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Re: Proposed Amended and Restated Interlocal Agreement for the Southwest Florida Workforce Development Consortium

Ladies and Gentlemen:

My law firm serves as legal counsel to Southwest Florida Workforce Development Board, Inc. (d/b/a CareerSource Southwest Florida) ("**SWFDB**"), the local workforce development board serving Region 24 in the State of Florida. Region 24 was established by the Governor and serves the five county area that includes Charlotte, Collier, Glades, Hendry and Lee Counties. You might know or remember that Charlotte, Collier, Glades, Hendry and Lee Counties are currently parties to that certain Third Amended and Restated Interlocal Agreement for the Southwest Florida Job Training Consortium ("**Third Amended and Restated Interlocal Agreement**") arising out of the Workforce Innovation and Opportunity Act of 2014 (Public Law 113-128) ("**WIOA**"). A copy of the Third Amended and Restated Interlocal Agreement is attached for your information. We collectively completed the Third Amended and Restated Interlocal Agreement back in 2018 and it continued the Southwest Florida Job Training Consortium for Region 24 (the "**Consortium**"). The Consortium is comprised of the chief local elected official (i.e. Chair) from each

of the participating County Commissions. The Third Amended and Restated Interlocal Agreement spelled out the various roles and responsibilities of SFWDB and the Consortium.

The Consortium and SFWDB have been operating under various iterations of the interlocal agreement for many years. In the 2018, there were substantial changes to the interlocal agreement resulting from WIOA. As a result of additional, subsequent changes in the law and new requirements established by the Florida Department of Economic Opportunity (“**DEO**”) and CareerSource Florida (“**CSFL**”), it is necessary for us to update the interlocal agreement to ensure consistency of our operations with applicable law. The new regulations have generally required certain provisions to be added to the interlocal agreement and some additional specificity on various procedures.

Enclosed for your information and review is a copy of a proposed Amended and Restated Interlocal Agreement for the Southwest Florida Workforce Development Consortium (“**2022 Amended and Restated Interlocal Agreement**”), which has been drafted by SWFDB and is being simultaneously circulated to the five (5) participating Counties. The 2022 Amended and Restated Interlocal Agreement has been drafted to incorporate both changes in applicable law and the requirements of DEO and CSFL. We ask that each of you kindly review the proposed 2022 Amended and Restated Interlocal Agreement on behalf of your respective County and contact either Peg Elmore, Executive Director of SWFDB, or me if you have any comments or questions. Once we have addressed all questions and comments, we are hopeful that each County Attorney can pursue approval of the 2022 Amended and Restated Interlocal Agreement by its Board of County Commissioners. As noted, we will require the approval of an updated interlocal agreement to remain in compliance with the requirements of the State of Florida. We plan to have SFWDB’s Board of Directors initially approve the 2022 Amended and Restated Interlocal Agreement at its July 13, 2022 meeting, subject to any comments received.

If you have any questions or would like to schedule a meeting to discuss the proposed 2022 Amended and Restated Interlocal Agreement, please do not hesitate to contact me. We appreciate your assistance in this matter.

Sincerely,



Gregory L. Urbancic
For the Firm

Enclosures

cc: Peg Elmore, Executive Director,
Southwest Florida Workforce Development Board, Inc. (via email only)

**AMENDED AND RESTATED
INTERLOCAL AGREEMENT
FOR THE
SOUTHWEST FLORIDA WORKFORCE
DEVELOPMENT CONSORTIUM**

THIS AMENDED AND RESTATED INTERLOCAL AGREEMENT (this “**Agreement**”) is made and entered into as of the Effective Date (defined below), by and between **CHARLOTTE COUNTY**, a charter county and political subdivision of the State of Florida (“**Charlotte**”); **COLLIER COUNTY**, a political subdivision of the State of Florida (“**Collier**”); **GLADES COUNTY**, a political subdivision of the State of Florida (“**Glades**”); **HENDRY COUNTY**, a political subdivision of the State of Florida (“**Hendry**”); **LEE COUNTY**, a charter county and a political subdivision of the State of Florida (“**Lee**”); and **SOUTHWEST FLORIDA WORKFORCE DEVELOPMENT BOARD, INC.**, a Florida not-for-profit corporation d/b/a CareerSource Southwest Florida (“**SFWDB**”). Charlotte, Collier, Glades, Hendry and Lee are sometimes referred to herein as the “**Counties**”. The Counties together with SFWDB are sometimes referred to individually herein as a “**Party**” or collectively as the “**Parties**”.

WHEREAS, SFWDB is a local workforce development board created under Section 445.004, Florida Statutes and is subject to Chapters 119 and 286, Florida Statutes, as well as Section 24, Article I of the State Constitution; and

WHEREAS, Charlotte, Collier, Glades, Hendry and Lee collectively comprise a local workforce development area (“**LWDA**”) under the Workforce Innovation and Opportunity Act of 2014, 29 U.S.C. §3101 - §3361, United States Public Law 113–128 (“**WIOA**”), and Chapter 445, Florida Statutes, known as the “Workforce Innovation Act of 2000” (“**Workforce Innovation Act**”), and which implements WIOA (collectively referred to herein as the “**Authority**”); and

WHEREAS, the Authority establishes a program to prepare youth and unskilled adults for entry into the labor force and to afford job training to those economically disadvantaged individuals and other individuals facing serious barriers to employment, who are in special need of such training to obtain productive employment; and

WHEREAS, the Authority creates a partnership among state and local governments, and the private sector, with primary emphasis upon the coordination of workforce development programs operating within the LWDA and that are administered by SFWDB (the “**Programs**”); and

WHEREAS, WIOA requires the designation of local workforce development area to promote the effective delivery of workforce development programs; and

WHEREAS, WIOA requires that where a local workforce development area is comprised of more than one unit of local government, those various governmental units must enter into an agreement that specifies the respective roles of the individual chief elected officials of each general-purpose unit of government; and

WHEREAS, the Counties have been designated by the Governor as the LWDA for the Southwest Florida Region, Region 24 pursuant to 29 U.S.C. §3121; and

WHEREAS, Section 163.01, Florida Statutes, provides for local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage to provide services and facilities pursuant to forms of governmental organization that will accord

best with geographic, economic, population, and other factors influencing the needs and development of local communities through an Interlocal agreement; and

WHEREAS, the Parties previously entered into that certain Third Amended and Restated Interlocal Agreement dated as of June 30, 2018 (“**Prior Agreement**”); and

WHEREAS, the Parties desire to amend and replace the Prior Agreement with this Agreement.

NOW THEREFORE, in consideration of the mutual promises and the conditions herein set forth, and pursuant to Section 163.01, Florida Statutes, the Parties agree as follows:

1. **Recitals/Definitions.** The foregoing recitals and true and correct and incorporated herein by reference. Except as otherwise expressly provided herein, any capitalized term not otherwise defined herein shall have the definitions set forth in 29 U.S.C. §3102, which are hereby adopted and incorporated by reference herein.

