

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	\$0	\$0	\$0	\$0	\$0
Operating Costs	\$0	\$0	\$0	\$0	\$0
External Revenues	\$0	\$0	\$0	\$0	\$0
Program Income(County)	\$0	\$0	\$0	\$0	\$0
In-Kind Match(County)	\$0	\$0	\$0	\$0	\$0
NET FISCAL IMPACT	\$0	\$0	\$0	\$0	\$0
#ADDITIONAL FTE	0	0	0	0	0
POSITIONS (CUMULATIVE	0	0	0	0	0

Is Item Included in Current Budget? Yes No XX
 Does this item include the use of federal funds? Yes XX No

Budget Account No:

Fund Agency Organization Object

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

There is no fiscal impact associated with this item.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS:

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

Steve Murt 8/24/24
 OFMB 9A 8-23-24

Eric S. Jacobson 9/13/24
 Contract Dev. & Control

B. Legal Sufficiency (initials) 8/24/24

JP Herwan
 Assistant County Attorney
 for H. Hvizd

C. Other Department Review

 Department Director

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

ATTACHMENT 1

**INTERLOCAL AGREEMENT
PALM BEACH WORKFORCE DEVELOPMENT CONSORTIUM**

THIS INTERLOCAL AGREEMENT, is entered into this ____ day of _____, 2021, by and between Palm Beach County (County) a political subdivision of the State of Florida and the City of Delray Beach, the City of Palm Beach Gardens, the City of South Bay and the City of West Palm Beach. The Parties acknowledge that the prior Interlocal Agreement R2007-1220 creating the Palm Beach Workforce Development Consortium (Consortium), dated July 10, 2007 and its amendments thereto; the First Amendment to the Interlocal Agreement R2007-1446 clarifying the responsibilities of the Consortium and creating the Palm Beach Workforce Development Consortium Independent Special District (ISD) for the purpose of offering Consortium staff the ability to participate in the Florida Retirement System, dated September 11, 2007; Amendment No. 2 to the Interlocal Agreement R2008-1268 authorizing the designation of a Regional Workforce Board as a one stop operator and direct provider of certain services, dated July 22, 2008 and the Third Amendment to the Interlocal Agreement R2014-1650 establishing Palm Beach County as the Chief Elected Official and adding the City of West Palm Beach as a Consortium member, dated November 18, 2014, are hereby by mutual agreement of the parties replaced in their entirety by this Interlocal Agreement.

WITNESSETH:

WHEREAS, the parties to this Agreement formed the Consortium for the purpose of establishing an ISD and to implement Federal and State workforce development programs and related activities in Palm Beach County, Florida under the provisions of the Workforce Innovation and Opportunity Act, the Temporary Assistance to Needy Families Act, the Wagner-Peyser Act and the Florida Workforce Innovation Act of 2000 ("Workforce Programs"); and

WHEREAS, Public Law 113-128 enacted by the congress of the United States effective July 1, 2015, which Act is known as the Workforce Innovation and Opportunity Act ("WIOA"), 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 CareerSource Florida, Inc. 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 Local Workforce Development Areas; and

WHEREAS, Palm Beach County, Florida has been designated by the Governor of the State of Florida as Local Workforce Development Area 21 ("LWDA 21") and the Palm Beach County Board of County Commissioners is designated as the Local Chief Elected Official, the fiscal agent, grant recipient and administrative entity to administer Workforce Programs and such other funding sources as may be available to support workforce development activities for LWDA 21; and

ATTACHMENT 1

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 Programs and such other funding sources as may be available to support workforce activities; and

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

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. CONTINUATION OF THE CONSORTIUM

- a. The parties to this Interlocal Agreement hereby reaffirm, restate and establish their intent to continue the operation of the multi-jurisdictional consortium, called the Consortium for the express purpose of collectively carrying out the individual responsibilities of each party to this Agreement under the Workforce Programs, other applicable statutes and such other funding sources as may be available to support workforce activities.
- b. The members, representatives and officers of the Consortium are specified in Sections 8.a. and 8.b. of this Interlocal Agreement.

