

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

BOARD APPOINTMENT SUMMARY

Meeting Date: September 23, 2008

Department: Administration

Board: Workforce Alliance, Inc.

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: The re-appointment of Ms. Elizabeth Houlihan and Ms. Kelly Smallridge for the period of three (3) years which began on August 1, 2008, through July 31, 2011; and Mr. William J. Wood for a period of three (3) years which began on February 1, 2007 through January 31, 2010 to the Workforce Alliance, Inc. (Alliance) Board of Directors.

<u>Nominee/ Appointment</u>	<u>Seat No.</u>	<u>Term</u>	<u>Area of Representation</u>	<u>Nominated By</u>
Elizabeth Houlihan	9	8/01/2008 Through 7/31/2011	Private Sector	Florida Association of Postsecondary Schools & Colleges
Kelly Smallridge	17	8/01/2008 Through 7/31/2011	Private Sector	The Business Development Board of Palm Beach County
William J. Wood	36	2/01/2007 1/31/2010	Private Sector	Greater Delray Beach Chamber of Commerce

Summary: The membership of Workforce Alliance, Inc. (Alliance) conforms to the requirements of the Workforce Investment Act (WIA) of 1998, and the Workforce Innovation Act of 2000. Policy for this item is defined in R2007-1220, Agreement (R2007-1200) between Palm Beach County, Florida (County) and Alliance dated July 10, 2007. Per this Agreement, seventeen (17) private sector member appointments shall be made by County. The Workforce Investment Act of 1998 requests that an emphasis be placed on CEO's or highest level of management positions for both community and business sector appointments. The Alliance Board of Directors is compromised of a minimum of thirty-five (35) members as determined from time to time by the Board of Directors with representatives of business in the local area who are owners of businesses, local educational entities, labor organizations, community-based organizations, economic development agencies, one-stop partners. Countywide (TKF)

Background and Policy Issues: Public Law 105-220 (WIA 1998) Section 117 (b) (4) states that a majority of the members of the local board shall be representatives of business in the local area who are owners, chief executives or operating officers, and other business executives, or employers with optimum policy making or hiring authority; or represent businesses with employment opportunities that reflect the employment opportunities of the local area. Policy for this item is defined in Article 9. a.i. of Document (R2007-1220) an Interlocal Agreement between Palm Beach County and the Cities of Delray Beach, Palm Beach Gardens, and South Bay.

Attachments:

1. Board of County Commissioners Board Appointment Information Form
2. Letter of Recommendation
3. Document #R2007-1220 Interlocal Agreement Creating The Palm Beach Workforce Development Consortium

Recommended by:

Kathryn Schmidt
Department Director

Date

Legal Sufficiency:

[Signature]
Assistant County Attorney

9/2/08
Date

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
BOARD NOMINEE INFORMATION FORM**

Part I:

Board Name: Workforce Alliance, Inc.

☒ At Large Appointment

or

☐ District Appointment

Term of Appointment: 3 Years.

From:

8/1/2008

To:

7/31/2011

Seat Requirement: None

Seat #: 36

☒ *Reappointment

or

☐ New Appointment

or ☐ to complete the
term of _____

Due
to:

☐ resignation ☐ other

Completion of term to
expire on: _____

Part II: *APPLICANT, UNLESS EXEMPTED, MUST BE A COUNTY RESIDENT*

Name: Smallridge Kelly
Last First Middle

Occupation/Affiliation: President, Business Development Board of Palm Beach

Business Name: Business Development Board of Palm Beach

Business Address: 310 Evernia Street

City & State West Palm Beach, FL Zip Code: 33401

Residence Address: _____

City & State _____ Zip Code: _____

Home Phone: N/A Business Phone: 561-835-1008

Cell Phone: N/A Fax: 561-835-1160

E-mail Address: kelly.smallridge@bdb.org

Mailing Address preference: ☒ Business Address ☐ Residence

Minority Identification Code:

☐ IF (Native-American Female)

☐ IM (Native-American Indian Male)

☐ AF (Asian-American Female)

☐ AM (Asian-American Male)

☐ BF (African-American Female)

☐ BM (African-American Male)

☐ HF (Hispanic-American Female)

☐ HM (Hispanic-American Male)

☒ WF (Caucasian Female)

☐ WM (Caucasian Male)

Part III: COMMISSIONER COMMENTS

Appointment to be made at BCC Meeting on: September 23, 2008

***When a person is being considered for re-appointment, the number of previous disclosed voting conflicts shall be considered by the Board of County Commissioners.**

None Number of previously disclosed voting conflicts during the previous term

Signature: Kathryn Schmidt Date: 8-18-08
Kathryn Schmidt, President/CEO Workforce Alliance, Inc.

