

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2007</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County)					

NET FISCAL IMPACT As Alliance is designated as the grant recipient and administrative entity in the Interlocal Agreement there is no fiscal impact.

No. ADDITIONAL FTE POSITIONS (Cumulative)

Is Item Included In Current Budget? Yes _____ No _____
Budget Account No.: Fund _____ Department _____ Unit _____
Object _____ Reporting Category _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

[Signature] 7/2/07
OFMB
7/2/07
CN
7/2/07

[Signature] 7/3/07
Contract Dev. and Control
E. Jones 7/3/07

B. Legal Sufficiency:

This Contract complies with our contract review requirements.

[Signature] 7/3/07
Assistant County Attorney

C. Other Department Review:

Department Director

**INTERLOCAL AGREEMENT CREATING
THE
PALM BEACH WORKFORCE DEVELOPMENT CONSORTIUM**

This Agreement, to create the Palm Beach Workforce Development Consortium ("Consortium") is made and entered into pursuant to the authority under Section 163.01, Florida Statutes, by and between Palm Beach County and the Cities of Delray Beach, Palm Beach Gardens, and South Bay, all of the State of Florida, each passing resolutions to that effect.

WITNESSETH THAT:

WHEREAS, Public Law 105-220 enacted by the congress of the United States effective August 1998, which Act is known as the Workforce Investment Act ("WIA"), established a program to provide universal access to workforce development services for the businesses and citizens of Palm Beach County; and,

WHEREAS, the State of Florida's Workforce Development Board ("WDB") Workforce Florida, Inc. (WFI) created by the Legislature in 2000, has been designated by the Governor to take the lead in designing and directing Florida's workforce development strategy and to designate Workforce Development Areas; and

WHEREAS, the County of Palm Beach has been designated by the Governor of the State of Florida as a Workforce Development Region (Region 21); and,

WHEREAS, the Workforce Investment Act of 1998, allows that an agreement may be entered into between the general purpose governmental jurisdictions which comprise the workforce development/investment area; and

WHEREAS, the governing body of each of the parties to this Agreement desire that its county or city be included in regional workforce development initiatives to avail its businesses and citizens of the benefits of Florida's workforce development strategy, including those programs funded through the Workforce Investment Act of 1998 (WIA), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWOR), the Wagner-Peyser Act (WP), the Florida Workforce Innovation Act of 2000 (FWIA), and such other funding sources as may be available to support workforce activities.

WHEREAS, the above governing bodies in the WDB Region 21 have come together to form the Consortium to carry out their separate and independent functions described herein in a coordinated and cooperative fashion; and

WHEREAS, a readily available workforce of skilled workers is mandatory to attract new businesses to the region and to retain and expand existing businesses which will increase the wealth of the region, support strong economic development, ensure jobs for our citizens, expand the tax base, improve the quality of life and ensure the region's economic future.

WHEREAS, the Consortium intends to establish an independent district with no taxing or bonding authority to enhance local workforce development activities in Palm Beach County, Florida.

NOW, THEREFORE, in consideration of the promises and mutual covenants and obligations contained herein and for other good and valuable consideration, the parties agree and understand as follows:

1. ESTABLISHMENT OF THE PALM BEACH WORKFORCE DEVELOPMENT CONSORTIUM

a. Is hereby established a multi-jurisdictional consortium hereinafter called the "Palm Beach Workforce Development Consortium" or "Consortium" for the express purpose of carrying out the individual responsibilities of each party to this Agreement under the Workforce Investment Act of 1998 (WIA), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWOR), the Wagner-Peyser Act (WP), the Florida Workforce Innovation Act of 2000 (FWIA), and such other funding sources as may be available to support workforce activities.

b. The Consortium shall consist of four (4) members. The Chairman of the Board of County Commissioners of Palm Beach County shall serve as that County's representative on the Consortium; however, the Board of County Commission Chairman may appoint a replacement member of the County Commission to the Consortium and any such Commissioner shall have full voting rights and privileges. Likewise, the Mayor of the City of Delray Beach, the Mayor of the City of Palm Beach Gardens, and the Mayor of the City of South Bay shall serve as those cities representatives on the Consortium; however the Mayors may appoint any member of their respective City Councils to the Consortium and any such Council Member shall have full voting rights and privileges in accordance with "Attachment 1 Workforce Alliance, Inc. Board Composition" of this Agreement.

