdrawal of approval becomes effective. The County and CSPIN shall cooperate in securing alternatives parties to perform these functions in accordance with applicable federal and state law and regulations. Withdrawal of an approval pursuant to this provision shall not constitute an Event of Default as defined in Sec. 7 of this Agreement.

F. Additional Financial Assurances. During the term hereof, in addition to any other remedies provided by law, the Acts, or in this Agreement, in the event the County reasonably determines in its sole discretion that additional financial or performance assurances are necessary to protect the interests of the County, as the Chief Elected Official, after written notice to CSPIN, the County may: (i) require CSPIN to withhold payments from its designated one stop operator(s) or service providers; (ii) require that all contracts, and payments thereon, provide for the retainage of a portion of payments due; (iii) make any appearances in any proceedings or conduct any reviews or examinations the County reasonably deems necessary; or (iv) post such security, as the County reasonably deems necessary, for the performance of any obligations as provided in the Acts or this Agreement.

7. Term and Termination

A. Term. The term of this Agreement shall commence on the Effective Date or the filing of this Agreement as provided in paragraph 12 herein, whichever occurs last, and continue through June 30, 2019, unless otherwise terminated as provided herein. Thereafter, this Agreement shall automatically renew for additional one-year terms commencing on July 1 and ending on June 30, unless either party provides written notice of its intent not to renew on or before March 1 of any extension period.

B. Termination for Convenience. Either party may terminate this Agreement, without cause, by giving one hundred fifty (150) days prior written notice of the termination hereof pursuant to this provision.

C. Termination on Default.

1. Each of the following shall constitute an Event of Default:

- (a) The failure or refusal by either party to substantially fulfill any of its obligations in accordance with this Agreement, provided however, that no such default shall constitute an Event of Default unless and until the nondefaulting party has given prior written notice specifying that a default or defaults exist which will, unless corrected, constitute a material breach of this Agreement, and the defaulting party has not cured the default(s), as determined by the nondefaulting party, within thirty (30) days from the date of such notice;
- (b) The written admission by CSPIN that it is bankrupt, or the filing by a voluntary petition as such under the Federal Bankruptcy Act, or the consent by CSPIN to the appointment by a court of a receiver or trustee or the making by CSPIN of any arrangement with or for the benefit of its creditors involving an assignment to a trustee, receiver or similar fiduciary regardless of how designated, of all or a substantial portion of CSPIN's property or business, or the dissolution or revocation of CSPIN's corporate charter.

2. Upon the occurrence of an Event of Default, the nondefaulting party shall have the right to immediately terminate this Agreement upon written notice to the party in default.

D. Fiscal Nonfunding. In the event that sufficient budgeted funds are not available for a new fiscal period, the County shall notify CSPIN of such occurrence and the Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the County.

8. Notice

Except as otherwise provided in this Agreement, any notice required or permitted to be given hereunder shall be delivered personally or sent by mail with postage prepaid to the following addresses or to such other places as may be designated by the parties hereto from time to time.

For CSPIN:
Chief Executive Official/
Executive Director

For the County:
County Administrator

13805 58th Street N., Suite 2-140
Clearwater, FL 33762

315 Court Street, 6th Floor
Clearwater, FL 33756

9. Merger

It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes any and all oral agreements and/or negotiations between the parties relating to the subject matter thereof. All items referred to in this Agreement are incorporated or attached and deemed to be a part of this Agreement.

10. Modification

This Agreement may be modified by the mutual written consent of the parties thereto, in any lawful manner and consistent with the Acts, Regulations or any rule promulgated thereto.

11. Resolution of Disagreements

A. To facilitate the timely and effective resolution of any controversy or dispute that may arise under this Agreement, the Chairman of CSPIN and the County Administrator shall undertake negotiations to resolve the matter. To the extent the controversy or dispute cannot, after good faith effort, be resolved either party may refer the matter to non-binding mediation to be held within Pinellas County, Florida. The dispute will be mediated by a mediator chosen jointly by CSPIN and County within thirty (30) days after written notice demanding non-binding mediation by either party. Neither party may unreasonably withhold consent to the selection of a mediator, and CSPIN and County will share the cost of the mediation equally. The parties may also, by mutual agreement, replace mediation with some other form of non-binding alternate dispute resolution ("ADR") procedure.

B. In the event that any claim, dispute or demand cannot be resolved between the parties through negotiation or mediation as provided herein within 60 days after the date of the initial demand for non-binding mediation, then either party may pursue any remedies as provided by law or this Agreement.

12. Independence of Terms

In the event any terms or provisions of this Agreement or the application to any of the parties hereto, person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision to the parties hereto, persons or circumstances other than those as to which it held invalid or unenforceable, shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by the Acts.

13. Filing of Agreement

This Agreement shall be filed with the Pinellas County Clerk of the Circuit Court and Comptroller as required by Sec. 163.01(11) Florida Statutes.

14. Termination of Original Interlocal

This Agreement from the date of final execution supersedes all prior agreements between the parties and said prior agreements, including the Existing Agreement between the parties are hereby terminated, except that such termination shall not be interpreted to excuse any liabilities which may accrue to CSPIN or its insurers for responsibilities to the CEO which arose during the term of the Existing Agreement.

WORKNET PINELLAS, INC.
DBA CareerSource Pinellas

PINELLAS COUNTY, a political
subdivision of the State of Florida, by
and through its Board of County
Commissioners

By: 
Chair - Elect

By: _____
Chair

ATTEST:
KEN BURKE

By: _____
Deputy Clerk

APPROVED AS TO FORM
/s/Donald S. Crowell
Office of the County Attorney
Prolaw Number 208319