CareerSource HEARTLAND

MEMORANDUM OF AGREEMENT
BETWEEN
HEARTLAND WORKFORCE INVESTMENT CONSORTIUM
AND
HEARTLAND WORKFORCE INVESTMENT BOARD, INC.

THIS AGREEMENT is made and entered into between the Heartland Workforce Investment Consortium, hereinafter referred to as HWIC, and the Heartland Workforce Investment Board, Inc., hereinafter referred to as HWIB, for the purpose of establishing a Workforce Development Partnership, as authorized and provided for under the Workforce Innovation and Opportunity Act Public Law 113-128, 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.

WHEREAS, WIOA authorizes expenditure of federal funds for workforce programs in local workforce development areas (LWDAs); and

WHEREAS, under the HWIC's Interlocal Agreement effective July 1, 2015, the Consortium shall be operated and managed by a four-member Executive Board comprised of one County Commissioner appointed by each of the respective four counties' Boards of County Commissioners (BOCC), which shall be the vehicle through which the BOCCs observe their ultimate decision-making power with regard to all WIOA mandated responsibilities assigned to Chief Local Elected Officials (CLEO); and

WHEREAS, under the HWIC's Interlocal Agreement, the Chair of the Executive Board shall serve as the area's Chief Local Elected Official for authentication and agreement signing purposes; and

WHEREAS, under the HWIC's Interlocal Agreement, the HWIB serves as the local workforce development board (LWDB) for the LWDA covering DeSoto, Hardee, Highlands, and Okeechobee Counties as appointed by the HWIC; and

WHEREAS, the HWIC appoints members to the HWIB; and

WHEREAS, WIOA requires that each LWDA develop a Plan for WIOA Implementation; and

WHEREAS, consistent with WIOA, LWDBs selected to perform multiple functions in the LWDA must develop a written agreement with the CLEO to clarify how the LWDB will fulfill its responsibilities while demonstrating compliance with WIOA, Uniform Guidance, and conflict of interest policies; and

WHEREAS, the HWIC designates the HWIB as the grant recipient, fiscal agent, and administrative entity for the LWDA per the HWIC Interlocal Agreement;

WHEREAS, the HWIC and HWIB desire to enter into this Agreement to define the authorization, responsibilities, firewalls, conflict management requirements, oversight framework, and related terms applicable to the multiple functions of the HWIB;

NOW, THEREFORE, HWIC and HWIB come together to collaborate and establish the organizational framework and mutually agree upon the following:

I. Authorities and Responsibilities Held Jointly by HWIC and HWIB

A. Ensure effective service delivery to provide the most beneficial program services possible to eligible residents and businesses of the LWDA. It is further the shared responsibility of all sectors of the community to participate in the provision of program services.

B. Develop, review, approve, and submit the LWDA's Local WIOA Plans in accordance with the provisions of the WIOA and other applicable laws/guidance. Develop, in concert with other LWDBs within the designated workforce region as prescribed by the Governor, a regional workforce development plan in accordance with the WIOA, to be approved and forwarded to the State for the Governor's approval.

C. Review and approve the HWIB's annual budget. Oversee expenditures.

D. Select and approve the LWDA's One-Stop Operator, to include termination of Operators not meeting designated standards.

E. Select and approve youth services providers based on the recommendations of the HWIB's Youth Council.

F. Approve locally negotiated performance measures. These measures will be negotiated by the HWIB's senior management and presented to the HWIB and the HWIC for final approval at the next regularly scheduled joint Board meeting. HWIB staff will report performance metrics to the joint Boards on a quarterly basis.

G. Negotiate with required partners on methods for funding the infrastructure costs of one-stop centers in the LWDA, in accordance with the WIOA.

H. Provide policy guidance in the development and implementation of workforce development activities and for the provision of services and expenditure of funds. Such guidance shall include:

1. How monitoring of fiscal and program activities shall occur, including all programs, youth services, and one-stop operation.

2. How program and physical accessibility of the career centers shall be assessed, including continuous improvement principles.

H. Comply with state and federal conflict-of-interest rules in the conduct of their business.

I. Comply with Florida's Sunshine Laws in the conduct of their business.

J. Select a Service Provider or approve submission of a request to serve as a Direct Provider of Services dependent upon the joint agreement of which is most beneficial to the residents and businesses of the LWDA.

K. Per the WIOA, since a partnership exists that requires mutual agreement on certain matters, any disputes between the partners to this agreement shall be resolved by mutually satisfactory negotiations. It is understood that in accordance with the WIOA, the failure to resolve any dispute to the mutual satisfaction of both parties regarding the Local WIOA Plan, designation of the grant recipient, fiscal agent, or administrative entity, or the composition of the HWIB shall result in the unresolved matter being forwarded to the Governor of the State of Florida for resolution.

II. Authorities and Responsibilities of the HWIC

A. Request local area designation.

B. Request LWDB certification.

C. Appoint members to the HWIB.

D. Assume liability for misuse of WIOA grant funds by the HWIB.

E. Negotiate with HWIB and required partners to maintain the local workforce delivery system through Memoranda of Understanding.

F. Hire, fire, and review the annual performance of the HWIB's Chief Executive Officer.

G. Make determinations regarding the disbursement of income should income be generated.

H. Oversee policy guidance provided by the HWIB with respect to programs and funds.

I. Review and approve workforce development Local and Regional Plans for the LWDA.

J. Provide public policy guidance in the development of job training activities and provision of services under WIOA and the Local and Regional Plans for the LWDA.