2. **Purpose.** The purpose of this Agreement is to establish the authorities and responsibilities of the Parties required for the implementation of Programs in accordance with the Authority and such other workforce federal, state, and other non-governmental grants and revenues which may be awarded to any entities created under this Agreement or performing goods or providing services under this Agreement, and to ensure compliance with the rules and regulations applicable to such Authority, grants, and awards. Upon the Effective Date of this Agreement, this Agreement shall supersede and replace, in its entirety, the Prior Agreement.

3. **Identification of Parties to this Agreement and Notice.** Except as otherwise provided in this Agreement, any notice required or permitted to be given hereunder shall be in writing from the Party giving notice and sent/delivered as follows: (i) hand delivered; (ii) sent by next-business day commercial courier or delivery service; (iii) email; or (iv) regular U.S. mail, addressed to the other Parties at the addresses set forth below (or to such other place as any party may by notice to the others specify from time to time). All notices sent to the Counties shall also be copied to County Manager or County Administrator, as applicable.

The Parties and their addresses for notice purposes are more particularly described as follows:

Charlotte:

Charlotte County, Florida
18500 Murdock Circle, Suite 536
Port Charlotte, FL 33948
Email: (Email address for the Chief Local
Elected Official and the County Administrator)

Collier:

Collier County, Florida
3299 Tamiami Trail East, Suite 303
Naples, FL 34112
Email: (Email address for the Chief Local Elected
Official and the County Manager)

Glades:

Glades County, Florida
P.O. Box 1527
Moore Haven, Florida 33471
Email: (Email address for the Chief Local
Elected Official and the County Manager)

Hendry:

Hendry County, Florida
P.O. Box 2340
LaBelle, FL 33975
Email: (Email address for the Chief Local Elected
Official and the County Administrator)

Lee:

Lee County, Florida
2120 Main St.
Fort Myers, FL 33901
Email: (Email address for the Chief Local
Elected Official and the County Manager)

SFWDB:

Southwest Florida Workforce Development
Board, Inc.
6800 Shoppes at Plantation Drive, Suite 170
Fort Myers, FL 33912
Email: pelmore@careersourcesouthwestflorida.com

with a copy of notices to:

Coleman, Yovanovich & Koester, P.A.
Attn: Gregory L. Urbancic, Esq.
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103
Email: gurbancic@cyklawfirm.com

4. **LWDA - Geographical Area to be Served under this Agreement.** The LWDA is comprised of the geographical area of the Counties, each of which is legally described in Chapter 7, Florida Statutes, which legal descriptions are incorporated herein by reference. This geographical area represents the area to be served under this Agreement.

5. **Continuation/Establishment of the Consortium.**

a. **Acceptance of Designation.** Consistent with the Prior Agreement, the Counties agree to accept the Governor's designation of the five-county local area as LWDA for Region 24 for purposes of Programs promulgated under the Authority.

b. **Continuation/Establishment of Consortium.** The Counties further agree to continue the board to be known as the "**Consortium**", which had been previously established pursuant to the Prior Agreement and which shall collectively constitute, and act as, the chief elected official pursuant to the Authority. The Consortium shall be comprised of five (5) members, which members shall be the chief local elected official from each County (each, the "**Chief Local Elected Official**"). The Chief Local Elected Official from each County will be the Chair of the Board of County Commissioners, or the designee of such Chair, who shall be an elected County Commissioner. To the extent a County Commissioner other than the Chair will serve as the chief local elected official for the County, the County shall provide written notice to the Parties.

6. **Consortium Procedures.**

a. **Chair of the Consortium.** One of the five (5) Chief Local Elected Officials on the Consortium will serve as the Chair of the Consortium ("**Consortium Chair**"). The Consortium Chair will have such duties as set forth in this Agreement. The position of the Consortium Chair will rotate among its members on an annual basis as of each July 1. As of the Effective Date of this Agreement, the Chief Local Elected Official of Hendry shall be the Consortium Chair and shall serve until June 30, 2023. The Consortium Chair will thereafter rotate alphabetically annually (with the Chief Local Elected Official of Lee being next) in the following repeating order: Charlotte, Collier, Glades, Hendry and Lee.

b. **Meetings.** The Consortium will endeavor to meet at least once per fiscal year of SFWDB (July 1st through June 30th). The Consortium Chair shall preside over Consortium meetings and

shall perform all duties incident to that office. In the absence of the Consortium Chair, the chair pro tempore shall be the Chief Local Elected Official next in line to become the Consortium Chair under the annual rotation described above and such person shall exercise the duties of the Consortium Chair. Except as otherwise provided herein, meetings shall be held at the discretion of the Consortium Chair. Meetings shall be noticed and declared public meetings, open to the public, in accordance with the Government in the Sunshine Law, Section 286.011, Florida Statutes. A quorum at any Consortium meeting shall consist of any three (3) members. A quorum is required to transact Consortium business. At all meetings of the Consortium at which a quorum is present, all matters shall be decided by the majority vote of said members.

7. **Consortium Duties and Responsibilities.**

a. **Generally.** Sections 107, 108, and 121 of WIOA (codified as 29 U.S.C. § 3122, § 3123 and § 3151), as may be amended from time to time, are hereby incorporated within this Agreement as if set out herein. Any reference herein to a provision or section of the Authority or any other applicable law shall be deemed to include a reference to the applicable successor provision, section or law that may be adopted from time to time.

b. **Specific Duties.** Acting as the chief elected official pursuant to the Authority, the Consortium shall have the following authority, duties, and responsibilities:

i. Requesting LWDA designation from the State of Florida (“**State**”).

ii. Requesting certification from the State that SFWDB shall be the local workforce development board pursuant to WIOA.

iii. Appoint and reappoint representatives of the private sector as members of SFWDB pursuant to the provisions of Section 8, below, within ninety (90) days after a SFWDB member has resigned, been removed pursuant to the bylaws of SFWDB or otherwise removed for cause so as to maintain the minimum number of business members required by the bylaws of SFWDB and the Authority. The Consortium may request any change in the number of members of SFWDB that will represent each county, identify which sector they will represent and request certification from the Governor should any changes to the current representation be required, ensuring that board membership of SFWDB meet the requirements of Section 107 of WIOA.

iv. Remove appointed members of SFWDB for cause. “For cause” shall have the meaning set forth in Section 445.002, Florida Statutes.

v. Provide oversight of the Programs necessary to ensure the effective and efficient delivery of all services as required by the Authority.

vi. Select a grant recipient and Fiscal Agent (defined herein) to administer WIOA and other applicable statutes/programs/funds. As used herein, “**Fiscal Agent**” means the individual or entity designated with the responsibilities and functions described in 20 CFR § 679.420. SFWDB is designated as such pursuant to Section 11, below.

vii. Together with SWFDB, review and approve the Four-Year Local Plan required under WIOA (the “**Local Plan**”), modifications thereto, and submit to the Governor pursuant to the procedures in Section 11, below.