2. PARTIES TO THIS AGREEMENT

Each of the parties to this Agreement is a county or city of the State of Florida, within Palm Beach County 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:

Name	Address
Board of County Commissioners Palm Beach County, Florida	301 North Olive Avenue West Palm Beach, FL 33401
City of Delray Beach Delray Beach, Florida	100 NW First Avenue Delray Beach, FL 33444
City of Palm Beach Gardens Palm Beach Gardens, Florida	10500 North Military Trail Palm Beach Gardens, FL 33410
City of South Bay South Bay, Florida	335 SW 2nd Ave South Bay, FL 33493

City of West Palm Beach
West Palm Beach, Florida

401 Clematis Street
West Palm Beach, FL 33401

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 Palm Beach County, Florida.
- b. Pursuant to the designation by the Governor, Palm Beach County shall be the LWDA 21 as provided for in Section 106 of Title 1 of WIOA and Florida's workforce development initiatives as designated by CareerSource Florida, Inc. and the Governor of Florida.

5. FEDERAL AND STATE REQUIREMENTS

It is the intent of the Consortium to incorporate into this Agreement the duties and obligations governing Workforce Programs, as well as any other rules and regulations both state and federal, applicable to these initiatives.

6. CREATION OF ADMINISTRATIVE ENTITY AND DIRECT PROVIDER OF SERVICES

The Consortium will employ staff, which on the effective date of this agreement comprises CareerSource, as the administrative entity and the Director Provider of Services to operate and implement Workforce Programs and related programs in LWDA 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 representatives of the five (5) member governments who shall be elected officials designated to serve by their respective Commission, or Council with the exception of the City of West

Palm Beach from which the representative shall be the Mayor. Each municipality shall have one (1) representative, entitled to one vote each. The County shall have one (1) representative entitled to a total of five (5) votes. The elected officials or, in the case of the City of West Palm Beach, the Mayor may designate an alternate to serve in the elected official's or Mayor's absence. The alternate shall be an elected official to the Commission or Council.

- b. The officers of the Consortium shall include a chair which is the representative of the Board of County Commissioners of Palm Beach County. The vice chair shall be elected from among the mayors or elected officials of the four (4) participating cities by the membership of the Consortium for a term of one (1) year, consistent with the state fiscal year, but shall hold office until a successor is duly elected.

9. DUTIES AND RESPONSIBILITIES OF THE CONSORTIUM

- a. To appoint the members of the CareerSource board which shall consist of no less than 19 and no more than 33 members as provided for under WIOA and the Florida Workforce Innovation Act.
 - i. Each municipality that is a Consortium member may appoint one (1) private sector member of the Board, meeting the requirements of WIOA, section 107.(b)(2)(A) and the Florida Workforce Innovation Act. The County will appoint additional private sector board appointments to assure a minimum 51% private sector majority, meeting the requirements of WIOA and the Florida Workforce Innovation Act. Mandatory appointments will be approved by the Consortium.
 - ii. The Consortium may add individual organizational representatives to the membership of the CareerSource Board of Directors as provided for under WIOA and the Florida Workforce Innovation Act, provided that sufficient additional private sector appointments are made to assure a minimum 51% private sector majority.
- b. The Board of County Commissioners of Palm Beach County is designated the fiscal agent, grant recipient and administrative entity to administer Workforce Programs and such other funding sources as may be available to support workforce development activities for LWDA 21. The Board of County Commissioners of Palm Beach County shall designate the subgrant recipient, which on the effective date of this agreement is CareerSource, whose responsibility is to administer Workforce Programs. The Board of County Commissioners of Palm Beach County and the subgrant recipient shall enter into a formal agreement.

- c. To determine the procedures for the development of the Local Plan as described in Section 108 of WIOA and the strategy to implement Florida's workforce development initiatives within LWDA 21.
- d. Together with the subgrant recipient to approve the Local Plan for LWDA 21 and modifications thereto.
- e. To provide oversight and guidance in conjunction with the subgrant recipient.
- f. To accept responsibility for compliance and accountability for state and federal funds. Any disallowed costs will remain the responsibility of Palm Beach County as the Local Chief Elected Official.
- g. To establish an ISD (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.
- h. To perform any other appropriate duties necessary for the accomplishment, and consistent with the purposes of this Agreement and the Workforce Programs.
- i. The following provisions for the requirements of the ISD Charter are provided:
 - i. 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.
 - ii. 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.
 - iii. The method of establishing the ISD was by the First Amendment to the Interlocal Agreement executed on September 11, 2007 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, Florida. The ISD shall be reaffirmed by the concurrence and signing of all participants of this Interlocal Agreement.
 - iv. The ISD Charter will be amended as required upon recommendation by any member of the Consortium/ISD providing thirty days written notice prior to a scheduled meeting of the members.

