

Jefferson County Board of County Commissioners

Thursday, May 2, 2024 at 9:00 am

REGULAR SESSION AGENDA

Courthouse Annex, 435 W. Walnut Street, Monticello, FL 32344

- 1. 9 AM CALL TO ORDER, INVOCATION, PLEDGE OF ALLEGIANCE
- 2. PUBLIC ANNOUNCEMENTS, PRESENTATIONS & AWARDS
- 3. CITIZENS REQUEST & INPUT ON NON-AGENDA ITEMS

(3 Minute Limit Please)

- 4. CONSENT AGENDA
 - a. Vouchers

5. GENERAL BUSINESS

a. Resolution for HMGP Applications/LMS List

Attachments:

- **Resolution** (Resolution_HMGP_Grant_Application_2024.docx)
- b. CareerSource Interlocal Agreement

Attachments:

- Agreement (CareerSource_Capital_Region_Interlocal_Counties_Agreement_April_202 4_Final.docx)
- c. Waukeenah Highway SCOP Agreement-FDOT Amendment
- d. Literacy Alliance Grant

Attachments:

- Grant (Literacy_Alliance_Grant_2024-2026.pdf)
- 6. CLERK OF COURTS
- 7. COUNTY ENGINEER
- 8. COUNTY ATTORNEY
- 9. COUNTY MANAGER
- **10. COUNTY COMMISSIONERS**

BUDGET WORKSHOP

- 11. Budget Workshop
 - a. Departments to be Named Soon
- 12. ADJOURN

From the manual "Government in the Sunshine", page 40: Paragraph C. Each board, commission or agency of this state or of any political subdivision thereof shall include in the notice of any meeting or hearing, if notice of meeting or hearing is required, of such board, commission, or agency, conspicuously on such notice, the advice that if a person decides to appeal any decision made by the board, agency or commission with respect to any matter considered at such meeting or hearing, he will need a record of the proceedings, and for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

PARTICIPATING IN A COUNTY COMMISSION MEETING: A CITIZEN'S GUIDE

The Jefferson County Commission is pleased to have you at our Commission meeting. We appreciate your presence, welcome your participation, and want your visit to be interesting and informative. The following is a brief summary of the Commission's Meeting Rules of Procedure that apply to citizen participation.

See the meeting agenda so that you can follow each item of business the Commission will be discussing.

SPEAKING BEFORE THE COMMISSION: WHEN CAN I TALK?

If you want to address the Commission about an issue that's not on the agenda, notice there is a place to do this. To reserve a time to speak for up to 3 minutes, please sign a speaker request form usually found near the speaker's rostrum.

The first place to speak is soon after the meeting begins. This time is reserved for citizens who want to make a request or provide input that doesn't require discussion. The spot is frequently used by citizens who don't want to stay for the entire meeting and don't need an immediate response from the Commission.

Citizens may also have a chance to address the Commission about items of interest during the General Business part of the agenda. After the Commissioners have had a chance to discuss a general business item, the Chair usually asks if there are any comments from the audience. Again, if you wish to speak, please limit remarks to no more than 3 minutes.

For the record, always give your name and address before you begin speaking. If you're representing a particular group or organization, state that, too. Always address remarks to the Chair or the Commission as a whole, never to an individual commissioner or the audience. Speakers may speak only once on an issue and may not yield their time to another person.

THE COMMON COURTESY RULE: PLEASE BE BRIEF, RELEVANT, AND ALWAYS CIVIL

Commission meetings can be long. Our Commission works hard to keep meetings moving along in a productive and civil manner. Please plan your remarks so that you can make your point clearly and quickly. Always be courteous and civil.

The Chair may call down speakers (or members of the audience) who violate the Commission's rules of decorum. Here are some "no-no's": personal attacks or threats, booing, heckling, cheering, inappropriate clapping, verbal outbursts, and distracting private conversations during proceedings. Also, signs are okay outside of the meeting room but are not allowed in it.

Commission Meeting Rules of Procedure (available at jeffersoncountyfl.gov) give the Chair control of the meeting, much like a judge controls his courtroom. These same rules also give the Chair a lot of flexibility to use his or her judgment in running an efficient and orderly meeting. So if you think you need help or more time, let the Chair know. If time allows, the Chair will usually grant reasonable requests.

Again, thanks for your interest. We're glad you're here!

NOTE: Except for Common Courtesy rules, slightly different guidelines may apply to public hearings and workshops.

Contact: Shannon Metty, County Coordinator (smetty@jeffersoncountyfl.gov 850-342-0223) | Agenda published on 04/26/2024 at 5:19 PM

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA, AUTHORIZING SUBMITTAL OF GRANT APPLICATIONS TO THE STATE OF FLORIDA HAZARD MITIGATION GRANT PROGRAM; AUTHORIZING THE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS TO ACCEPT AWARD AND EXECUTE GRANT AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Jefferson County, Florida is vulnerable to natural and man-made disasters that can cause loss of life and damage to public and private property; and

WHEREAS, the County has previously entered into grant agreements with the Executive Office of the Governor to accept grants awarded by the State of Florida Division of Emergency Management (FDEM); and

WHEREAS, FDEM issued Notice of Funding Availability DR-announcing the availability of Hazard Mitigation Grant Program (HMGP) funds as a result of the recent Presidential Disaster Declaration for Hurricane Idalia (FEMA 4734-DR-FL), which was declared on August 31, 2023 ; and