viii. Together with SWFDB, review and approve the One-Stop Operator (defined herein) required under WIOA pursuant to the procedures in Section 11, below. As used herein, the “**One-Stop Operator**” means the single entity or consortium of entities described in 20 CFR § 678.600.

ix. Approve Memorandum of Understanding and Infrastructure Funding Agreements between SFWDB and One-Stop partners pursuant to the procedures in Section 11, below.

x. Approve SFWDB’s annual budget for carrying out its duties pursuant to the procedures in Section 11, below.

xi. In coordination with SFWDB, negotiating and reaching agreement on local workforce development board local performance measures with the State.

xiii. In coordination with SFWDB, establishing bylaws and codes of conduct for the members of SFWDB, the Executive Director and staff of SFWDB.

xiv. Establish rules for the conduct of Consortium business.

xv. Perform any other appropriate duties necessary for the accomplishment, and consistent with the purposes, of this Agreement, WIOA and Florida’s workforce development initiative.

xvii. Accept responsibility for compliance and accountability for State and Federal funds.

xviii. Take prompt corrective action deemed necessary and appropriate in their reasonable discretion to comply with the Authority or to assure that performance standards are met.

xix. Maintain communication with SFWDB necessary to carry out the objectives of this Agreement.

xx. Exert every necessary and reasonable effort to resolve disagreements between the Counties and SFWDB.

8. **SFWDB - Composition, Selection of Members, and Term.**

a. **Composition.** As provided in 29 U.S.C. §3122, and subject to any additional criteria established by the Governor of the State and CareerSource Florida (“**CSFL**”), SFWDB shall be composed of members meeting the following criteria:

i. **Business Representatives.** A majority (51%) of the members of SFWDB shall be representatives of business in the LWDA (each, a “**Business Representative**”), who:

(a) Are business owners, chief executives or operating officers of businesses, or other business executives or employers with optimum policymaking or hiring authority;

(b) Represent businesses, including small businesses, or organizations representing businesses that provide employment opportunities that, at a minimum, include high-quality, work-relevant training and development in in-demand industry sectors or occupations in the LWDA; and

(c) Are appointed from among individuals nominated by local business organizations and/or business trade associations.

ii. Labor/Training Representatives. Not less than twenty percent (20%) of the members of SFWDB shall be representatives of the workforce within the LWDA (each, a “**Labor/Training Representative**”), who:

(a) Shall include representatives of labor organizations who have been nominated by local labor federations; if no employees in the LWDA are represented by labor organizations, other representatives of employees;

(b) Shall include a representative, who shall be a member of a labor organization or a training director, from a joint labor-management apprenticeship program; if no such joint program exists in the LWDA, a representative of an apprenticeship program in the LWDA, if such a program exists;

(c) May include representatives of community-based organizations that have demonstrated experience and expertise in addressing the employment needs of individuals with barriers to employment, including organizations that serve veterans or that provide or support competitive integrated employment for individuals with disabilities; and

(d) May include representatives of organizations that have demonstrated experience and expertise in addressing the employment, training, or education needs of eligible youth, including representatives of organizations that serve out-of-school youth.

iii. Educational Representatives. Include representatives of entities administering education and training activities in the LWDA (each, an “**Educational Representative**”), who:

(a) Shall include a representative of eligible providers administering adult education and literacy activities under WIOA;

(b) Shall include a representative of institutions of higher education providing workforce investment activities, including community colleges; and

(c) May include representatives of local education agencies, and of community-based organizations with demonstrated experience and expertise in addressing the education or training needs of individuals with barriers to employment.

iv. Government/Economic Development Representatives. Shall include representatives of governmental and economic and community development entities serving the LWDA (each, a “**Government/Economic Development Representative**”), who:

(a) Shall include a representative of economic and community development entities;

(b) Shall include an appropriate representative from the State employment service office under the Wagner-Peyser Act (29 U.S.C. § 49 et seq.) serving the LWDA;

(c) Shall include an appropriate representative of the programs carried out under title I of the Rehabilitation Act of 1973 (29 U.S.C. § 720 et seq.), other than section 112 or part C of that title (29 U.S.C. § 732, 741), serving the LWDA;

(d) May include representatives of agencies or entities administering programs serving the LWDA relating to transportation, housing, and public assistance; and

(e) May include representatives of philanthropic organizations serving the LWDA.

v. The members of SFWDB may include such other individuals or representatives of entities as the Consortium may determine from time to time to be appropriate.

b. Selection of Business Representatives. Each Chief Local Elected Official shall be responsible for making his/her County's Business Representative appointment(s) from nominations received pursuant to this subsection to be members of SFWDB in accordance with WIOA. The nomination process for an appointment as a Business Representative to be a member of SFWDB shall be as follows:

1. A Business Representative shall be selected from among individuals nominated by a local business organization or business trade association (i.e. Economic Development organization, Chamber of Commerce, or similar entity) after consulting with and receiving recommendations from other business organizations in the LWDA.

2. Nominations, and any individual selected from such nominations as a Business Representative, shall reasonably represent the industrial and demographic composition of the business community.

Each appointee proposed by the Chief Local Elected Official shall be presented to, and approved by, the Board of County Commissioners of his/her County prior to being seated as a member of SFWDB.

c. Selection of Labor/Training Representatives. A nominee meeting the criteria for a Labor/Training Representative shall be presented by SFWDB to the Consortium Chair for approval by the Consortium Chair prior to being seated as a member of SFWDB.

d. Selection of Educational Representatives. A nominee meeting the criteria for an Educational Representative shall be presented by SFWDB to the Consortium Chair for approval by the Consortium Chair prior to being seated as a member of SFWDB.

e. Selection of Government/Economic Development Representatives. A nominee meeting the criteria for a Government/Economic Development Representative shall be presented by SFWDB to the Consortium Chair for approval by the Consortium Chair prior to being seated as a member of SFWDB.

f. Applicable Term and Term Limits.

i. A member of SFWDB shall be appointed for fixed and staggered terms. No member of SFWDB shall serve for more than eight (8) consecutive years, unless such member is a representative of a governmental entity. The staggering of terms shall be initially established by the Board of Directors of SFWDB. Pursuant to Section 445.007(2)(a), Florida Statutes, service as a member of SFWDB prior to July 1, 2021 shall not count toward the eight (8) consecutive year limitation.

ii. The members of SFWDB will serve as its Board of Directors. The Board of Directors of SFWDB shall make all policy decisions for SFWDB pursuant to the authorizing legislation under which grants are made available and awarded to SFWDB as grantee recipient and Fiscal Agent for the Programs.

iii. The members of SFWDB will appoint a Chair pursuant to the bylaws of SFWDB. As required by the Authority, the Chair of SFWDB shall be a representative of business in the LWDA and shall be selected by the members of the SFWDB to serve for a term of no more than two (2) years and shall serve no more than two (2) terms.