- v. The membership and organization of the ISD will parallel that of the Consortium.
- vi. There will be no compensation for members of the ISD governing board other than for travel and meeting expenses.
- vii. The administrative duties of the ISD governing board are as follows:
 - Determine the procedures for the development of the Local Plan and the strategy to implement Florida's workforce development initiative within the ISD.
 - Together with CareerSource, to approve the Local Plan for the ISD and modifications thereto.
 - Provide oversight and guidance in conjunction with the CareerSource Board of Directors.
 - Perform any other appropriate duties necessary for the accomplishment, and consistent with the purposes of the ISD.
- viii. 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 (Florida Statutes Chapter 286) and reporting will be in parallel with the Consortium and CareerSource as required for federal and state reporting.
- ix. Members of the ISD governing board will be a duly elected County Mayor and a city Councilperson from each of the member municipalities appointed to the ISD by their respective commission or council.
- x. 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.
- xi. The ISD will not tax, issue bonds, nor collect non ad valorem assessments, fees or service charges.
- xii. Planning to meet federal and state requirements is the submission of a Local Plan every four years which is process oriented in nature. The Local Plan will be tailored to the ISD and will focus on the outcomes necessary to meet the goals and objectives of the ISD and reviewed on an annual basis.

- xiii. The geographic boundary of the ISD is limited to the confines of the legal description of Palm Beach County, Florida.
- xiv. The creation of this ISD is consistent with local government approved comprehensive plans.

10. MEETINGS

- a. The Consortium Chair shall preside at all Consortium meetings and shall perform all duties incident to that office. The Consortium 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 meeting shall consist of the representative of the Board of County Commissioners of Palm Beach County and two (2) additional 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 Workforce Programs or other workforce development or related grants provided by CareerSource 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 Workforce Programs or others, 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 the Workforce Programs 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 CareerSource 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 approval of the CareerSource President and CEO, upon the recommendation of the CareerSource Board of Directors. In accordance with Section 445.007(2)(c) Florida Statutes and CareerSource Florida Administrative Policy Number 110, Section IV.A.1. The Local Chief Elected Official may remove a member of the Board of Directors, the CareerSource President and CEO, or the designated person responsible for the operational and administrative function of CareerSource for cause. Cause includes, but is not limited to, engaging in fraud or other criminal acts, incapacity, unfitness, neglect of duty, official incompetence and irresponsibility, misfeasance, malfeasance, nonfeasance, gross mismanagement, waste or lack of performance.
- b. 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 designation on the effective date of this agreement is CareerSource.
- c. The manner in which accountability for fund expenditures shall be provided for including an independent audit to be conducted in accordance with the

Florida Statutes and Government Auditing Standards.

- d. The acceptance of grants, gifts, or other types of financial assistance as allowed by law.
- e. Authorization of the President and CEO of CareerSource to negotiate, enter into and execute agreements following the approval of CareerSource Board policy as appropriate to carry out the operational and administrative requirements and functions of the Workforce Programs, Local Plan and for day to day operations.
- f. Authorization of the President and CEO of CareerSource, to make purchases in accordance with the procurement and purchasing guidelines approved as a part of the CareerSource Local Plan filed with the state. Purchases shall include services, supplies, consultant agreements, materials, equipment and leased space.
- g. Authorization of the President and CEO of CareerSource, to make and issue policies and procedures as determined by the CEO limitations of the Carver Board Policy Governing model.
- h. Authorization of the President and CEO of CareerSource 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 CareerSource board 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 CareerSource board for ratification by the appropriate entity. All such contracts, purchases and expenditures shall be in accordance with established rules and governing state and federal policies and circulars.
- i. 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 on the effective date of this agreement is CareerSource.
- j. The acquisition, ownership, custody, operation, maintenance, lease or sale of real or personal property subject to federal and state rules.
- k. The disposition, diversion or distribution of any property acquired.
- l. The composition, membership appointments, and organizational approval of any advisory bodies to the Consortium.
- m. The manner in which staff shall be employed to carry out and serve Consortium and CareerSource objectives.