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
BOARD NOMINEE INFORMATION FORM**

Part I:

Board Name: Workforce Alliance, Inc.

☒ At Large Appointment

or

☐ District Appointment

Term of Appointment: 3 Years.

From:

2/1/07

To:

1/31/2010

5/22/11

Seat Requirement: None

Seat #: 35

☒ *Reappointment

or

☐ New Appointment

or ☐ to complete the
term of _____

Due
to:

☐ resignation ☐ other

Completion of term to
expire on: _____

Part II:

APPLICANT, UNLESS EXEMPTED, MUST BE A COUNTY RESIDENT

Name:

Wood

William

J

Last

First

Middle

Occupation/Affiliation: President, Greater Delray Chamber of Commerce

Business Name: Greater Delray Chamber of Commerce

Business Address: 64 S.E. 5th Avenue

City & State: Delray Beach, FL

Zip Code: 33483

Residence Address: _____

City & State: _____

Zip Code: _____

Home Phone: N/A

Business Phone: 561-278-0424

Cell Phone: N/A

Fax: 561-278-0555

E-mail Address: bwood@delraybeach.com

Mailing Address preference: ☒ Business Address ☐ Residence

Minority Identification Code:

☐ IF (Native-American Female)

☐ IM (Native-American Indian Male)

☐ AF (Asian-American Female)

☐ AM (Asian-American Male)

☐ BF (African-American Female)

☐ BM (African-American Male)

☐ HF (Hispanic-American Female)

☐ HM (Hispanic-American Male)

☐ WF (Caucasian Female)

☒ WM (Caucasian Male)

Part III: COMMISSIONER COMMENTS

Appointment to be made at BCC Meeting on: September 23, 2008

***When a person is being considered for re-appointment, the number of previous disclosed voting conflicts shall be considered by the Board of County Commissioners.**

None Number of previously disclosed voting conflicts during the previous term

Signature: Kathryn Schmidt

Date: 8-18-08

Kathryn Schmidt, President/CEO Workforce Alliance, Inc.



August 21, 2008

ATTN: Ms. Shannon LaRocque-Baas, Assistant County Administrator
Palm Beach County Board of County Commissioners
County Administration
301 North Olive Street
West Palm Beach, Florida 33401

RE: Workforce Alliance, Inc. Board Re-Appointments:
Ms. Elizabeth Houlihan, Ms. Kelly Smallridge and Mr. William J. Wood

Dear Ms. LaRocque-Baas:

We are pleased to advise Ms. Elizabeth Houlihan, Ms. Kelly Smallridge and Mr. William J. Wood have agreed to accept their re-appointment to the Workforce Alliance, Inc. Board of Directors for the period commencing September 23, 2008 through September 22, 2011. Pursuant to Article 9. a.i. of Document #R2007-1220, an Interlocal Agreement between Palm Beach County and Workforce Alliance, Inc., we are respectfully requesting the Palm Beach County Board of County Commissioners approval of Ms. Houlihan, Ms. Smallridge and Mr. Wood's re-appointment to the Workforce Alliance, Inc. Board of Directors.

Sincerely,

A handwritten signature in cursive script that reads "Kathryn Schmidt".

Kathryn Schmidt
President/CEO

Enc.



Administration Office • 326 Fern Street, Suite 301 • West Palm Beach, FL 33401 • (561) 340-1061
Central Career Center • 1951 North Military Trail, Suite D • West Palm Beach, FL 33409 • (561) 340-1060
South Career Center • 901 North Congress Avenue, Suite C-201 • Boynton Beach, FL 33426 • (561) 853-0181
West Career Center • 1085 South Main Street • Belle Glade, FL 33430 • (561) 829-2040

To place a job order or learn about no-cost training programs and career development services, please call 800-556-JOBS or visit www.pbcalliance.com

R2007.1220
JUL 10 2007

**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

R2007 1220

BY: Addie L. Greene

Chairman

**ADDIE L. GREENE
CHAIRPERSON**

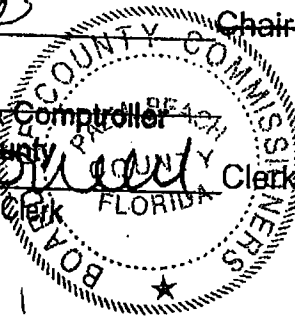
DATE: JUL 10 2007

Sharon R. Bock, Clerk & Comptroller

ATTEST: [Signature]