9. SFWDB Powers, Duties and Responsibilities. In addition to to other powers, duties and responsibilities specified by CSFL or applicable, law, the powers, duties and responsibilities of SFWDB shall include, without limitation, the following:

a. Employ personnel to carry out the effective and efficient operation of the Programs, as defined in the Local Plan, and to provide necessary technical assistance to any sub-grantee's providing services under the oversight of the SFWDB.

b. Hire an Executive Director ("**Executive Director**") who shall be of sufficient competence and experience to organize and train personnel as necessary to conduct the functions and operations of SFWDB as provided in this Agreement.

c. Adopt a committee structure consistent with the Authority and policies established by the CSFL.

d. Adopt procedures and administrative rules to effectively carry out SFWDB's polices and decisions in a manner that does not conflict with the Authority and other applicable federal and State laws, rules, and policies.

e. As the Fiscal Agent, perform accounting and funds management including the following function:

i. Receive Program funds.

ii. Ensuring sustained fiscal integrity and accountability for expenditures of Program funds in accordance with Office of Management and Budget (OMB) circulars, WIOA, corresponding federal regulations, State law, and State policies.

iii. Ensure an independent audit is performed annually of all Programs.

iv. Responding to any audit financial findings.

v. Maintaining proper accounting records and documentation.

vi. Preparing applicable financial reports.

vii. Providing technical assistance to any sub-recipients regarding fiscal issues.

viii. Procure necessary contracts or written agreements relating to the Programs.

- ix. Conduct financial monitoring of any service providers.
- f. Develop, submit, ratify, or amend the Local Plan pursuant to the Authority, subject to the procedures in Section 11, below.
- g. Develop an annual budget for the purpose of carrying out the duties of SFWDB as enumerated in this Section and the Authority, subject to the approval of the Consortium pursuant to the procedures in Section 11, below. Submit the annual budget for review to the CSFL no later than two (2) weeks after the Consortium approves the budget.
- h. Select the One-Stop Operator for the LWDA subject to procedures in Section 11, below.
- i. Conducting workforce research and regional labor market analysis.
- j. Convening local workforce development system stakeholders to assist in the development of the Local Plan and identify expertise and resources to leverage support for workforce development activities.
- k. Leading efforts to engage a diverse range of employers and other entities in the region.
- l. Leading efforts to develop and implement career pathways.
- m. Leading efforts in the local area to identify and promote proven and promising strategies and initiatives for meeting the needs of employers, workers, and jobseekers.
- n. Conducting oversight of the Programs and the entire workforce delivery system, ensure the appropriate use and management of WIOA funds, and ensure the appropriate use, management, and investment of funds to maximize performance outcomes.
- o. In coordination with the Consortium, negotiating and reaching agreement on local workforce development board local performance measures with the State;
- p. In coordination with the Consortium, establishing bylaws and codes of conduct for the members of SFWDB, the Executive Director and staff of SFWDB.
- q. Establishing additional monitoring and reporting requirements if one entity fulfills multiple functions to ensure SFWDB is compliant with WIOA, final rules and regulations, OMB circulars, and the State's conflict of interest policy.
- r. To do all acts and things necessary or convenient for the conduct of its business in order to carry out the powers and duties provided in this Agreement.

10. **Meetings of the Board of Directors of SFWDB.**

- a. All meetings of the Board of Directors of SFWDB shall be subject to requirements of, and in compliance with, Chapter 286, Florida Statutes, and Section 445.007(1), Florida Statutes

b. The Chair, or Vice Chair in the absence of the Chair, shall preside over meetings of the Board of Directors of SFWDB.

c. A quorum at any meeting of the Board of Directors of SFWDB shall consist of at least one-third (1/3) of the SFWDB members.

d. Except as otherwise required by law, matters coming before the Board of Directors of SFWDB shall require the affirmative vote of at least a majority of the voting members present. However, prior to entering into any contracts with an organization or individual represented on the Board of Directors of SFWDB, the contract must be approved by a two-thirds (2/3) vote of the Board of Directors of SFWDB and SFWDB director that could benefit financially from the transaction must abstain from voting on the contract in accordance with applicable law.

11. **Specific Provisions Relating to SFWDB and the Consortium.**

a. Fiscal Agent. SFWDB is hereby designed as such grant recipient and the Fiscal Agent for the Programs in the LWDA.

b. Four-Year Local Plan Approval Process. Pursuant to WIOA and in accordance with the requirements established by the Governor of the State, SFWDB shall develop and present the Local Plan to the Consortium for review and approval pursuant to this subsection. Upon approval of the and execution of the Local Plan when required by the Authority, SFWDB will submit the Local Plan to the CSFL and the Florida Department of Economic Opportunity. Approval of the Local Plan or modification of the Local Plan described under Section 108 of WIOA for Region 24 shall follow the following procedure. SFWDB shall prepare and adopt the proposed Local Plan (or modification, as applicable) as required by the Authority and transmit the same to the Consortium for its approval prior to submission of the Local Plan to the Governor pursuant to the Authority and Florida law. Transmission of the Local Plan shall be by sending or delivering a copy of the Local Plan to both the Chair and the county administrator or county manager, as applicable, for each of the Counties. The Local Plan submitted to the Consortium for approval under this section shall be deemed approved by the Consortium at the end of the sixty (60) day period beginning on the date upon which the proposed Local Plan is received by the Consortium (“**Local Plan Review Period**”) unless one or more members of the Consortium notifies SFWDB in writing prior to the expiration of the Local Plan Review Period of either an objection to the Local Plan or that it has requested a meeting of the Consortium to review the Local Plan. If any member of the Consortium provides such written notice to SFWDB, a meeting of the Consortium shall be called for the purpose of reviewing the Local Plan within thirty (30) days after the Consortium member’s correspondence (“**Requested Plan Review Period**”). In the event the Consortium does not take action to approve or disapprove the Local Plan for any reason prior to the expiration of the Requested Plan Review Period, the Local Plan shall be deemed approved by the Consortium.

c. Annual Budget Approval Process. Approval of the annual budget of SFWDB for purposes of carrying out the duties of SFWDB pursuant to Section 108 of WIOA shall follow the following procedure. SFWDB shall prepare and adopt an annual budget as may be required by law and transmit the same to the Consortium for its approval. Transmission of the budget shall be by sending or delivering a copy of the budget to both the Chair and the county administrator or county manager, as applicable, for each of the Counties. The budget submitted to the Consortium for approval under this section shall be deemed approved by the Consortium at the end of the sixty (60) day period beginning on the date upon which the proposed budget is received by the Consortium (“**Budget Review Period**”) unless one or more members of the Consortium notifies SFWDB in writing prior to the expiration of the Budget Review Period of either an objection to the budget or that it has requested a meeting of the Consortium to review the budget. If any member of the Consortium provides such written notice to SFWDB, a meeting of the