- n. The development of 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 policies, rules and regulations of the CareerSource Florida Inc. and the Florida Department of Economic Opportunity.
- 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 its participation, a 60-day written notice shall be provided to all parties hereunder and to the President/CEO of CareerSource, 3400 Belvedere Road, West Palm Beach, Florida 33406. Notice must be given in writing sent by Certified United States Mail with Return Receipt Requested.

FOR:

Board of County Commissioners
Palm Beach County, 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

Mayor, City of West Palm Beach
West Palm Beach, Florida

401 Clematis Street
West Palm Beach, FL 33401

18. CONSTRUCTION AND REMEDIES

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. Any legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the Consortium, County, or municipalities.

19. 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.

20. 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.

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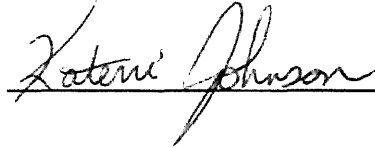
EXECUTION PAGE [Page 1 of 5]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature below.

CITY OF DELRAY BEACH

BY:  Mayor

DATE: 8/10/2021

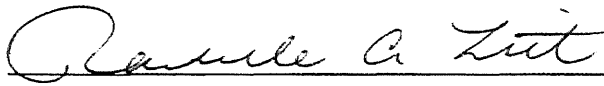
ATTEST: 




EXECUTION PAGE [Page 2 of 5]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature below.

CITY OF PALM BEACH GARDENS

BY:  Mayor

DATE: July 15, 2021

ATTEST: 
Patricia Sinder, CMC, City Clerk

EXECUTION PAGE [Page 3 of 5]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature below.

CITY OF SOUTH BAY

BY: Joe Sly Mayor

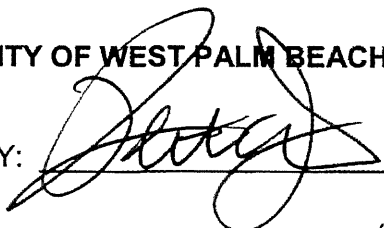
DATE: June 01, 2021

ATTEST: [Signature]

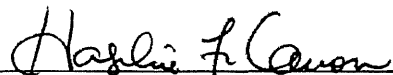
EXECUTION PAGE [Page 4 of 5]


IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature below.

CITY OF WEST PALM BEACH

BY:  _____ Mayor

DATE: 7/27/21

ATTEST:  _____

CITY ATTORNEY'S OFFICE
Approved as to form and legality
By:  _____

EXECUTION PAGE [Page 5 of 5]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature below.

ATTEST:
JOSEPH ABRUZZO
CLERK AND COMPTROLLER

PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS

BY: _____
Deputy Clerk

BY: _____
Dave Kerner, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

BY: _____
Helene Hvizd,
Assistant County Attorney

BY: _____
Dorritt M. Miller,
Assistant County Administrator

ATTACHMENT 2

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.

ATTACHMENT 2

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 Alliance 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.

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COUNTY OF Palm Beach

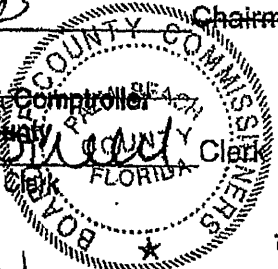
R2007 1220

BY: Addie L. Greene Chairman

**ADDIE L. GREENE
CHAIRPERSON**

DATE: JUL 10 2007
Sharon H. Bock, Clerk & Comptroller

ATTEST: [Signature] 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: [Signature] 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**

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.