WHEREAS, HMGP funding is authorized by Section 404 of the Robert T. Stafford Disaster Relief Act to help communities implement measures to reduce or eliminate long-term risk to people and property from natural hazards and their effects via a contribution from the Federal Emergency Management Agency (FEMA) of 75-percent of the total amount approved under the award to implement eligible, cost effective mitigation measures, with the County as applicant responsible for the remaining 25-percent non-federal share; and

WHEREAS, Jefferson County is an eligible applicant according to the Code of Federal Regulations (CFR) because it is a local government with an approved Local Mitigation Strategy (LMS) in accordance with 44 CFR §201.6, prior to receipt of HMGP subgrant funding for projects; and

WHEREAS, FDEM requires that an authorized agent sign any grant application, and that if a local government delegates its signature authority, a copy of the resolution by the governing body authorizing the signature authority for the individual signing must be provided as part of the application.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Jefferson County, Florida as follows:

SECTION 1. RECITALS. The above recitals are true and correct and are hereby incorporated herein by reference.

SECTION 2. APPLICATION. The County Manager is hereby authorized to submit grant applications for HMGP program funds as a result of the recent Presidential Disaster Declaration for Hurricane Idalia (FEMA 4734-DR-FL) for the following projects on the Local Mitigation Strategy (LMS) Project List:

LMS Rank	Project Description	Estimated Cost	Non-Federal Match
4	Jefferson County Jail: Repairs and Waterproofing	\$250,400.00	\$62,600.00
5	Jefferson County Library Generator	<mark>\$218,000.00</mark>	<mark>\$54,500.00</mark>
7	Supervisor of Elections Parking Lot Drainage and Vegetation Removal	<mark>\$60,000.00</mark>	\$15,000.00
8	JeffersonCountyEmergencyManagement Mitigationof Roof and Windows	<mark>\$136,000.00</mark>	\$34,000.00
9	Jefferson County Solid Waste Storm Water Drainage	<mark>\$136,000.00</mark>	<mark>\$34,000.00</mark>
10	Jefferson County Sheriff Office Generator	<mark>\$218,000.00</mark>	\$54,500.00
11	Agricultural Extension Facility Generator	<mark>\$218,000.00</mark>	\$54,500.00
13	Senior Center Generator	<mark>\$162,000.00</mark>	<mark>\$40,500.00</mark>

SECTION 3. APPROVAL OF AWARD AND AUTHORIZATION TO ENTER AGREEMENT. The Board hereby approves the award of any of the grants named in Section 2 above and authorizes the Chairman of the Board of County Commissioners of Jefferson County, Florida, to execute any grant agreement concerning the same.

SECTION 4. EFFECTIVE DATE. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND DULY ADOPTED at the meeting of the Board of County Commissioners of Jefferson County, Florida on the _____ day of ______, 2024.

BOARD OF COUNTY COMMISSIONERS OF JEFFERSON COUNTY, FLORIDA

J.T. Surles, Chair

ATTEST:

Jason Welty Clerk of the Circuit Court

APPROVED AS TO FORM:

Heather J. Encinosa, Esq.

THIS AGREEMENT ("Agreement") is made and entered into by and between Gadsden County, a political subdivision of the State of Florida, Leon County, a charter county and political subdivision of the State of Florida, Jefferson County, a political subdivision of the State of Florida, Wakulla County, a charter county and political subdivision of the State of Florida (herein collectively referred to as "Counties"), and the Big Bend Jobs & Education Council, Inc. d/b/a CareerSource Capital Region, a Florida not for profit corporation (hereinafter referred to as "CSCR"), (all parties herein collectively referred to as "Parties").

WHEREAS, CSCR is a local workforce development board created under § 445.004, Fla. Stat. and is subject to Chapters 119 and 286, Fla. Stat., as well as S. 24, Art. I of the State Constitution; and

WHEREAS, Gadsden County, Jefferson County, Leon County, and Wakulla County comprise a local workforce development area (LWDA) under the Workforce Innovation and Opportunity Act of 2014, 29 USCS §3101 - §3361, United States Public Law 113–128 ("WIOA"), and Chapter 445, Fla. Stat., known as the "Workforce Innovation Act of 2000" ("Workforce Innovation Act"), and which implements the WIOA (collectively referred to herein as "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; and

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

WHEREAS, the WIOA requires that where a WDA 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 as the LWDA for the Capital Region, Region 5 ("LWDB"); and

WHEREAS, § 163.01, Fla. Stat., 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 agreement on July 1, 2023 ("Previous Agreement"); and

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

NOW THEREFORE, in consideration of the mutual promises and the conditions herein set forth, and pursuant to § 163.01, Fla. Stat., the Parties agree as follows:

- 1. Definitions.
 - A. "Agreement" means this Agreement, including any amendments or supplements hereto executed and delivered in accordance with the terms in this Agreement.
 - B. "Authority" means the WIOA and Workforce Innovation Act.
 - C. "CEO" means the Chief Executive Officer of CSCR.
 - D. "CFO" means the Chief Financial Officer of CSCR.
 - E. "CLEO" means the Chief Elected Executive Officer of a unit of general local government in a local area and, in a case in which a local area includes more than one unit of local government, the representative(s) under the agreement (interlocal, consortium, and other agreements) that specifies the respective roles.
 - F. "Consortium Chair" means the Chief Local Elected Official (CLEO) designated as the lead Chief Local Elected Official.
 - G. "Consortium" means the four-member board consisting of the appointed member of each Board of County Commission of each of the Counties, which shall perform the duties and responsibilities stated in Section 6 herein.
 - H. "Counties" means Gadsden County, Florida, Jefferson County, Florida, Leon County, Florida, and Wakulla County, Florida.
 - I. "CSCR" means the administrative entity of the LWDB.
 - J. "Fiscal Agent" means the individual or entity designated with the responsibilities and functions described in 20 CFR § 679.420.
 - K. "Insureds" means the CLEO, Counties, and the LWDB.
 - L. "LWDA" means the Local Workforce Development Area for the Capital Region, Region 5, consisting of the geographical boundaries of the Counties, and designated by the Governor of

the State of Florida as a local area pursuant to 29 USC §3121.