Consortium shall be called for the purpose of reviewing the budget within thirty (30) days after the Consortium member's correspondence ("**Requested Budget Review Period**"). In the event the Consortium does not take action to approve or disapprove the budget for any reason prior to the expiration of the Requested Budget Review Period, the budget shall be deemed approved by the Consortium. During any period of review of the budget by the Consortium and until approval of the budget by the Consortium, SFWDB can continue its operations consistent with the budget that was most recently approved by the Consortium. Any material modification to any budget approved by the Consortium hereunder shall be approved by the Consortium in accordance with the foregoing procedure. For purposes of this section, the addition into SFWDB's budget of mid-year, program specific earmarked funds from the state or federal government shall not be deemed to be a material modification to SFWDB's budget.

d. **MOU Approval Process.** Approval of a memorandum of understanding with one-stop partners concerning the operation of the one-stop delivery system in the Workforce Development Area ("**MOU**") pursuant to Section 121 of WIOA shall follow the following procedure. SFWDB shall prepare and adopt the MOU as may be required by law and transmit the same to the Consortium for its approval. Transmission of the MOU shall be by sending or delivering a copy of the MOU to both the Chair and the county administrator or county manager, as applicable, for each of the Counties. The MOU submitted to the Consortium for approval under this section shall be deemed approved by the Consortium at the end of the sixty (60) day period beginning on the date upon which the proposed MOU is received by the Consortium ("**MOU Review Period**") unless one or more members of the Consortium notifies SFWDB in writing prior to the expiration of the MOU Review Period of either an objection to the MOU or that it has requested a meeting of the Consortium to review the MOU. If any member of the Consortium provides such written notice to SFWDB, a meeting of the Consortium shall be called for the purpose of reviewing the MOU within thirty (30) days after the Consortium member's correspondence ("**Requested MOU Review Period**"). In the event the Consortium does not take action to approve or disapprove the MOU for any reason prior to the expiration of the Requested MOU Review Period, the MOU shall be deemed approved by the Consortium.

e. **One-Stop Operator Approval Process.** Approval of a one-stop operator or the termination for cause of a one-stop operator pursuant to Section 108 of WIOA ("**One-Stop Operator Action**") shall follow the following procedure. In the event SFWDB shall require One-Stop Operator Action, SFWDB shall provide notice of the same ("**One-Stop Operator Notice**") to the Consortium for its approval. Transmission of the One-Stop Operator Notice shall be by sending or delivering a copy of the notice to both the Chair and the county administrator or county manager, as applicable, for each of the Counties. The One-Stop Operator Action submitted to the Consortium for approval under this section shall be deemed approved by the Consortium at the end of the thirty (30) day period beginning on the date upon which the proposed One-Stop Operator Action is received by the Consortium ("**One-Stop Action Review Period**") unless one or more members of the Consortium notifies SFWDB in writing prior to the expiration of the One-Stop Action Period of either an objection to the One-Stop Operator Action or that it has requested a meeting of the Consortium to review the One-Stop Operator Action. If any member of the Consortium provides such written notice to SFWDB, a meeting of the Consortium shall be called for the purpose of reviewing the budget within thirty (30) days after the Consortium member's correspondence ("**Requested One-Stop Action Review Period**"). In the event the Consortium does not take action to approve or disapprove the One-Stop Operator Action for any reason prior to the expiration of the Requested One-Stop Action Review Period, the One-Stop Operator Action shall be deemed approved by the Consortium. SFWDB may serve as the One-Stop Operator if permitted by applicable law and approved by the Consortium.

12. **Financial Responsibility for the Programs.** No funds will be provided from the treasuries of any of the Counties for implementation of the Program, it being the intent hereof that all funding of the Programs shall be accomplished entirely by grants pursuant to the WIOA and any other

available State or Federal grants. Notwithstanding the same, as provided in WIOA, the Counties through the Consortium, as the chief elected official pursuant to the Authority, are not relieved of liability for the misuse of grant funds by the designation of SFWDB as grantee and Fiscal Agent as provided herein. However, as authorized by WIOA, to provide assurances to and protection for the Counties and the Consortium, SFWDB agrees to the following:

a. Indemnification. Unless determined to be contrary to applicable law, SFWDB shall indemnify, defend, and hold harmless the Consortium and the Board of County Commissioners of each of the Counties, from all claims, suits, judgments or damages caused by SFWDB, its agents or employees' negligent act or omission in the performance of its obligations under this Agreement. SFWDB shall not, however, indemnify, defend or hold harmless the Board of County Commissioners of each of the Counties from any claims, suits, judgments or damages resulting solely from the negligence of any tortfeasor County, its agents and employees.

b. Disallowed Cost Liability. In the event SFWDB is determined to be responsible for any disallowed costs, through whatever means, SFWDB and the Counties will mutually work to resolve all such disallowed costs. In the event that repayment of funds is demanded by the funding source, SFWDB will have first responsibility for repayment, through its insurance, and grant or non-grant funds such as unrestricted funds as allowed by the Authority. If such insurance, grant or non-grant funds are insufficient for the demanded repayment, then any repayment obligation shall be determined as provided by the Authority.

13. Term and Termination.

a. Term. This Agreement shall become effective and commence as of July 1, 2022 (the "**Effective Date**"), and shall continue through June 30, 2026, unless otherwise terminated as provided herein. This Agreement shall automatically renew for additional one-year terms commencing on July 1 and ending in June 30 of each year, unless any party provides written notice of its intent not to renew on or before March 1 of any extension period.

b. Termination for Convenience. The Counties or SFWDB may terminate this Agreement, without cause, by giving one hundred eighty (180) days prior written notice of the termination.

c. Termination for Default. Each of the following shall constitute an Event of Default:

i. The failure or refusal by any of the Parties 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 one of non-defaulting Parties 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 either not corrected such default or has not cured the defaults, as determined by the non-defaulting Parties within thirty (30) days from the date of such notice or within such longer period of time, not exceeding an additional sixty (60) days, as may be reasonably necessary to cure such default if the defaulting Party is diligently and with continuity of effort pursuing such cure and the default is susceptible of cure within an additional sixty (60) day period.

ii. The written admission by SFWDB that it is bankrupt, or the filing of a voluntary petition under the Federal Bankruptcy Act, or the consent by SFWDB to the appointment by a court of a receiver or trustee or the making by SFWDB 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 SFWDB's property or business, or the dissolution or revocation of its corporate charter.

Upon the occurrence of an Event of Default, the non-defaulting Parties shall have the right to immediately terminate this Agreement upon written notice to the Parties in default.

d. Termination of Funding. In the event that sufficient budgeted federal formula funds are not available for a new fiscal period, the Counties shall notify SFWDB of such occurrence, and the Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the Counties.

14. Modification. This Agreement may be modified in writing by the mutual consent of the Parties, consistent with the Authority and any applicable regulations or rules promulgated thereunder. Any alterations, amendments, modification or waivers in the terms and conditions of this Agreement shall not be effective unless reduced to writing, approved by all Parties, signed by their duly authorized representatives and filed with the Clerks of the Circuit Courts of the Counties.