III. Authorities and Responsibilities of the HWIB

A. Develop, review, and approve the Local and Regional workforce development Plans for the LWDA.

B. Provide oversight of workforce development programs, activities, and services conducted under the Local WIOA Plan.

C. Solicit the input and participation of the local community in the development and provision of program services to eligible businesses and residents of the LWDA.

D. Develop the By-laws for operation.

E. Have the authority to:

1. Select and hire staff; establish criteria for its Chief Executive Officer to be approved by the HWIC.

2. Convene local workforce stakeholders to assist in the Local Plan development and to share expertise and resources to leverage support for local workforce activities.

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

4. Procure all goods and services and property, including the maintenance and inventory thereof, necessary for proper operation.

5. Procure annual audits and monitoring and resolve questions arising from each. Provide resulting reports to the HWIC.

6. Administer the programs as described in the strategic plan, the Grantee/Subgrantee Agreement with FloridaCommerce, and any programs for which funds are allocated.

7. Develop and maintain procedures to hear and resolve grievances.

8. Procure directors and officers and other liability insurance on behalf of HWIB and HWIC to the extent that such insurance is available, budgetarily feasible, and allowable as an expense.

F. Approve training institutions and training programs to be included on the HWIB's Eligible Training Providers List according to state and federal regulations and guidance.

G. Ensure consumer choice in the customer's selection of a training provider from the approved state-wide list.

H. Create committees, all of which shall be chaired by a HWIB member, direct the activities of committees, and appoint the members of all committees, which shall include some non-board members as provided for in WIOA. The committees shall recommend policies regarding the administration of funds and programs to the full HWIB and HWIC for consideration and approval.

I. Convene stakeholders to obtain input on Plan development, workforce development issues and recommendations, and resources that can be invested in the local workforce system.

O. Lead the efforts to develop and implement career pathways.

P. Enter into Memoranda of Understanding (MOU) with one-stop partners to identify contributions to the one-stop infrastructure and the services to be delivered through the system.

Q. Select service providers and vendors through procurement efforts and contract awards.

R. Review economic conditions, labor market information, and locally determined Targeted Industries to identify local business and industry needs, for the purpose of determining local demand occupations, Individual Training Account caps, work-based learning and training caps, and identifying supportive services offerings and caps.

S. Operate by the Carver Model of Governance, to ensure the firewall exists between the HWIB, staff, and day-to-day operations.

T. Review Adult Education and Family Literacy Act provider applications, as applicable. Enter into Memoranda of Understanding (MOU) with providers to enhance workforce development activities.

IV. How Functions are Sufficiently Separated

A. The HWIC designates the grant recipient, fiscal agent, and administrative entity.

B. The HWIB operates by the Carver Model of Governance, which serves as a strict structural firewall between the Board and staff. This model allows the CSH Board to manage the OSO activities and the CSH President/Chief Executive Officer to manage day to day operations, which provides the firewall as required by the WIOA. The Board sets the strategies and governance and holds the President/CEO accountable to translate those items into operational policies, procedures, and implementation.

C. The staff member responsible as the One-Stop Operator has no supervisory authority over direct services staff or partners.

D. The personnel processing financial transactions, tracking expenditures, and drawing down WIOA formula funds (fiscal agent duties) are separate from the personnel managing participant services and activities (including determination of eligibility).

E. The HWIB contracts with an independent public accounting firm to conduct administrative, fiscal, programmatic, and one-stop operator monitoring.

F. The selection of the One-Stop Operator is determined through a third-party competitive procurement process.

G. The HWIB and the HWIC jointly approved the Board's Local Workforce Development Area Board Governance policy, which specifically outlines the roles and responsibilities of the Executive Board/Chief Local Elected Official, the Local Workforce Development Board, the Local Workforce Development Board Chair, the Fiscal Agent, and the President/Chief Executive Officer. One-stop Operator duties are outlined in the Board's One-Stop Operator Procurement Policy as well as in the HWIB's One-Stop Operator Proposal.

H. The HWIB and HWIC jointly determine whether to select a Service Provider or to approve submittal of a request to serve as a Direct Provider of Services dependent upon which is most beneficial to the residents and businesses of the LWDA.

I. The HWIB and the HWIC strictly adhere to conflict-of-interest regulations and restrictions.

J. The Employee Handbook outlines Whistleblower protections for employees.

K. The HWIC's Interlocal Agreement creates the Executive Board as the mechanism by which the Local Elected Officials accept their responsibilities as outlined in the WIOA. Quarterly board meetings occur jointly with the Executive Board and the HWIB's Board of Directors, mitigating risk by establishing a transparent framework for oversight.

V. Term of this Agreement

This Agreement becomes effective on **October 21, 2026,** and will remain in effect until cancelled by either party.

This agreement may be amended or canceled at any time by either party with thirty (30) days written notice.

By signing this agreement, both parties agree that the provisions contained herein are subject to all applicable Federal, State, and local laws, regulations and/or guidelines relating to nondiscrimination, maintenance of records, and privacy rights all confidential information relating to customers.

Heartland Workforce Investment Consortium	**Heartland Workforce Investment Board**
Kevin Roberts	D R
Commissioner Kevin Roberts	David Royal
Chair, Executive Board & Chief Elected Official	Chair, HWIB Board of Directors
10/21/2026	10-21-26
Date	Date