2. PARTIES TO THIS AGREEMENT

Each of the parties to this Agreement is a county or city of the State of Florida and as such is a general-purpose political subdivision, which has the power to levy taxes and expend funds, as well as general corporate and police powers. These parties are more particularly identified as follows:

<u>Name</u>	<u>Address</u>
Board of County Commissioners Palm Beach, Florida	301 North Olive Avenue West Palm Beach, FL 33401
Mayor, City of Delray Beach Delray Beach, Florida	100 NW First Avenue Delray Beach, FL 33444
Mayor, City of Palm Beach Gardens	10500 North Military Trail

Palm Beach Gardens, Florida

Palm Beach Gardens, FL 33410

Mayor, City of South Bay
South Bay, Florida

335 SW 2nd Ave
South Bay, FL 33493

3. **CONSIDERATION**

In order to establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties hereto, the following are the predicates underlying the undertakings and commitments included within the provisions which follow and shall be constructed as the essential elements of the mutual considerations upon which this Agreement is based.

4. **GEOGRAPHICAL AREA TO BE SERVED BY THIS AGREEMENT**

- a. The geographical area to be served by this Agreement is the combined geographical area of each of the four members' county area and city limits that are parties to this Agreement, whose geographical areas are contained in the legal description found in Chapter 7, Florida Statutes.
- b. Pursuant to the designation by the Governor, the four members constituting the Palm Beach Workforce Development Consortium and Workforce Alliance, Inc. shall be the WDB Region as provided for in Section 116 of Title 1 of the WIA, PRWOR, WP, FWIA and Florida's workforce development initiatives as designated by WFI and the Governor for the geographical area covered by this Agreement.

5. **FEDERAL AND STATE REQUIREMENTS**

It is the intent of the Consortium to incorporate into this Agreement the duties and obligations governing programs under WIA, PRWOR, WP, and the Workforce Florida Act programs as well as any other rules and regulations both State and Federal, applicable to these initiatives.

6. **CREATION OF ADMINISTRATIVE ENTITY**

The Consortium, pursuant to Section 163.01(7) of the Florida Statutes will employ staff which comprise Workforce Alliance, Inc. and the Workforce Alliance One-Stop Advisory Committee to operate and implement workforce programs including one-stop direct services as well as related programs in the workforce development area (Region 21).

7. **JOINT UNDERSTANDING**

The terms and conditions, which follow, reflect the joint understanding between the parties.

8. MEMBERSHIP

- a. The Consortium shall consist of the four (4) member governments represented by elected officials designated to serve by their respective Commission, or Council. The elected official may designate an alternate to serve in the elected official's absence. The alternate shall also be either the chief elected official or an elected official to the Commission, or Council of the member government.
- b. The officers of the Consortium shall include a chair and a vice chair. These officers shall be elected from among and by the membership of the Consortium for a term of one year, consistent with the state fiscal year, but shall hold office until their successors are duly elected.

9. DUTIES AND RESPONSIBILITIES OF THE PALM BEACH WORKFORCE DEVELOPMENT CONSORTIUM

- a. To appoint the members of Workforce Alliance Inc, in accordance with the WIA, FWIA, and Attachment 1 of this Agreement. The Workforce Alliance Inc. Board shall consist of 35 members as provided for under the Workforce Investment Act, and the Florida Workforce Innovation Act.
 - i. As per Attachment 1 each unit of local government will appoint their respective number of private sector members to the Workforce Alliance, Inc. board of directors as listed in Attachment 1. Mandatory appointments will be approved by the Consortium.
 - ii. The Consortium may add individual organizational representatives to the membership of Workforce Alliance Inc. Board of Directors as provided for under the WIA and the FWIA, provided that sufficient additional private sector appointments are made to assure a 51% private sector majority.
 - iii. Nominations to Workforce Alliance Inc. Board of Directors shall be made in accordance with the WIA, FWIA and such instructions as may be received from the Governor of the State of Florida.
- b. To designate Workforce Alliance, Inc. as the fiscal agent, grant recipient and administrative entity to administer WIA, PRWOR, Wagner-Peyser Act and such other funding sources as may be available to support workforce development activities for Region 21, Palm Beach County, Florida as chartered by WFI. The Board of County Commissioners can review this section (9b) on an annual basis and amend it as described under section 15 of this agreement.

- c. To enter into agreements with each other regarding the workforce development area, including the selection of one of the parties to the agreement to serve as the chief elected official for the area.
- d. To determine the procedures for the development of the workforce investment plan as described in Section 117 of the WIA and the strategy to implement Florida's workforce development initiative within the area designated in Section 4 of this Agreement.
- e. Together with Workforce Alliance, Inc., to approve the workforce development plan for the Region and modifications thereto.
- f. To provide oversight and guidance in conjunction with the Workforce Alliance Inc. Board of Directors.
- g. To accept responsibility for compliance and accountability for State and federal funds. Any disallowed costs will remain the responsibility of Palm Beach County as currently exists.
- h. To perform any other appropriate duties necessary for the accomplishment, and consistent with the purposes, of this Agreement, the WIA, PRWOR, WP, and FWIA.
- i. To establish an independent special district (to create through an interlocal agreement offering staff the ability to participate in the Florida Retirement System), with no taxing or bonding authority, to enhance workforce development activities in Palm Beach County, Florida.