15. Resolution of Disagreements. To facilitate the timely and effective resolution of any controversy or dispute that may arise under this Agreement, the Chair of SFWDB and the County Manager or County Administrator, as applicable, of each of the Counties shall undertake negotiations to resolve the matter. To the extent the controversy or dispute cannot, after good faith effort, be resolved, any of the Parties may refer the matter to non-binding mediation. The dispute will be mediated by a mediator chosen jointly by SFWDB and the Counties within thirty (30) days after written notice demanding non-binding mediation. None of the Parties may unreasonably withhold consent to the selection of a mediator, and the Parties 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 procedure. In the event that any claim, dispute, or demand cannot be resolved between the Parties through negotiation or mediation as provided herein within sixty (60) days after the date of the initial demand for non-binding mediation, then any of the Parties may pursue any remedies as provided by law.

16. Severability. 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, persons or circumstances other than those 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 law.

{Remainder of page intentionally left blank. Signatures commence on the next page.}

IN WITNESS WHEREOF, the parties have executed this Agreement as indicated on the attached pages.

PASSED AND DULY ADOPTED THIS _____ DAY OF _____, 2022.

ATTEST:
LINDA DOGGETT, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Cecil Pendergrass, Chairman

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

County Attorney's Office

PASSED AND DULY ADOPTED THIS _____ DAY OF _____, 2022.

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

By: _____
Bill Truex, Chair

Attest:

By: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Janet S. Knowlton, County Attorney

PASSED AND DULY ADOPTED THIS _____ DAY OF _____, 2022.

Attest:
DWIGHT E. BROCK, Clerk

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: _____
_____, Deputy Clerk

By: _____
William L. McDaniel, Jr., Chairman

Approved as to form and legality:

Jeffrey A. Klatzkow, County Attorney

PASSED AND DULY ADOPTED THIS _____ DAY OF _____, 2022.

BOARD OF COUNTY COMMISSIONERS
OF GLADES COUNTY, FLORIDA

By: _____
Tim Stanley, Chairman

Attest:

By: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Richard Pringle, County Attorney

PASSED AND DULY ADOPTED THIS _____ DAY OF _____, 2022.

BOARD OF COUNTY COMMISSIONERS
OF HENDRY COUNTY, FLORIDA

By: _____
Emma Byrd, Chairperson

Attest:

By: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Mark F. Lapp, County Attorney

**THIRD AMENDED AND RESTATED
INTERLOCAL AGREEMENT
FOR THE
SOUTHWEST FLORIDA JOB TRAINING CONSORTIUM**

THIS THIRD AMENDED AND RESTATED INTERLOCAL AGREEMENT (this "**Agreement**") is made and entered into as of June 30, 2018 by and between the Boards of County Commissioners for Charlotte, Collier, Glades, Hendry, and Lee Counties, political subdivisions of the State of Florida, for continuation of the Southwest Florida Job Training Consortium.

WHEREAS, the Workforce Investment Act of 1998, federal Public Law 105-220 ("**WIA**"), replaced the Job Training Partnership Act as amended in 1996, and restructured a multitude of workforce development programs into an integrated workforce investment system and authorized the expenditure of federal funds for allowable services and activities in local workforce investment (development) areas; and

WHEREAS, the counties of Charlotte, Collier, Glades, Hendry, and Lee (collectively, the "**Counties**") were designated by the Governor of the State of Florida, as recommended by the Jobs and Education Partnership in 1996, to form a five county workforce development area, Region 24, and this designation was approved by the Governor to continue under WIA; and

WHEREAS, the Counties had previously entered into an interlocal agreement in 1996 creating the Southwest Florida Job Training Consortium and had entered into an agreement with a Private Industry Council acting as grant recipient and administrative entity until such time as Southwest Florida Workforce Development Board, Inc. ("**SFWDB**") was formed, and continued under that agreement ("**Original Interlocal Agreement**"); and

WHEREAS, subsequent to the Original Interlocal Agreement, the Counties entered into that certain Workforce Investment Act Interlocal Agreement for the Southwest Florida Job Training Consortium dated as of July 1, 2005 to amend and restate the Original Interlocal Agreement ("**First Amended and Restated Interlocal Agreement**"); and

WHEREAS, subsequent to the First Amended and Restated Agreement, the Counties entered into that Second Amended and Restated Interlocal Agreement for the Southwest Florida Job Training Consortium dated as of March 20, 2012 ("**Second Amended and Restated Interlocal Agreement**"); and

WHEREAS, WIA has been replaced by the Workforce Innovation and Opportunity Act (codified as 29 U.S.C. § 3101 et seq.) (the "**Act**") and the five participating Counties have agreed to enter into this Agreement to amend and restate the Second Amended and Restated Agreement to incorporate statutory changes; and

WHEREAS, SFWDB is in existence and operational with respect to the Region 24 Workforce Development Area; and

WHEREAS, the Region 24 Workforce Development Area is required to submit a Workforce Innovation and Opportunity Act local plan pursuant to Section 108 of the Act; and

WHEREAS, Section 163.01, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969, permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the Boards of County Commissioners for Charlotte, Collier, Glades, Hendry, and Lee Counties find this Interlocal Agreement to be necessary, proper and convenient to the exercise of their powers, duties and purposes authorized by law.

NOW THEREFORE, in consideration of the mutual covenants herein, the Counties agree as follows:

- I. Continuation of the Southwest Job Training Consortium.
 - A. Consistent with the Original Interlocal Agreement, the Counties agree to accept the Governor's designation of the five county local area as Workforce Development Area for Region 24 for purposes of programs promulgated under the Act ("**Workforce Development Area**").
 - B. Consistent with the Original Interlocal Agreement, the Counties agree to continue the Southwest Florida Job Training Consortium (the "**Consortium**") which is composed of the Chief Local Elected Official (Chair) from each of the participating County Commissions, or a designee, who shall be an elected County Commissioner. These five Chairs will elect one member of the Consortium to serve as Chair of the Consortium. The Chair shall remain in its position as Chair until replaced by the Consortium. The Consortium may elect to rotate the position of Chair each year according to procedures which may be developed by the Consortium.
- II. Authority and Responsibilities of the Southwest Florida Job Training Consortium.
 - A. Sections 107, 108, and 121 of the Act (codified as 29 U.S.C. § 3122, § 3123 and § 3151), as may be amended from time to time, are hereby incorporated within this Agreement as if set out herein. Any reference herein to a provision or section of the Act or any other applicable law shall be deemed to include a reference to the applicable successor provision, section or law that may be adopted from time to time.
 - B. The Consortium shall request any change in the number of board members of SFWDB that will represent each county, identify which sector they will represent, identify the length of term, and request certification from the Governor should any

changes to the current representation be required, ensuring that board membership of SFWDB meet the requirements of Section 107 of the Act.