Palm Beach County

Deputy Clerk



APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

[Signature]

COUNTY ATTORNEY

CITY OF DELRAY BEACH

BY: Rita Ellis

Mayor

DATE: 6/19/07

ATTEST: Donald D. Rubin

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**

Agenda Item No:

3A3

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: September 11, 2007 ☒ Consent ☐ Regular
Department: Administration ☐ Public Hearing
Submitted By:

I. EXECUTIVE BRIEF

Motion and Title: Staff Recommends Motion to approve execution of the first amendment to the Interlocal Agreement creating the Palm Beach Workforce Development Consortium, authorizing the execution of such other documents as may be necessary to complete the transactions contemplated hereby; and providing an effective date.

Summary: 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.

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. The County of Palm Beach has been designated by the Governor of the State of Florida as a Workforce Development Region (Region 21).

Background and Policy Issues: Workforce Alliance, Inc. (Alliance) currently operates as the County's administrative entity pursuant to Interlocal Agreement #R2007-1220 dated July 10, 2007 to provide policy guidance for implementing and exercising oversight with respect to job training activities under the Workforce Innovation Act of 2000 (Florida Statutes, Section 455) and the WIA. The Interlocal Agreement #R2007-1220 designates Alliance as the fiscal agent, grant recipient and administrative entity to administer such funding sources as may be available to support workforce development activities for Region 21, Palm Beach County, Florida.

The proposed first amendment to the Interlocal Agreement encompasses language that was requested by the Florida Department of Community Affairs which inserts language stating the requirements of the Independent Special District charter in accordance with Sections 189.416(1) and 189.418(1), Florida Statutes by adding sections "J" to Article 9. of the Interlocal Agreement.

Pursuant to the authority under Section 163.01, Florida Statutes Alliance respectfully requests approval by the Palm Beach County Board of County Commissioners authorizing the execution of the first amendment to the Interlocal Agreement Creating the Palm Beach Workforce Development Consortium; authorizing the execution of such other documents as may be necessary to complete the transactions contemplated hereby; and providing an effective date.

Attachment:

1. First Amendment to the Interlocal Agreement Creating the Palm Beach Workforce Development Consortium

Recommended by:

Steve Craig for Kathryn Schmidt 8-14-07
Department Director Date

Approved By:

Sharon G. Brown 8-17-07
Assistant County Administrator Date

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:

OFMB

Contract Dev. and Control

B. Legal Sufficiency:

Assistant County Attorney

C. Other Department Review:

Department Director

R2007:1446 SEP 11 2007

**FIRST AMENDMENT TO THE
INTERLOCAL AGREEMENT CREATING
THE
PALM BEACH WORKFORCE DEVELOPMENT CONSORTIUM**

WITNESSETH:

WHEREAS, Palm Beach County and the municipalities of Delray Beach, Palm Beach Gardens, and South Bay, all of the State of Florida pursuant to the authority under Section 163.01, Florida Statutes, and each passing resolutions to that effect entered into an Interlocal Agreement Creating The Palm Beach Workforce Development Consortium.

WHEREAS, Palm Beach County and the municipalities of Delray Beach, Palm Beach Gardens, and South Bay, wish to revise the Interlocal Agreement and insert language stating the requirements of the Independent Special District charter in accordance with Sections 189.416(1) and 189.418(1), Florida Statutes.

WHEREAS, the effective date of this First Amendment shall be August 1, 2007.

NOW, THEREFORE, in consideration of the mutual covenant and agreement expressed herein, Palm Beach County and the municipalities of Delray Beach, Palm Beach Gardens, and South Bay, hereby agree that the Interlocal Agreement Creating The Palm Beach Workforce Development Consortium is amended as follows:

1. Insert and add the following "Section J." to "Article 9. DUTIES AND RESPONSIBILITIES OF THE PALM BEACH WORKFORCE DEVELOPMENT CONSORTIUM" of the Interlocal Agreement as follows:

J. The following provisions for the requirements of the Workforce Alliance Independent Special District (ISD) Charter are provided herewith:

- a) The purpose of the ISD is to develop a readily available workforce of skilled workers which is mandatory to attract new businesses to the ISD and to retain and expand existing businesses within the ISD. This in turn will increase the wealth of the ISD, grow the economic "pie", ensure jobs for our citizens, expand the tax base, improve the quality of life and ensure the district's economic future.
- b) The powers, functions and duties of the ISD will not be used for the purpose of ad valorem taxation, bond issuance or other revenue-raising capabilities within the district. Nor will tax deeds and tax certificates for non-ad valorem assessments as well as liens or the foreclosure of liens be used. The budget and its approval as well as contractual agreements will be in parallel with the provisions set forth in this Interlocal Agreement.