- M. "LWDB" means the Local Workforce Development Board and consists of the LWDA appointees who serve on the LWDB, which shall perform the duties and responsibilities stated in Section 8 herein.
- N. "One-Stop Operator" means the single entity or consortium of entities described in 20 CFR § 678.600.
- O. "Parties" means the Counties and the CSCR.
- P. "Previous Agreement" means that certain Interlocal agreement entered into by the Parties on July 1, 2015, and which is superseded by this Agreement.
- Q. "Programs" means workforce development programs operating within the LWDA and that are administered by the LWDB and CSCR.
- R. "State" means the State of Florida.
- S. "SWDB" means the state workforce development board and specifically refers to CareerSource Florida.
- T. "WDA" means a workforce development area under the Authority.
- U. "Workforce Development Services Provider" means an entity or individual who provides career services in the LWDA pursuant to an agreement with the One-Stop Operator.
- V. "WIOA" means the Workforce Innovation and Opportunity Act of 2014, 29 USCS §3101 §3361, United States Public Law 113–128.
- W. "Workforce Innovation Act" means Chapter 445, Fla. Stat., known as the "Workforce Innovation Act of 2000."
- X. Except as otherwise expressly provided herein, the definitions set forth in 29 USC §3102 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 Previous 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 delivered personally or sent by mail with postage pre-paid to the following addresses or to such other places as may be designated by the Parties from time to time.

The Parties are more particularly described as follows:

Gadsden County, Florida Board of County Commissioners 9 E. Jefferson Street Quincy, Florida 32351

Jefferson County, Florida Board of County Commissioners 1 Courthouse Circle Monticello, FL 32344 Leon County, Florida Board of County Commissioners 301 S. Monroe Street, 5th Floor Tallahassee, Florida 32301

Wakulla County, Florida Board of County Commissioners 3093 Crawfordville Hwy. Crawfordville, Florida 32327

Big Bend Jobs & Education Council, Inc. d/b/a CareerSource Capital Region Chief Executive Officer 2601 Blair Stone Road Building C, Suite 200 Tallahassee, FL 32301

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, Fla. Stat., which legal descriptions are incorporated herein by reference. This geographical area represents the area to be served under this Agreement.

5. Counties – Authority, Duties, and Responsibilities.

Acting as the CLEO under the Authority, as required by § 445.007, Fla. Stat., the Board of County Commissioners of each of the Counties has created the LWDB, which has the following authority, duties, and responsibilities:

- A. Appoint and reappoint one of its members to serve on the Consortium.
- B. Appoint members to the LWDB within 90 days of an LWDB member resigning or being removed for cause.

- C. Remove its appointed LWDB members, or the Executive Director of the LWDB, for cause. "Cause" includes, but is not limited to, conviction of a crime involving moral turpitude or dishonesty; intentional and flagrant violation of the appointing County's or the CSCR policies, by-laws, or standard of conduct, including any ethical violation; any conduct the appointing County determines to be detrimental to such County, CSCR, or to the purposes and objectives of the workforce development system; provided, however, that removal of the Chair of the CSCR Board requires approval by all the Counties.
- D. Provide Program oversight necessary to ensure the effective and efficient delivery of all services as required by the Authority.
- E. Ensure, through LWDB meetings, CSCR staff presentations, and Consortium feedback, as well as by approval of CSCR policies, reports, and other agreements, that CSCR has and maintains adequate administration, controls, and management for funds and Programs administered by CSCR including, but not limited to, such activities as receipts and disbursement of funds, monitoring, evaluation, and contracting.
- F. 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.
- G. Maintain communication with CSCR necessary to carry out the objectives of this Agreement.
- H. Exert every necessary and reasonable effort to resolve disagreements between the Counties and CSCR.
- I. Request local area designation (as prescribed in Administrative Policy 94)
- J. Request LWDB Certification (as prescribed in Administrative Policy 91)
- K. Designate a fiscal agent (if not serving as grant recipient)
- 6. Consortium Duties and Responsibilities.

Each member of the Consortium shall be a voting member of the Consortium. The Consortium shall meet a minimum of two times per year. The Consortium will exercise approval authority, which approval will not be unreasonably withheld, over the budget adopted by the LWDB prior to submittal to the SWDB and then the Florida Department of Commerce. The Consortium will also review and approve the annual audit of the CSCR.