10. MEETINGS

- a. The Chair shall preside at all Consortium meetings and shall perform all duties incident to that office. The Vice Chair shall preside in the absence of the Chair and shall have the power to exercise and perform all duties of the Chair.
- b. Meetings shall be held at least twice annually.
- c. Meetings shall be noticed and declared public meetings, open to the public, in accordance with the Sunshine Law, Section 286.011, Florida Statutes.
- d. A quorum at any Consortium shall consist of any Three (3) members or their designated alternates. A quorum is required to transact Consortium business.
- e. At all meetings of the Consortium at which a quorum is present, all matters shall be decided by the majority vote of said members.

11. FINANCIAL SUPPORT

- a. The Consortium shall support its programs and any costs incidental to the operation of its programs by grant funds appropriated to it by the United States Department of Labor or the United States Department of Health and Human Services for the following programs: the Workforce Investments Act, the Personal Responsibility and Work Opportunity Reconciliation Act, the Wagner-Peyser Act or other Workforce Development, Welfare Legislation or related grants provided by Workforce Florida, Inc. or through any other Federal, State or Local source. In addition, the Consortium is authorized to accept any other grants in aid or assistance funds, from the United States Government or to accept appropriations from any of its members, 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.
- b. No funds will be required from the treasuries of any of the parties to this Agreement for implementation of workforce development initiatives, including programs funded by WIA, PRWOR or WP, it being the intent hereof that all funding of the workforce development initiatives and the Consortium shall be accomplished by grants and funds available pursuant to workforce development initiative programs, including any other State and Federal grants or other funding which will further the purpose of the program. The above language does not preclude units of local government from expending funds under their jurisdiction on workforce development programs.
- c. The Consortium is a governmental entity as defined in Chapter 768.28 Florida Statutes, and agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by the Consortium for which sovereign immunity is applicable. Nothing herein shall be construed as consent by a member of the Consortium as a political subdivision of the state of Florida to be sued by third parties in any matter arising out of this or any other contract, this agreement or any part thereof. The Consortium shall assume equal liability to the extent allowed and/or required by law for the operation of Federal and State Workforce Development programs.
- d. The Consortium shall purchase Insurance to indemnify itself and/or any of its members and any separate legal entity or contractors from any liability, which may attach due to its operation of WIA, PRWOR, WP or other Federal or State workforce development programs.

12. POWERS DELEGATED TO THE CONSORTIUM

The Consortium shall make all policy decisions except those which must be made in partnership with the Workforce Alliance Inc. pursuant to the authorizing legislation under which grants are made available. Policy decisions shall include, but not be limited to those powers enumerated at Section 163.01(5), (6), and (7) of the Florida State Statutes, such as, but not limited to:

- a. The power to appoint a separate legal administrative entity to carry out Consortium policies and perform as described in Chapter 163 of the Florida State Statutes, Sections 163.01(7) (b). The initial designation shall be the Workforce Alliance, Inc.
- b. The manner in which accountability for fund expenditures shall be provided for including an independent audit to be done accordance with the Florida Statutes, and Federal OMB Circular A133.
- c. The acceptance of grants, gifts, or other types of financial assistance as allowed by law.
- d. Authorization of the Consortium Director who shall also be the President and CEO of Workforce Alliance, Inc., to negotiate, enter into and execute agreements following the approval of Workforce Alliance, Inc. Board policy as appropriate to carry out the operational and administrative requirements and functions of the strategic plan and for day to day operations.
- e. Authorization of the said Consortium Director to make purchases in accordance with the procurement and purchasing guidelines approved as a part of the Workforce Alliance, Inc. Administrative Plan filed with the State. Purchases shall include services, supplies, consultant agreements, materials, equipment and leased space.
- f. Authorization of the said Consortium Director to make and issue policies and procedures as determined by the CEO limitations of the Carver Board Policy Governing model.
- g. Authorization of the said Consortium Director to make emergency decisions which may include the acceptance or application for grants or the entry into contracts or the expenditure of funds in emergency situations where a meeting of the Consortium and or the Workforce Alliance Inc. as appropriate cannot be called prior to the time that an action must be executed. Such actions shall be placed on the agenda of the next meeting of the Consortium and Workforce Alliance Inc. for ratification by the appropriate entity. All such contract, purchasing and expenditures shall be in accordance with established rules and governing State and federal policies and circulars.

