

# **MEMORANDUM OF AGREEMENT**

**BETWEEN**

**THE CITRUS, LEVY, MARION REGIONAL WORKFORCE DEVELOPMENT  
BOARD, INC.**

**AND**

**THE CITRUS, LEVY, MARION WORKFORCE  
DEVELOPMENT CONSORTIUM**

**THIS AGREEMENT** is made and entered into between the Citrus, Levy, Marion Regional Workforce Development Board, Inc., hereinafter referred to as the **CLMRWDB**, and the Citrus, Levy, Marion Workforce Development Consortium, hereinafter referred to as the **CLMWDC**, for the purpose of establishing a Workforce Development Partnership, as authorized and provided for under Public Law 113-128, enacted by the Congress of the United States, which act is known as the "Workforce Innovation and Opportunity Act (herein after referred to WIOA), and Florida Statutes (F.S.) Chapter 445, and for the purpose of establishing an integrated management and control structure for the provision of job training, job placement and related benefits service.

## **WITNESSETH:**

**WHEREAS**, the receipt and expenditure of WIOA funds authorized for certain Workforce Development Programs within local Workforce Development Areas (WDA) are dependent upon the establishment of a partnership between business and government; and

**WHEREAS**, the Governor on the part of the State of Florida has designated the counties of Citrus, Levy and Marion as a WDA; and

**WHEREAS**, the Counties of the WDA each represented by an Elected Official appointed by the governing board, have formed the **CLMWDC** through adoption of an Amended Interlocal Agreement pursuant to Florida Statutes, Chapter 163.01 to carry out these local governments' responsibilities within their collective and respective boundaries for the purpose of Workforce Development; and

**WHEREAS**, the **CLMRWDB**, representing business by its private sector majority, has been duly appointed by the **CLMWDC**; and

**WHEREAS**, the **CLMRWDB** is empowered and has the responsibility under the WIOA to provide policy guidance for, and exercise oversight with respect to, activities under a Plan for the WDA in partnership with the **CLMWDC**; and

**WHEREAS**, the WIOA requires the **CLMRWDB** and the **CLMWDC** to define the scope of their partnership by means of an Agreement; and

**WHEREAS**, the U.S. Department of Labor, has encouraged the development of a workforce development system governed by local workforce investment boards; and

**WHEREAS**, the purpose of these local boards is to develop local workforce development policies and strategies; to oversee the management and administration of those policies and strategies; and to develop an approach which consolidates the delivery of those workforce development strategies into a comprehensive, customer-centered system at the local level in concert with the chief elected officials of the local governments; develop broad regional plans that promote economic development through a trained workforce; and

**WHEREAS**, within the WDA comprised of Citrus, Levy and Marion Counties, there currently exists an effective, efficient and highly successful delivery system of federally and state-funded employment and training programs which are not customer-centered; and

**WHEREAS**, the programs envisioned under the control of the local workforce development boards include, but are not limited to, those funded through the WIOA, the Wagner-Peyser Act, Perkins vocational training, school-to-work transition programs, vocational rehabilitation, Job Opportunity Basic Skills Program (JOBS), Welfare to Work (WTW), Supplemental Nutritional Assistance Program (SNAP), Re-Employment Services and other workforce development programs and services;

**NOW THEREFORE**, be it resolved that this Agreement be made and entered into by the **CLMRWDB** and **CLMWDC** pursuant to WIOA, and that the parties mutually agree as follows:

I. Authorities and Responsibilities Held Jointly by CLMRWDB and CLMWDC

A. It is the joint responsibility and responsibility of both parties to ensure effective service delivery to provide the most beneficial program services possible to the eligible residents of the WDA. It is further the shared responsibility of all sectors of the community to participate in the provision of program services.

B. **CLMWDC** hereby designates CLMRWDB as the grant recipient and administrative entity for the WDA for the period July 1, 2020 through June 30, 2025.

C. **CLMRWDB** and **CLMWDC** shall jointly submit an approved local Workforce Development Plan to the Governor in accordance with the provisions of the WIOA and other applicable laws. CLMRWDB shall develop, in concert with other workforce investment boards within the workforce development region prescribed by the Governor, and present to the CLMWDC, a regional workforce development plan in accordance with Section 106 (c) of WIOA, to be approved and forwarded to the Governor.

D. **CLMRWDB** and **CLMWDC** shall decide the allocation of funds for the Workforce Development Plan's Budget.

E. **CLMRWDB** and **CLMWDC** shall jointly select and approve of the One Stop Operator.

F. CLMRWDB and CLMWDC shall jointly approve locally negotiated performance measures. These measures will be negotiated by the senior management of CLWRWDB and presented to CLMRWDB for review and approval; and then to CLMWDC for final approval at the next regularly scheduled meetings of each body. CLMRWDB staff shall report performance metrics to each body at least quarterly. Any performance incentives shall be incorporated into the operational budget for the general good of the workforce area.

G Because the WIOA indicates that a partnership exists that requires mutual agreement on certain matters, any disputes between the partners to this Agreement shall be resolved by a mutually satisfactory negotiation. It is understood that in accordance with the WIOA, the failure to resolve any dispute to the mutual satisfaction of both parties regarding the WFR's make-up, submission of the Workforce Development Plan, designation of an administrative entity and grant recipient, or **CLMRWDB's** make-up shall result in the forwarding of the unresolved matter to the Governor of the State of Florida for resolution.