Consortium members will be non-voting members of the LWDB; however, through partnership with the LWDB, it is expected the Consortium members:

• Attend the LWDB meetings once per quarter

- Relay feedback relative to initiatives or employment challenges presented in the counties for which they serve
- Provide direction to the LWDB and its staff on matters related to the selection of a One-Stop Operator and Workforce Development Services Provider and the creation of the four (4) year local plan
- Communicate suggestions for improvement based on their experience and feedback from constituents
- Establish and provide input to create or update the by-laws of the LWDB
- Provide input on the negotiation and agreement on the LWDB's local performance measures with the state
- 7. LWDB Composition, Selection, and Term.
 - A. <u>Composition</u>. As provided in 29 USC §3122, and subject to any additional criteria established by the Governor of the State and the SWDB, the LWDB shall be composed of members meeting the following criteria:
 - i. A majority (51%) of the LWDB shall be representatives of business in the LWDA, 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.
 - (d) Are not current members of the local area's Education and Industry Consortium as defined by CareerSource Florida's Strategic Policy 2023.09.19.A,2.

ii. Not less than twenty percent (20%) of the LWDB shall be representatives of the workforce within the LWDA, who:

- (a) Shall include at least two (2) representatives of labor organizations who have been nominated by local labor federations; if no employees in the LWDA are represented by labor organizations, two (2) other representatives of employees will be included;
- (b) Shall include at least one (1) representative, who shall be a member of a labor organization or a training director, from a joint labor-management apprenticeship program; If no union affiliated registered apprenticeship programs exist in the area, a representative of a non-union affiliated registered apprenticeship program must be appointed, if one 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. Include representatives of entities administering education and training activities in the LWDA, who:

- (a) Shall include a representative of eligible providers administering adult education and literacy activities under Title II of WIOA;
- (b) Shall include a representative of institutions of higher education providing workforce investment activities, including community colleges;
- (c) Shall include a representative of a private education provider, if a public education or training provider is represented on the LWDB. The CareerSource Florida Board of Directors may waive this requirement if requested by a LWDB if it is demonstrated that such a representative does not exist.
- (d) 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.
- (e) Are not current members of the local area's Education and Industry Consortium as defined by CareerSource Florida's Strategic Policy 2023.09.19.A,2.

iv. Shall include representatives of governmental and economic and community development entities serving the LWDA, who:

- (a) Shall include a representative of economic and community development entities;
- (b) 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;
- (c) May include representatives of agencies or entities administering programs serving the LWDA relating to transportation, housing, and public assistance; and

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

v. May include such other individuals or representatives of entities as the CLEO may determine to be appropriate.

- B. Selection.
 - i. The Chairperson of the LWDB shall be a representative of business in the LWDA and shall be selected by the members of the LWDB to serve for a term of no more than two (2) years and shall serve no more than two (2) terms.

ii. Local business organizations and business trade associations shall submit nominations to the Counties. Such nominations must comply with the composition requirements set forth in Section 7.A.i. above. The Board of County Commissioners of Leon County, Florida, shall appoint seven (7) members to the LWDB. The Board of County Commissioners of Gadsden County, Florida, shall appoint three (3) members to the LWDB. The Board of County Commissioners of Wakulla County, Florida, shall appoint two (2) members to the LWDB, and the Board of County Commissioners of Jefferson County shall appoint (2) members.

iii. Federal and WIOA specified partners on the LWDB will be appointed by their appointing authorities. For example, Vocational Rehabilitation will appoint a regional director to serve on the LWDB.

iv. The importance of minority and gender representation shall be considered when making appointments to the LWDB.

- v. New appointments shall be made when necessary to fill vacancies.
- C. <u>Term.</u> LWDB members shall be appointed for a fixed four (4) year term and may serve until their successors are appointed. Each LWDB member may serve for a maximum of eight (8) years of consecutive service.
- 8. LWDB Powers, Duties and Responsibilities.
 - A. The LWDB was created for the purpose of collectively carrying out the Counties' responsibilities as CLEO under the Authority. The LWDB members cannot appoint proxies to serve on their behalf.
 - B. The LWDB shall make all policy decisions for the LWDB pursuant to the authorizing legislation under which grants are made available and awarded to the CSCR as the LWDB sub-grantee recipient and Fiscal Agent for the Programs.
 - C. In addition to any other duties and functions specified by the SWDB or other law, the LWDB shall have the following powers, duties, and responsibilities:

- a. Conduct meetings using any method of telecommunications, including establishing a quorum through telecommunications, provided that the public is given proper notice of the telecommunications meeting and reasonable access to observe and, when appropriate, participate.
- b. Comply with chapters 119 and 286 and s. 24, Art. I of the State Constitution.
- c. Ensure that its members file disclosures and statements of financial interest as required in § 445.007(1), Fla. Stat.
- d. Develop, submit, ratify, or amend the local plan pursuant to the Authority.
- e. Enter into any agreements necessary to designate CSCR as the administrative entity and fiscal agent of the LWDB.
- f. Perform oversight of and provide direction to CSCR personnel.
- g. Provide ongoing oversight related to administrative costs, duplicated services, career counseling, economic development, equal access, compliance and accountability, and performance outcomes of the CSCR and LWDB.
- h. Oversee the one-stop delivery system in the LWDB.
- i. Ensure that its members participate in the SWDB training program to ensure the members are familiar with the State's workforce development goals and strategies.
- j. Designate all local service providers consistent with the requirements of § 445.007(6), Fla. Stat.
- k. Adopt a committee structure consistent with the Authority and policies established by the SWDB. The importance of minorities and gender representation shall be considered when appointments are made to any committees established by the LWDB.
- I. Apply the procurement and expenditure procedures required by federal law and policies of the Florida Department of Commerce and the SWDB for the expenditure of federal, state, and non-pass-through funds. The making or approval of smaller, multiple payments for a single purchase with the intent to avoid or evade the monetary thresholds and procedures established by federal law and policies of the Florida Department of Commerce and the SWDB is grounds for removal for cause.
- m. Comply with all federal and state laws, regulations, rules, and policies related to per diem and travel expenses, reimbursements, tokens of recognition, promotional items, and entertainment costs and recreational activities as these terms are defined by 2 C.F.R. part 230.
- n. Comply with the statewide fiscal policy developed by the SWDB and applicable to the LWDB.