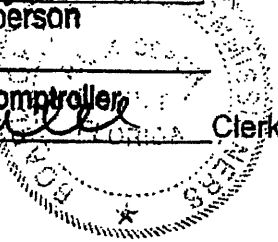
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COUNTY OF Palm Beach R2007*1446 SEP 11 2007

BY: Addie L. Greene Chair
Addie L. Greene, Chairperson

DATE: SEP 11 2007

ATTEST: Sharon R. Bock Clerk & Comptroller
Tracy Prindle Deputy Clerk Clerk



CITY OF DELRAY BEACH

BY: Rita Ellis Mayor

Approved as to form and legal sufficiency:

[Signature]
City Attorney

DATE: 08/10/2007

ATTEST: Joan Whipple Deputy City Clerk Corporation Secretary

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

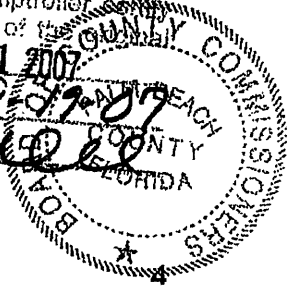
I, SHARON R. BOCK, Clerk & Comptroller, certify

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: Tracy Prindle Deputy Clerk



R 2008 1268 JUL 22 2008

AMENDMENT 002 TO
AGREEMENT R2007-1220 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 incorporating language that was signed by Governor Crist pursuant to Senate Bill 428 which authorizes the designation of a Regional Workforce Board as a One-Stop Operator and Direct Provider of certain services by agreement of the Chief Elected Official and the Governor.

WHEREAS, the effective date of this Second Amendment shall be July 22, 2008.

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. Delete in its entirety "Article 6. CREATION OF ADMINISTRATIVE ENTITY" found on page 3 of the Agreement and replace with the below revised "Article 6. CREATION OF ADMINISTRATIVE ENTITY AND DIRECT PROVIDER OF SERVICES".

6. CREATION OF ADMINISTRATIVE ENTITY AND DIRECT PROVIDER OF SERVICES

The Consortium, pursuant to Section 163.01(7) of the Florida Statutes and Senate Bill 428 will employ staff which comprise Workforce Alliance, Inc. as Administrative entity and the Direct Provider of Services to operate and implement workforce programs including One-Stop Direct Services and related programs in the Workforce Development Area (Region 21).

2. All other provisions of Agreement R2007-1220 Creating The Palm Beach Workforce Development Consortium and attachments thereto in conflict with Amendment 002 shall be and are hereby changed to conform with Amendment 002. All other provisions of the Interlocal Agreement and attachments thereto not in conflict with Amendment 002 are still in effect and are to be performed as specified in the Interlocal Agreement.

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R 2008: 1268

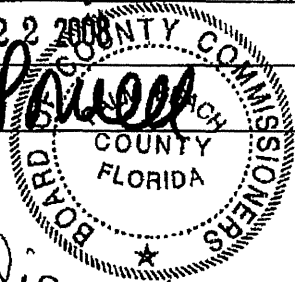
COUNTY OF PALM BEACH

Addie L. Greene

BY: Addie L. Greene Chairperson

DATE: JUL 22 2008

ATTEST: Nancy Powell Deputy Clerk



CITY OF DELRAY BEACH

Approved as to form and legal sufficiency:

BY: Rita Ellis Mayor

By: [Signature]
Asst. City Attorney

DATE: 8-5-08

ATTEST: Donald D. Nisani Corporation Secretary
[Signature] City Clerk

CITY OF PALM BEACH GARDENS

BY: [Signature] Mayor

DATE: 8/21/08

ATTEST: [Signature] Corporation Secretary

CITY OF SOUTH BAY

BY: Stanley Walker-Turner Mayor

DATE: 9-3-08

ATTEST: Virginia K. Walker Corporation Secretary

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

[Signature]
COUNTY ATTORNEY

R 2014 1650

NOV 18 2014

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

This Third Amendment modifies the Interlocal Agreement that created the Palm Beach Workforce Development Consortium ("Consortium") and 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, South Bay and West Palm Beach, all of the State of Florida.