- c) The method of establishing the ISD is by this Interlocal Agreement between the governing bodies of Palm Beach County and the municipalities of Delray Beach, Palm Beach Gardens and South Bay, all located within the boundaries of Palm Beach County. The ISD shall be established by the concurrence and signing of all participants of this Interlocal Agreement.
- d) The ISD Charter will be amended as required upon recommendation by any member of The Palm Beach Workforce Development Consortium/ISD providing thirty days written notice prior to a scheduled meeting of the members.
- e) The membership and organization of the ISD will parallel that of The Palm Beach Workforce Development Consortium.
- f) There will be no compensation for members of the governing board other than for travel and meeting expenses.
- g) The administrative duties of the governing board are as follows:
 - Determine the procedures for the development of the Workforce Investment Plan and the strategy to implement Florida's workforce development initiative within the ISD.
 - Together with Workforce Alliance, Inc., to approve the workforce development plan for the ISD and modifications thereto.
 - Provide oversight and guidance in conjunction with the Workforce Alliance Inc. Board of Directors.
 - Perform any other appropriate duties necessary for the accomplishment, and consistent with the purposes of the ISD.
- h) The applicable financial disclosure, noticing, and reporting requirements will be followed as required by and in accordance with all applicable Florida Statutes for publicly elected officials, in accordance with Florida's Government-in-the Sunshine Law (FS Chapter 286) and reporting will be in parallel with The Palm Beach Workforce Development Consortium and Workforce Alliance, Inc. as required for federal and state reporting.
- i) Members of the ISD governing board will be a duly elected County commissioner or a city Councilperson appointed to the ISD by their respective commission or council.
- j) The ISD will be financed through the allocation of federal funds from the United States Department of Labor or the United States Department of Health and Human Services or through any other Federal, State or Local source. Other funds in the form of public and/or private grants or awards may be available from time to time.

- k) The ISD will not tax, issue bonds, nor collect non ad valorem assessments, fees or service charges.
 - l) Planning to meet federal and state requirements is the submission of a strategic workforce development plan every two years which is process oriented in nature. Therefore, a local plan which will be tailored to the ISD and which will focus on the outcomes necessary to meet the goals and objectives of the ISD will be developed and reviewed on an annual basis.
 - m) The geographic boundary of the ISD is limited to the confines of the legal description of Palm Beach County Florida.
 - n) The creation of this ISD is consistent with local government approved comprehensive plans.
2. All other provisions of the Interlocal Agreement Creating The Palm Beach Workforce Development Consortium and attachments thereto in conflict with this First Amendment shall be and are hereby changed to conform with this First Amendment. All other provisions of the Interlocal Agreement and attachments thereto not in conflict with this First Amendment are still in effect and are to be performed as specified in the Interlocal Agreement.

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

EXECUTION PAGE [Page 1 of 1]

COUNTY OF Palm Beach

R2007-1446 SEP 11 2007

BY: Addie L. Greene Chair

Addie L. Greene, Chairperson

DATE: SEP 11 2007

ATTEST: Sharon R. Bock, Clerk & Comptroller Clerk
Nancy Priddy Deputy Clerk

CITY OF DELRAY BEACH

BY: Rita Ellis Mayor

DATE: 08/10/2007

ATTEST: Joan K. Whipple, Deputy City Clerk Corporation Secretary

Approved as to form and
legal sufficiency:

By

[Signature]
City Attorney

CITY OF PALM BEACH GARDENS

BY: [Signature] Mayor

DATE: 9/4/07

ATTEST: [Signature], City Clerk Corporation Secretary

CITY OF SOUTH BAY

BY: [Signature] Mayor

DATE: 8-7-07

ATTEST: Virginia K. Walker Corporation Secretary

STATE OF FLORIDA, COUNTY OF PALM BEACH
I, SHARON R. BOCK, Clerk & Comptroller, do hereby

certify this to be a true and correct copy of the original
filed in my office on SEP 11 2007

dated at West Palm Beach, FL on 9-11-07

By: Nancy Priddy
Deputy Clerk