- o. Comply with the requirements of § 445.007(11), Fla. Stat., before contracting with a member of the LWDB or a relative of a LWDB member.
- p. Develop a budget for the purpose of carrying out the duties of the LWDB as enumerated in this Section and the Authority, subject to the approval of the Consortium.
- q. Submit the annual budget for review to the SWDB no later than two (2) weeks after the chair approves the budget.
- r. Apply for and accept grants, loans, and subsidies from any governmental entity for the purposes of workforce development, and to comply with all requirements and conditions imposed in connection therewith.
- s. Adopt procedures and administrative rules to effectively carry out the LWDB's polices and decisions in a manner that does not conflict with the Authority and other applicable federal and State laws, rules, and policies.
- t. Make and enter into contracts or other instruments necessary or convenient to exercise its powers.
- u. Enter into agreements with other governmental entities within or outside the boundaries of the LWDB for joint performance related to workforce development.
- v. Acquire, by purchase, gift, devise or otherwise, and to dispose of, real or personal property, or any estate herein, subject to compliance with all applicable federal and State statutes, rules, and regulations.
- w. Sue and be sued in its own name or in the name of LWDB, and to retain special counsel.
- x. Incur debts, liabilities, or obligations that do not constitute the debts, liabilities, or obligations of the Counties to this Agreement.
- y. Lease, as lessor or lessee, to or from any person, firm, corporation, association or body, public or private, facilities or property of any nature for the use of the LWDB, the LWDA, or any of its contractors, to carry out any of the purposes authorized by this Agreement.
- z. Determine the manner in which funds shall be disbursed or paid, including the manner in which funds shall be disbursed or paid by CSCR on behalf of LWDB.
- aa. To determine the manner in which any fee for service income, unrestricted income, or surplus funds may be expended;
- (a) Surplus funds that constitute any carry over monies from one grant year to the next shall be expended in accordance with USDOL or State statutes and regulations;

(b) Surplus funds that constitute program income as defined by federal or State regulations shall be expended in accordance with applicable statutes and regulations;

(c) Any other surplus funds that do not have to be expended pursuant to subparagraphs i. and ii. above, or do not have to be expended in the furtherance of workforce development programs, shall be expended in any manner that would further the public interest as it relates to workforce development, or may be used to repay the debts of the LWDB Board and LWDB. The decision as to how the expenditures shall be made shall be done at a public meeting of the LWDB by motion and majority vote of the LWDB members present.

- bb. To authorize the CEO to enter into and approve Incumbent Worker Training, individual OJT, work experience, community work experience, and customized training or to delegate such responsibilities to the provider approved by the LWDB for the provision of such services in accordance with polices established by the LWDB or the CEO, as appropriate.
- cc. To authorize the CEO to negotiate, enter into, and execute contracts and issue purchase orders following approval of the LWDB, as appropriate.
- dd. To authorize the CEO to enter into contracts and make purchases in accordance with the procurement and purchasing guidelines approved as part of the LWDB Administrative Plan filed with the State. Purchases shall include services, supplies, consultant agreements, materials, equipment, and leased space.
- ee. To authorize the CEO to draft rules, policies, and procedures to be approved by the LWDB.
- ff. 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.
- D. The LWDB shall support the Programs and any costs incidental to the operation of such Programs by grant funds appropriated to it under WOIA, other workforce development or welfare legislation, or other grants by or through other federal, State, or local sources. Additionally, the LWDB is authorized to accept any other grants in aid or assistance funds from the United States Government or to accept appropriations from any of the Counties, or any other organization or person, including the acceptance of gifts, grants, or bequests whether it be in the form of tangible or intangible property. No funds will be required from the treasuries of the Counties; it being the intent of this Parties that all funding of the Programs and the LWDB be accomplished by grants and funds available pursuant to Programs, including but not necessarily limited to WIOA and any other State and federal grants or other funding.
- 9. LWDB Meetings.
 - A. All LWDB meetings shall be subject to requirements of, and compliance with, Chapter 286, Fla. Stat., and § 445.007(1), Fla. Stat.

- B. The Chairperson, or Vice Chair in the absence of the Chairperson, shall preside over LWDB meetings.
- C. A quorum at any LWDB meeting shall consist of at least 51% of the LWDB members.
- D. Matters coming before the LWDB shall require the affirmative vote of at least 51% of the voting members present. However, prior to entering into any contracts with an organization or individual represented on the LWDB, the contract must be approved by a 2/3 vote of the LWDB and the LWDB member who could benefit financially from the transaction must abstain from voting on the contract.
- E. Meetings of the LWDB shall not conflict with public workshops or meetings scheduled by the Gadsden County Board of County Commissioners, the Jefferson County Board of County Commissioners, the Leon County Board of County Commissioners, or the Wakulla County Board of County Commissioners.
- 10. CSCR LWDB Administrative Entity.
 - A. The LWDB has designated CSCR as the LWDB sub-grantee recipient and Fiscal Agent for all WIOA funds and any other grant funds allocated to the LWDB and LWDA for the Programs, pursuant to § 445.007, Fla. Stat. In that capacity, CSCR shall act as its own administrative entity, and be responsible for all Program activities as required by the Authority, including and/or subject to the following:
 - i. CSCR shall employ personnel to carry out the effective and efficient operation of the Programs, as defined in the Four-Year Local Plan, and to provide necessary technical assistance to any sub-grantee's providing services under the oversight of the CSCR and guidance of the LWDB.
 - ii. The CEO of CSCR shall be of sufficient competence and experience to organize and train personnel as necessary to conduct the functions and operations of the CSCR as provided in this Agreement.
 - B. Pursuant to WIOA and in accordance with the requirements established by the Governor of the State, CSCR shall develop and present the Four-Year Local Plan to the Counties for review and approval. Upon approval and execution of the plans by the Counties when required by the Authority, the CSCR will submit the Four-Year Local Plan to the SWDB and the Florida Department of Commerce.
 - C. As authorized, approved, or directed by the LWDB, the CSCR shall:
 - i. Prepare planning documents required by applicable state and federal law and, after any required approval by the Counties, submit them to the appropriate funding authorities for approval.