C. Pursuant to Section 107 of the Act, a majority of the board members of SFWDB shall be representatives of business (each, a “**Business Representative**” or collectively, “**Business Representatives**”) in the Workforce Development Area. Each County Chair, or designee Commissioner, shall be responsible for making his/her County’s Business Representative appointment(s) from nominations received pursuant to this subsection to be board members of SFWDB in accordance with the Act. Each appointee proposed by the County Chair, or designee Commissioner, shall be presented to, and approved by, the Board of County Commissioners of his/her County prior to being seated as a board member of SFWDB. Each Business Representative nominated pursuant to this subsection must adhere to the following criteria:

1. Representatives of business in the Workforce Development Area who are owners of businesses, chief executives or operating officers of business, or other business executives or employers with optimum policymaking or hiring authority;
2. Representatives of businesses, including small businesses, or organizations representing businesses described in this clause, that provide employment opportunities that, at a minimum, include high-quality, work-relevant training and development in in-demand industry sectors or occupations in the Workforce Development Area; and
3. Representatives are appointed from among individuals nominated by local business organizations and business trade associations.

The nomination process for an appointment as a Business Representative to the board of SFWDB shall be as follows:

1. A Business Representative shall be selected from among individuals nominated by a local business organization or business trade association (i.e. Economic Development organization, Chamber of Commerce, or similar entity) after consulting with and receiving recommendations from other business organizations in the Workforce Development Area.
2. Nominations, and any individual selected from such nominations as a Business Representative, shall reasonably represent the industrial and demographic composition of the business community.

D. Pursuant to Section 107 of the Act, not less than twenty percent (20%) of the board members of SFWDB shall be representatives of the workforce (each, a “**Labor/Training Representative**”) within the Workforce Development Area who:

1. Shall include representatives of labor organizations (for a local area in which employees are represented by labor organizations), who have been nominated by local labor federations, or (for a local area in which no employees are represented by such organizations) other representatives of employees;
2. Shall include a representative, who shall be a member of a labor organization or a training director, from a joint labor-management apprenticeship program, or if no such joint program exists in the area, such a representative of an apprenticeship program in the area, if such a program exists;
3. May include representatives of community-based organizations that have demonstrated experience and expertise in addressing the employment needs of individuals with barriers to employment, including organizations that serve veterans or that provide or support competitive integrated employment for individuals with disabilities; and
4. May include representatives of organizations that have demonstrated experience and expertise in addressing the employment, training, or education needs of eligible youth, including representatives of organizations that serve out-of-school youth.

A nominee meeting the foregoing criteria for a Labor/Training Representative shall be presented by SFWDB to the Chair of the Consortium for approval by the Chair prior to being seated as a board member of SFWDB.

- E. Pursuant to Section 107 of the Act, the board of SFWDB shall include representatives of entities administering education and training activities (each, an **Educational Representative**) in the Workforce Development Area, who:
1. Shall include a representative of eligible providers administering adult education and literacy activities under 29 U.S.C. § 3271 et seq.;
 2. Shall include a representative of institutions of higher education providing workforce investment activities (including community colleges);
 3. May include representatives of local educational agencies, and of community-based organizations with demonstrated experience and expertise in addressing the education or training needs of individuals with barriers to employment.

For purposes of this Section, the Chair of the Alliance of Educational Leaders shall be approved as an Educational Representative meeting the requirements of this subsection. Any other nominee meeting the foregoing criteria for an Educational

Representative shall be presented by SFWDB to the Chair of the Consortium for approval by the Chair prior to being seated as a board member of SFWDB.

F. Pursuant to Section 107 of the Act, the board of SFWDB shall include representatives of governmental and economic and community development entities (each, a "Government/Economic Development Representative") in the Workforce Development Area, who:

1. Shall include a representative of economic and community development entities;
2. Shall include an appropriate representative from the State employment service office under the Wagner-Peyser Act (29 U.S.C. § 49 et seq.) serving the Workforce Development Area;
3. Shall include an appropriate representative of the programs carried out under title I of the Rehabilitation Act of 1973 (29 U.S.C. § 720 et seq.), other than section 112 or part C of that title (29 U.S.C. § 732, 741), serving the Workforce Development Area;
4. May include representatives of agencies or entities administering programs serving the Workforce Development Area relating to transportation, housing, and public assistance; and
5. May include representatives of philanthropic organizations serving the Workforce Development Area.

A nominee meeting the foregoing criteria for a Government/Economic Development Representative shall be presented by SFWDB to the Chair of the Consortium for approval by the Chair prior to being seated as a board member of SFWDB.

G. The board of SFWDB may include such other individuals or representatives of entities as the Consortium may determine from time to time to be appropriate.

H. The Consortium shall share with SFWDB the responsibility for the following:

1. Approval of the local plan or modification of the local plan described under Section 108 of the Act for Region 24 pursuant to the following procedure. SFWDB shall prepare and adopt the proposed local plan (or modification, as applicable) as required by the Act and transmit the same to the Consortium for its approval prior to submission of the local plan to the Governor pursuant to the Act and Florida law. Transmission of the local plan shall be by sending or delivering a copy of the local plan to both the Chair and the county administrator or county manager, as applicable, for each of the Counties. The local plan submitted to the Consortium for

approval under this section shall be deemed approved by the Consortium at the end of the sixty (60) day period beginning on the date upon which the proposed local plan is received by the Consortium ("**Local Plan Review Period**") unless one or more members of the Consortium notifies SFWDB in writing prior to the expiration of the Local Plan Review Period of either an objection to the local plan or that it has requested a meeting of the Consortium to review the local plan. If any member of the Consortium provides such written notice to SFWDB, a meeting of the Consortium shall be called for the purpose of reviewing the local plan within thirty (30) days after the Consortium member's correspondence ("**Requested Plan Review Period**"). In the event the Consortium does not take action to approve or disapprove the local plan for any reason prior to the expiration of the Requested Plan Review Period, the local plan shall be deemed approved by the Consortium;

2. Approval of the annual budget of SFWDB for purposes of carrying out the duties of SFWDB pursuant to Section 108 of the Act in accordance with the following procedures. SFWDB shall prepare and adopt an annual budget as may be required by law and transmit the same to the Consortium for its approval. Transmission of the budget shall be by sending or delivering a copy of the budget to both the Chair and the county administrator or county manager, as applicable, for each of the Counties. The budget submitted to the Consortium for approval under this section shall be deemed approved by the Consortium at the end of the sixty (60) day period beginning on the date upon which the proposed budget is received by the Consortium ("**Budget Review Period**") unless one or more members of the Consortium notifies SFWDB in writing prior to the expiration of the Budget Review Period of either an objection to the budget or that it has requested a meeting of the Consortium to review the budget. If any member of the Consortium provides such written notice to SFWDB, a meeting of the Consortium shall be called for the purpose of reviewing the budget within thirty (30) days after the Consortium member's correspondence ("**Requested Budget Review Period**"). In the event the Consortium does not take action to approve or disapprove the budget for any reason prior to the expiration of the Requested Budget Review Period, the budget shall be deemed approved by the Consortium. During any period of review of the budget by the Consortium and until approval of the budget by the Consortium, SFWDB can continue its operations consistent with the budget that was most recently approved by the Consortium. Any material modification to any budget approved by the Consortium hereunder shall be approved by the Consortium in accordance with the foregoing procedure. For purposes of this section, the addition into SFWDB's budget of mid-year, program specific earmarked funds from the state or federal government shall not be deemed to be a material modification to SFWDB's budget;