- h. The manner in which funds shall be disbursed or paid by the administrative entity charged with operating the programs of providing services contemplated by this Agreement which is Workforce Alliance, Inc.
- i. The acquisition, ownership, custody, operation, maintenance, lease or sale of real or personal property subject to federal and State rules.
- j. The disposition, diversion or distribution of any property acquired.
- k. The composition, membership appointments, and organizational approval of any advisory bodies to the Consortium.
- l. The manner in which staff shall be employed to carry out and serve Consortium and Workforce Alliance, Inc. objectives.
- m. The appointment of the Director of the Consortium upon recommendation of Workforce Alliances Inc., and authorization of the Workforce Alliance, Inc. President and CEO to draft personnel rules and policies which shall be approved by the Consortium upon recommendation of the Workforce Alliance Inc. and which shall provide for the hiring of such staff as is necessary to carry out the duties and responsibilities of the Consortium and Workforce Alliance, Inc. The Workforce Alliance, Inc. President and CEO shall be responsible for the hiring and termination of staff in accordance with those policies.
 - i. Every other year a pay and classification study shall be initiated by the Workforce Alliance, Inc. President and CEO through an independent third party in accordance with purchasing and procurement guidelines or through the Florida Workforce Development Association bi-annual salary survey which shall examine the responsibilities and salaries of the staff to assure that they meet community norms and that they are competitive so as to attract skilled personnel to accomplish the purposes of the Consortium and Workforce Alliance, Inc.
 - ii. A committee of Workforce Alliance Inc. may be established to review and make recommendations for staffing, pay and classification studies and benefits for Consortium staff.
- n. To develop procedures and/or administrative rules to effectively carry out the Consortium's policies and decisions so long as they do not conflict with governing federal and state rules and regulations, and the Workforce Florida Inc./Agency for Workforce Innovation policies, rules and regulations.
- o. Any other necessary and proper matters as they may arise and as agreed upon by the Consortium members and member governments.

13. SIGNATORY

The chair shall act as signatory for the Consortium. In the absence of the chair, any of the other members may sign for the Consortium in the chair's stead.

14. ALL PRIOR AGREEMENTS

It is understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

15. AMENDMENT

It is agreed that no modification, amendment, or alteration of the terms or conditions contained in this Agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

16. TERM; TERMINATION

This Agreement shall be automatically renewed annually without action of any party. Should any party to this Agreement wish to terminate their participation, a 60-day written notice shall be provided to all parties hereunder and to the President/CEO of Workforce Alliance, Inc., 326 Fern Street, West Palm Beach FL 33401. Notice must be given in writing sent by Certified United States Mail with Return Receipt Requested.

FOR:

Board of County Commissioners
Palm Beach, Florida

301 North Olive Avenue
West Palm Beach, FL 33401

Mayor, City of Delray Beach
Delray Beach, Florida

100 NW First Avenue
Delray Beach, FL 33444

Mayor, City of Palm Beach Gardens
Palm Beach Gardens, Florida

10500 North Military Trail
Palm Beach Garden 33410

Mayor, City of South Bay
South Bay, Florida

335 SW 2nd Ave
South Bay, FL 33493

17. CONSTRUCTION

This Agreement shall be deemed to be a binding contract and shall be construed in accordance with and governed by the laws of the State of Florida.

18. INVALID PROVISION/SEVERABILITY

In the event that any provision of this Agreement or the application of any such provision to any party or circumstances be held invalid or unenforceable or the application of such provision to parties or circumstances be unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

19. WAIVER OF RIGHTS

Any waiver at any time by any party hereto of its rights with respect to any matter arising in connection with this Agreement shall not be considered a waiver with respect to any subsequent default or matter.

[The remainder of this page is intentionally left blank.]

EXECUTION PAGE [Page 1 of 1]

COUNTY OF Palm Beach

BY: _____ Chairman

DATE: _____

ATTEST: _____ Clerk

CITY OF DELRAY BEACH

BY: Rita Ellis Mayor

DATE: 6/19/07

ATTEST: Cherrille D. Nubari Corporation Secretary

CITY OF PALM BEACH GARDENS

BY: [Signature] Mayor

DATE: 6/21/07

ATTEST: [Signature] Corporation Secretary

CITY OF SOUTH BAY

BY: [Signature] Mayor

DATE: 6/26/07

ATTEST: Virginia K. Walker Corporation Secretary

Attachment 1

Workforce Alliance, Inc. Board Composition

Private Sector

Appointed By:

Palm Beach County Commission	17 (85%)
City of South Bay	1 (5%)
City of Delray Beach	1 (5%)
City of Palm Beach Gardens	<u>1 (5%)</u>
Total Private Sector	20 (57%)*

Mandatory Appointments**

Organized Labor	3
Department of Children and Families	1
Division of Vocational Rehabilitation	1
Private Degree Granting Institution	1
Private Certificate Granting Institution	1
Former Welfare Participant	1
Community Based Organization	4
Education	<u>3</u>
Total Mandatory	15 (43%)

Minimum of 51% required by Federal Law/State Statutes*

Mandatory appointments by Federal Law/State Statutes**