- ii. Prepare and submit an annual budget for the proper expenditure of all funds allocated to CSCR for approval by the Consortium.
- iii. Direct the receipt and expenditure of funds in accordance with the Authority, this Agreement, approved Four-Year Local Plan and budget, and/or all applicable federal, State or local laws.
- iv. Execute contracts, sub-grants, and other agreements necessary to carry out the Programs authorized by the SWDB and the Florida Department of Commerce, including making the designation of the one-stop operator, selecting and designating youth service providers, identifying eligible providers of adult and dislocated worker intensive and training services, and maintaining a list of those providers with performance and cost information.
- v. Reach agreement with the Governor of the State and SWDB on local performance measures.

vi. Recommend policy and develop procedures for Program management, planning, operation, evaluation and other necessary functions;

vii. 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 Department of Commerce;

viii. Establish and maintain such committees as determined by the LWDB.

ix. Establish and maintain in-force agreements with each of the required one-stop partner agencies;

x. As the Fiscal Agent, collect, account for, invest, and expend Program income generated by Program activities pursuant to the Authority and State requirements and approved CSCR bylaws, procurement policies, and finance and accounting policies.

xi. Conduct oversight with respect to activities, Programs and expenditures under WIOA and such other federal programs that assign responsibility for oversight over activities, Programs, and expenditures. Oversight shall include monitoring related to administrative costs, avoiding duplicated services, providing career counseling, working with economic development, providing equal access, and ensuring compliance and accountability to meet performance outcomes.

xii. Enforce all agreements and take action against any sub-recipient or vendor for abuse in the Programs in order to protect the funds and the integrity of the Programs, subject to final approval or ratification by the LWDB.

xiii. Coordinate workforce investment activities with economic development strategies regionally and develop strong employer linkages.

xiv. Promote private sector involvement in the statewide workforce investment system through effective brokering, connecting, and coaching activities through intermediaries in the WBA or through other organizations to assist employers in meeting hiring needs.

xv. Develop and administer a system to hear and resolve all grievances or complaints filed by participants, subcontractors, or other interested parties as required by the Authority or regulations, subject to approval by the Counties when approving the Four-Year Local Plan and amendments.

xvi. Develop fiscal controls, accounting, audit, and debt collection procedures to assure the proper disbursal of, and accounting for, funds received under WIOA, with at least fifty percent (50%) of the Title I funds for Adults and Dislocated Workers that are passed through to CSCR and allocated to and expended on Individual Training Accounts unless the SWDB grants a waiver for a lower percentage.

xvii. Make the annual audit conducted in accordance with OMB Super Circular 900 200 available to the Counties and the general public on the CSCR website - www.careersourcecapitalregion.com.

xviii. Maintain insurance coverage sufficient to protect the Counties under this Agreement.

xix. Perform any other functions as necessary or appropriate to meet its responsibility for the operation of the Programs.

- D. CSCR 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 the LWDB may deem appropriate and necessary.
- E. CSCR shall perform or cause to have performed internal audits and monitoring of all funds as required by the Authority and in accordance with the provisions of Sections 8 and 10 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 and Consortium.
- F. CSCR shall adopt such procedures to ensure compliance with applicable conflict of interest and public meetings laws.
- G. In order to exercise its independent Program oversight, CSCR shall not serve as the one-stop operator and/or a direct service provider of certain components or all components of workforce services unless deemed necessary by the LWDB.
 - H. CSCR shall promote and solicit participation by the business community in the Programs in order to maximize services to eligible residents in the LWDA.

- I. CSCR shall collect or have collected appropriate labor market information to determine business and industry needs for specific job categories in the LWDA.
- J. CSCR shall approve, in conjunction with the Counties, all plans as may be required under the Wagner-Peyser (employment services) Act.
- K. CSCR shall exert every reasonable and necessary effort to resolve disagreements between CSCR and the Counties.
- L. CSCR shall comply with all the filing and other requirements mandated by the Florida not-forprofit corporation statutes and applicable IRS regulations and filings.
- M. CSCR shall complete and submit all assurances and certifications as required by Program funding sources.
- 11. Financial Responsibility for the Program.

As provided in the WIOA, the Board of County Commissioners of each of the Counties, as the CLEO, is not relieved of liability for the misuse of grant funds by the designation of CSCR as sub-grantee and Fiscal Agent as provided herein. However, as authorized by WIOA, to provide assurances to and protection for the CLEO, CSCR agrees to the following:

A. <u>Indemnification</u>. Unless determined to be contrary to applicable law, CSCR shall indemnify, defend, and hold harmless the Board of County Commissioners of each of the Counties, its agents and employees, from all claims, suits, judgments or damages caused by CSCR, its agents or employees' negligent act or omission in the performance of its obligations under this Agreement. CSCR 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 the tortfeasor County, its agents and employees.

B. <u>Disallowed Cost Liability.</u> In the event CSCR is determined to be responsible for any disallowed costs, through whatever means, CSCR 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, CSCR 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.