3. Approval of a memorandum of understanding with one-stop partners concerning the operation of the one-stop delivery system in the Workforce Development Area ("**MOU**") pursuant to Section 121 of the Act in accordance with the following procedures. SFWDB shall prepare and adopt the MOU as may be required by law and transmit the same to the Consortium for its approval. Transmission of the MOU shall be by sending or delivering a copy of the MOU to both the Chair and the county administrator or county manager, as applicable, for each of the Counties. The MOU submitted to the Consortium for approval under this section shall be deemed approved by the Consortium at the end of the sixty (60) day period beginning on the date upon which the proposed MOU is received by the Consortium ("**MOU Review Period**") unless one or more members of the Consortium notifies SFWDB in writing prior to the expiration of the MOU Review Period of either an objection to the MOU or that it has requested a meeting of the Consortium to review the MOU. If any member of the Consortium provides such written notice to SFWDB, a meeting of the Consortium shall be called for the purpose of reviewing the MOU within thirty (30) days after the Consortium member's correspondence ("**Requested MOU Review Period**"). In the event the Consortium does not take action to approve or disapprove the MOU for any reason prior to the expiration of the Requested MOU Review Period, the MOU shall be deemed approved by the Consortium;

4. Approval of a one-stop operator or the termination for cause of a one-stop operator pursuant to Section 108 of the Act ("**One-Stop Operator Action**") in accordance with the following procedures. In the event SFWDB shall require One-Stop Operator Action, SFWDB shall provide notice of the same ("**One-Stop Operator Notice**") to the Consortium for its approval. Transmission of the One-Stop Operator Notice shall be by sending or delivering a copy of the notice to both the Chair and the county administrator or county manager, as applicable, for each of the Counties. The One-Stop Operator Action submitted to the Consortium for approval under this section shall be deemed approved by the Consortium at the end of the thirty (30) day period beginning on the date upon which the proposed One-Stop Operator Action is received by the Consortium ("**One-Stop Action Review Period**") unless one or more members of the Consortium notifies SFWDB in writing prior to the expiration of the One-Stop Action Period of either an objection to the One-Stop Operator Action or that it has requested a meeting of the Consortium to review the One-Stop Operator Action. If any member of the Consortium provides such written notice to SFWDB, a meeting of the Consortium shall be called for the purpose of reviewing the budget within thirty (30) days after the Consortium member's correspondence ("**Requested One-Stop Action Review Period**"). In the event the Consortium does not take action to approve or disapprove the One-Stop Operator Action for any reason prior to the expiration of the

Requested One-Stop Action Review Period, the One-Stop Operator Action shall be deemed approved by the Consortium; and

5. Oversight of the one-stop delivery system in the Workforce Development Area.

III. Terms of Agreement.

A. None of the parties hereto shall be liable for any claims, damages, losses or expenses arising out of or resulting from any act, omission, negligence of the others, their officers, employees or agents, related parties' respective authorities and responsibilities under this Agreement.

B. The term of the Agreement shall commence upon the adoption of this Agreement by the last of the Counties and shall run through June 30, 2022, which date coincides with the next local plan submittal date required under Section 108 of the Act. Thereafter the term of this Agreement shall automatically be renewed for successive five-year terms, unless any party notifies the others of its intention not to renew at least ninety (90) days prior to the expiration of the original term or the then-current five-year renewal term.

C. Upon proper execution, the Agreement shall be legally valid and binding, and supersedes other agreements of the Southwest Florida Job Training Consortium. This Agreement shall be recorded in the public records of the counties of Charlotte, Collier, Glades, Hendry, and Lee.

D. This Agreement may be amended or modified upon the written request of any party hereto. Any alterations, amendments, modification or waivers in the terms and conditions of this Agreement shall not be effective unless reduced to writing, approved by all parties, signed by their duly authorized representatives and filed with the Clerks of the Circuit Courts of the Counties.

{Remainder of page intentionally left blank. Signatures commence on the next page.}

IN WITNESS WHEREOF, the parties have executed this Agreement as indicated on the attached pages.

PASSED AND DULY ADOPTED THIS 7TH DAY OF AUGUST, 2018.

ATTEST:
LINDA DOGGETT, CLERK
LEE COUNTY CLERK OF COURT

BY: Missy Flint
Deputy Clerk



BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: [Signature]
Cecil Pendergrass, Chair

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

[Signature]
County Attorney's Office

PASSED AND DULY ADOPTED THIS 26th DAY OF June, 2018.

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

By: [Signature]
Chair or Commissioner Designee



Attest:

Michelle DiBaradino

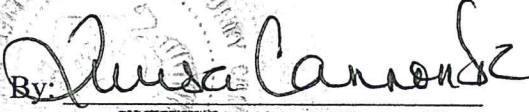
By: Deputy Clerk
AGR2005-029

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: [Signature]
County Attorney
LR 18-0432

PASSED AND DULY ADOPTED THIS 26th DAY OF June, 2018.

Attest:
CRYSTAL K. KINZEL, Interim Clerk

By: 

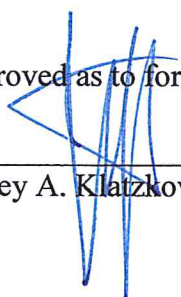
~~Attest as to Chairman's~~ Deputy Clerk
signature only.

BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA

By: 

ANDY SOLIS, CHAIRMAN

Approved as to form and legality:



Jeffrey A. Klitzkow, County Attorney

ORIGINAL

PASSED AND DULY ADOPTED THIS 25 DAY OF June, 2018.

BOARD OF COUNTY COMMISSIONERS
OF GLADES COUNTY, FLORIDA

By: [Signature]
Chair or Commissioner Designee

Attest:

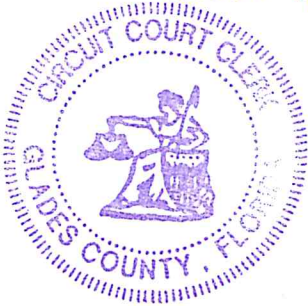
Sandra H Brown
PO Box 10
Moore Haven FL 33471

By: Sandra H Brown
Clerk of Court



APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: [Signature]



PASSED AND DULY ADOPTED THIS 24th DAY OF July, 2018.



BOARD OF COUNTY COMMISSIONERS
OF HENDRY COUNTY, FLORIDA

By: [Signature]
Chair or Commissioner Designee

Attest:

[Signature]
Barbara Butler, Clerk

By: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: [Signature]