## II. Authorities and Responsibilities of the CLMRWDB

**CLMRWDB** shall:

A. Develop, review and approve the Workforce Development Plan for the WDA and the Regional Plan (WIOA, 106 (c);

B. Provide policy guidance in the development of Workforce Development activities and for the provision of services;

C. Provide oversight of Workforce Development programs, activities and services conducted under the Workforce Development Plan;

D. Solicit the input and participation of the local business community in the development and provision of program services to eligible residents of the WDA;

E. Develop By-Laws to determine its operation;

F. Have the authority to:

1. Develop and approve a budget for itself within the parameters established in the Workforce Development Plan's provisions and WIOA Budget contained therein;

2. Select and hire a staff; and establish criteria for its chief executive to be approved by CLMWDC;

3. Develop and prepare five year local and regional Workforce Development Plans for approval by the **CLMRWDB** and by the **CLMWDC**;

4. Provide staff support to the **CLMWDC**;

5. Collect data necessary for management and evaluation and the preparation of required and desired reports;

6. Exercise oversight with respect to activities under the Workforce Development Plan;

8. Arrange for service delivery through non-financial agreements; and contracts.

9. Procure all goods, services and property, including the maintenance and inventorying thereof, necessary for its proper operation;

10. Procure annual audits of funds and resolve any questions arising therefrom and provide copies of same, as well as an audited financial statement, to the **CLMWDC** annually;

11. Develop and maintain procedures to hear and resolve grievances;
12. Perform such other duties as are necessary to fulfill its obligations and responsibilities under this Agreement and applicable Federal and State laws, rules, policies and plans;
13. Procure director's and officer's and other liability insurance on behalf of itself and the **CLMWDC** to the extent that such insurance is available, budgetarily feasible, and allowable as an expense;
14. Provide quarterly reports to the **CLMWDC**; and
15. Remove **CLMRWDB** members for cause per procedures established by the **CLMWDC**; and

### III. Authorities and Responsibilities of the CLMWDC

The **CLMWDC** shall:

- A. Review and approve the Workforce Development Plans for the WDA and Regional Programs;
- B. Provide public policy guidance in the development of job training activities and provision of services under the Workforce Development Plan;
- C. Establish the **CLMRWDB**, appoint members to the **CLMRWDB** if such authority is delegated to individual **CLMWDC** members by their respective county commissions (absent such delegation the power to appoint CLMRWDB members from any of the three counties shall reside in the respective County commissions and the power to appoint area representatives shall reside in the three county commissions or in their respective **CLMWDC** representatives authorized to appoint members, if any) and maintain the make-up of the **CLMRWDB** in compliance with the requirements of the WIOA, F. S, Chapter 445 and other applicable laws on a continuous basis, all in accordance with the agreement which created the **CLMRWDB**; and
- D. Suggest such changes in the organization, composition and management of the **CLMRWDB** or shall be desirable to best meet the needs of the citizens of the counties within the WDA.

#### IV. Term of Agreement

This Agreement shall become effective July 1, 2020 and shall continue in effect until June 30, 2025. Thereafter, this Agreement may be renewed by a further writing between the parties.

#### V. Merger

It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. All items and other agreements referred to in this Agreement are incorporated herein by reference, and are deemed to be part of this Agreement. This Agreement replaces all prior Agreements between the parties as to the subject matter hereof as of the effective date of this Agreement.

#### VI. Amendment

Either party to this Agreement may propose to amend or modify the terms of this Agreement consistent with applicable Federal and State laws, Federal Regulations and State requirements, by providing to the other party sixty (60) days written notice of any proposed amendments. Any and all modifications or amendments to this Agreement are subject to the approval of both the **CLMRWDB** and **CLMWDC**.

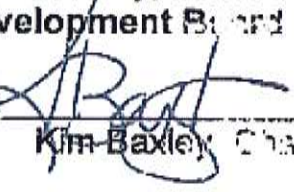
#### VII. Independence of Terms Under This Agreement


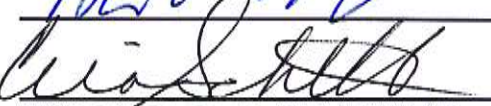
If any terms or provisions of this Agreement or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to such person or circumstances other than those as to which it is 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.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the 10<sup>th</sup> day of March, 2021, and hereby agree to be bound by the terms and provision set forth herein effective July 1, 2020.

**Citrus, Levy, Marion Regional Workforce  
Development Board Inc.**

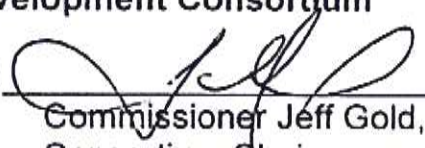
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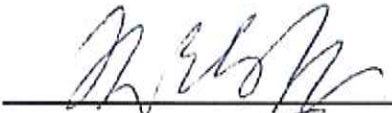
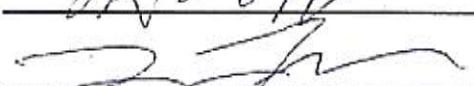
  
Kim Baxley, Chair

  
  
Witnesses as to CLMRWDB

**Citrus, Levy Marion Workforce  
Development Consortium**

BY: \_\_\_\_\_

  
Commissioner Jeff Gold,  
Consortium Chair

  
  
Witnesses to CLMWDC