C. <u>Additional Financial Assurances.</u> During the term of this Agreement, in addition to any other remedies provided by law, the Authority, or this Agreement, in the event the Counties determine that additional financial or performance assurances are necessary to protect the interests of the Counties, as the CLEO, after written notice to CSCR, the Counties may require that CSCR:

- i. Withhold payments from its designated one-stop operator(s) or service provider(s);
- ii. Provide for the retainage of a portion of payments due on any contracts and payments thereon;
- iii. Make any appearances in any proceedings or conduct any reviews or examinations the Counties deem necessary; or
- iv. Post such security, as the Counties deem necessary, for the performance of any obligations as provided in the Authority or this Agreement.
- 12. Term and Termination.
 - A. <u>Term.</u> This Agreement shall become effective and commence on January 1, 2024, the "Effective Date", and shall continue through June 30, 2028, 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. <u>Termination for Convenience</u>. The Counties or CSCR may terminate this Agreement, without cause, by giving one hundred fifty (150) days prior written notice of the termination.
 - C. Termination for Default.
 - i. Each of the following shall constitute an Event of Default:
 - (a) 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;
 - (b) The written admission by CSCR that it is bankrupt, or the filing of a voluntary petition under the Federal Bankruptcy Act, or the consent by CSCR to the appointment by a court of a receiver or trustee or the making by CSCR 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 CSCR's property or business, or the dissolution or revocation of its corporate charter.
 - ii. 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. <u>Termination of Funding</u>. In the event that sufficient budgeted federal formula funds are not available for a new fiscal period, the Counties shall notify CSCR of such occurrence, and the Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the Counties.
- 13. Modification.

This Agreement may be modified in writing by the mutual consent of the Parties, consistent with the Acts, Regulations or any rule promulgated thereto.

14. Resolution of Disagreements.

To facilitate the timely and effective resolution of any controversy or dispute that may arise under this Agreement, the Chairperson of LWDB and the Administrator 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 nonbinding mediation. The dispute will be mediated by a mediator chosen jointly by CSCR 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 ("ADR") 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.

15. 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.

16. Filing of Agreement.

This Agreement shall be filed with the Clerk of each of the Counties.

THIS AGREEMENT IS ENTERED INTO ON BEHALF OF:

GADSDEN COUNTY

APPROVED AS TO FORM:

BY:__

AGREEMENT BETWEEN BIG BEND JOBS EDUCATION COUNCIL, INC. d/b/a CAREERSOURCE CAPITAL REGION, GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS, JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS, LEON COUNTY BOARD OF COUNTY COMMISSIONERS, AND WAKULLA COUNTY BOARD OF COUNTY COMMISSIONERS				
Gadsden Consortium Member, Commissioner Kimblin NeSmith	Gadsden County Attorney:			
	ATTEST: Gadsden County Clerk of the Circuit Court			
	BY: Gadsden County Clerk of the Circuit Court			
Date of Commission Action	Gadsden County Clerk of the Circuit Court			
JEFFERSON COUNTY	APPROVED AS TO FORM:			
	BY:			
Jefferson Consortium Member, Commissioner Chris Tuten	BY: Jefferson County Attorney:			
	ATTEST: Jefferson County Clerk of the Circuit Court			
	BY: Jefferson County Clerk of the Circuit Court			
Date of Commission Action	Jefferson County Clerk of the Circuit Court			
LEON COUNTY	APPROVED AS TO FORM:			
	BY: Leon County Attorney:			
Leon Consortium Member, Commissioner Nick Maddox	Leon County Attorney:			
	ATTEST: Leon County Clerk of the Circuit Court			
	BY: Leon County Clerk of the Circuit Court			
Date of Commission Action	Leon County Clerk of the Circuit Court			
WAKULLA COUNTY	APPROVED AS TO FORM:			
	BY:			
Wakulla Consortium Member, Commissioner Quincee Messersmith	Wakulla County Attorney:			
	ATTEST: Wakulla County Clerk of the Circuit Court			
	BY:			
Date of Commission Action	BY: Wakulla County Clerk of the Circuit Court			
BIG BEND JOBS & EDUCATION COUNCIL, INC. d/b/a CareerSource Capital Region	APPROVED AS TO FORM:			
	BY:			
CareerSource Capital Region Chairperson, Kevin Vaughn				
Board Secretary, Amber Tynan	Date Passed:			



Mark A. Nowak 617.345-3898 Manowak@burnslev.com

April 1, 2024

Jefferson County Literary Alliance c/o Jefferson County R.J. Bailar Public Library Natalie Binder 375 S. Water St Monticello, FL 32344

Re: Grant Award Agreement

Dear Ms. Binder:

I represent a charitable foundation that wishes to remain anonymous. The Board of Trustees of the Foundation, which will be referred to herein as "the Grantor," is pleased to inform you that it has approved a grant to the Jefferson County R.J. Bailar Public Library (JCPL), referred to as "the Grantee," in the amount of \$510,900 (the "Grant"), pursuant to the terms and conditions set forth herein.

To maintain the anonymity of the Grantor, the grant award will be distributed from a funding account under my signature. All communications and reports required below by the Grantor should be sent directly to me.

The Grantor and the Grantee agree as follows:

- 1. **Purpose of the Grant.** The Grantee shall expend the Grant solely and exclusively for the purpose of conducting literacy programs which shall be operated by the Jefferson County Literacy Alliance, a library-administered literacy program in Jefferson County, Florida. The Grantee shall expend the Grant as set forth in the Budget attached hereto as Schedule A and incorporated herein.
- 2. **Payment and Grant Period.** The Grantor shall pay the Grant to the Grantee in three allocations, the first installment occurring immediately upon the Grantee's acceptance of the terms of this Grant Award Agreement. The Grant funds will be paid as follows, provided that the Grantee follows the terms and conditions of this agreement at the time of the payment, including fully meeting the reporting requirements set forth below:

Monticello Public Library Grant Award Agreement April 1, 2024 Page 2

Amount:

Date:

\$170,300	October 1, 2024
\$170,300	October 1, 2025
\$170,300	October 1, 2026

- 3. **Rollover of Funds.** While the Grantor intends that the Grant allocations be fully expended on literacy programs during each fiscal year of the Grant, the Grantor understands that permitting rollover of a portion of Grant funds will allow the Grantee more flexibility year-to-year. Thus, if the Grantee wishes to roll over Grant funds from one fiscal year to the next, the Grantee shall provide a written request to the Grantor at least sixty days prior to the end of the fiscal year seeking permission to rollover a specified amount of Grant funds. The Grantor will likely accede to the Grantee's request but reserves the right to receive a refund of the unexpended portion of that year's allocation from the Grantee or apply the rollover to the next year's allocation.
- 4. **Return of Unused Funds and Termination of Grant** Any funds not expended for the purposes of the Grant shall be returned to the Grantor. Should the Grantor determine that any Grant funds have been expended for any other purpose, the Grantor shall have the right to withhold any remaining Grant payments and receive repayment of funds used for any other purpose not specified in this Agreement. Either party may terminate this agreement without penalty if the Grantee is unwilling or unable to fulfill the grant requirements, or if unforeseen circumstances require the end of the program. If this Agreement is terminated by either party, any remaining Grant funds will be returned to the Grantor within ninety (90) days.
- 5. **Grant Restrictions.** The Grant is intended solely to supplement municipal and any other appropriations and may not be used to supplant or in any way replace General Fund or regular budgetary appropriations of the County of Jefferson, State of Florida, or any other funding authority. Should the Grantor determine that appropriations to the Jefferson County R.J. Bailar Public Library are being reduced in consideration of this Grant Award then the Grantor may terminate the Grant, acting in its sole discretion, at any time.
- 6. Legal and Fiduciary Authority. The Grantee shall be given full and complete legal and fiduciary authority and responsibility for the Grant and shall have full and sole signatory authority for any account into which Grant funds are deposited. Natalie Binder, the Director of the Jefferson County R.J. Bailar Public Library, or her successor, shall have signatory authority for distributing Grant funds.
- 7. Accounts. The Grantee shall deposit Grant payments into one or more accounts over which it has sole legal and signatory authority, and from which amounts may be

Monticello Public Library Grant Award Agreement April 1, 2024 Page 3

expended solely for Grant purposes. Such accounts may also hold grants from other Grantors for the purposes of this Grant. No Grant funds may be intermingled with other municipal funds.

- 8. **Prohibited Activities.** The Grant shall be expended exclusively for charitable, scientific, literary, or educational purposes as defined under Internal Revenue Code § 501(c)(3). Grant funds may not be used to influence legislation or the outcome of any election, to carry on a voter registration drive, to make grants to individuals for study, or otherwise to inure to the private benefit of any individual.
- 9. Reports. The Grantee agrees to provide a narrative and financial report to the Grantor within sixty days of the close of each fiscal year in which Grant funds are received and/or expended. The reports will describe compliance with the terms of the Grant and progress made in accomplishing the purposes of the Grant and will provide financial information detailing Grant expenditures. A final report will be submitted to the Grantor within sixty days of completion of the project or activities for which the grant is awarded. All such reports shall be signed by an authorized representative of the Grantee.
- 10. **Site Visits.** At Grantor's request, Grantee agrees to allow representatives of Grantor to visit the site of the activities for which Grant funds are expended, for the purpose of confirming use of Grant funds for approved purposes under this Agreement.
- 11. **Records Maintenance and Inspection.** The Grantee shall maintain, for a period of at least four years after the Grant funds are expended, separate records with respect to the receipt and expenditure of Grant funds. The Grantee shall make its books and records available to the Grantor. The Grantor may monitor and conduct an evaluation of operations under this Grant, discuss the program with Grantee personnel and review financial and other records and materials connected with the activities financed by this Grant.
- 12. Force Majeure. Grantor shall not be obligated to make Grant payments under this Agreement if unable to do so by virtue of circumstances beyond its control, including, but not limited to, a lack of available funds, inability to access funds, or so-called Acts of God.

Monticello Public Library Grant Award Agreement April 1, 2024 Page 4

If this Agreement meets with your approval and you accept the above terms, kindly signify your acceptance by signing both enclosed originals and returning one original to me.

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Sincerely,

Mark A. Nowak, Esq. Burns & Levinson LLP

Accepted and Agreed To:

[Jefferson County Literary Alliance]

By: ______ Printed Name and Title: ______

Annual budget breakdown

Consultant (Literacy Coach, Ph.D., Program lead/Facilitator & Content Specialist)	\$100,000
ABC-123 Literacy Events (12x a year at \$2,500 per event)	\$30,000
Dolly Parton Imagination Library (\$43 per year *100 children)	\$4,300
Professional Development (4x per year at \$2,000 per event)	\$8,000
Outreach (4x per year at \$2,000 per event)	\$8,000
Advertising, Promotion & Printing	\$6,000
Operating Supplies	\$8,000
Program Administrative Costs	\$6,000
Total	\$170,300