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") CareerSource Florida 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 was 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; and

WHEREAS, the above governing bodies in the WDB Region 21 with the exception of the City of West Palm Beach came 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; and

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

WHEREAS, the above governing bodies with the exception of the City of West Palm Beach entered into an Interlocal Agreement, which was designated by the County as R2007-1220, dated July 10, 2007 creating the Palm Beach Workforce Development Consortium which Agreement was modified by the First Amendment to the Interlocal Agreement dated September 11, 2007 and designated as R2007-1446 by the County, and Amendment 002 to Agreement Creating the Palm Beach Workforce Development Consortium dated July 22, 2008 and designated R2008-1268 by the County which are collectively herein referred to as the "Interlocal Agreement"; and

WHEREAS, the above governing bodies desire to amend the Interlocal Agreement to add the City of West Palm Beach as a Consortium member; and

WHEREAS, the above governing bodies wish to amend the Interlocal Agreement to make clear that the Chief Elected Official (CEO) is the Board of County Commissioners of Palm Beach County, Florida, and is the fiscal agent, grant recipient and administrative entity to administer the programs and funds in Region 21 with the power and authority to delegate such responsibility to Workforce Alliance, or any other appropriate entity, as its sub-grant recipient to perform the responsibilities as fiscal agent and administrative entity.

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. Delete in its entirety Section 1.b. of the Interlocal Agreement and replace it with the following:
 - b. The members, representatives and officers of the Consortium are specified in Sections 8.a. and 8.b. of this Interlocal Agreement.
2. The following is inserted at the end of Section 2 of the Interlocal Agreement:

Mayor, City of West Palm Beach
West Palm Beach, Florida

401 Clematis Street
West Palm Beach, FL 33401

3. Delete in its entirety Section 8.a. of the Interlocal Agreement and replace it with the following:
 - a. The Consortium shall consist of representatives of the five (5) member governments who shall be elected officials designated to serve by their respective Commission, or Council with the exception of the City of West Palm Beach from which the representative shall be the Mayor. Each municipality shall have one (1) representative, entitled to one vote each. The County shall have one (1) representative entitled to a total of five (5) votes. The elected officials or, in the case of the City of West Palm Beach, the Mayor may designate an alternate to serve in the elected official's or Mayor's absence. The alternate shall be an elected official to the Commission or Council.

4. Delete in its entirety Section 8.b. of the Interlocal Agreement and replace it with the following:
 - b. The officers of the Consortium shall include a chair which is the Representative of the Board of County Commissioners of Palm Beach County. The vice chair shall be elected from among the mayors of the four (4) participating cities by the membership of the Consortium for a term of one (1) year, consistent with the state fiscal year, but shall hold office until a successor is duly elected.

5. Delete in its entirety Section 9.b.-h. of the Interlocal Agreement and replace it with the following:
 - b. The Board of County Commissioners is designated as the CEO, 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 CareerSource Florida.

 - c. The Board of County Commissioners shall designate the subgrant recipient, initially Workforce Alliance, Inc. (to be renamed CareerSource Palm Beach County, Inc. and to be known as CareerSource Palm Beach County), whose responsibility it is to administer workforce development services and the Board of County Commissioners and the subgrant recipient shall enter into a formal agreement.

 - 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 the subgrant recipient to approve the workforce development plan for the Region and modifications thereto.
 - f. To provide oversight and guidance in conjunction with the subgrant recipient.
 - 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 the CEO.
 - 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.
6. The following is inserted at the end of Section 16 of the Interlocal Agreement:
- | | |
|--------------------------------|---------------------------|
| Mayor, City of West Palm Beach | 401 Clematis Street |
| West Palm Beach, Florida | West Palm Beach, FL 33401 |
7. Attachment 1 to the Interlocal Agreement is replaced by the Attachment 1 attached hereto.
8. All other provisions of the Interlocal Agreement and attachments thereto in conflict with this Third Amendment shall be and are hereby changed to conform with this Third Amendment. All other provisions of the Interlocal Agreement and attachments thereto not in conflict with this Third 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.]

CITY OF DELRAY BEACH

BY: [Signature] Mayor
Cary D. Glickstein

DATE: _____

ATTEST: [Signature] City Clerk
D. N. N. N.

Approved as to form and legal sufficiency:

By: [Signature]
City Attorney 5/14/14

CITY OF PALM BEACH GARDENS

BY: [Signature] Mayor

DATE: 6/2/14

ATTEST: [Signature] City Clerk

CITY OF SOUTH BAY

BY: [Signature] Mayor

DATE: 4/24/14

ATTEST: [Signature] City Clerk

CITY OF WEST PALM BEACH

BY: [Signature] Mayor

DATE: 5/13/2014

ATTEST: [Signature] City Clerk

CITY ATTORNEY'S OFFICE

Approved as to form and legality

By: [Signature]

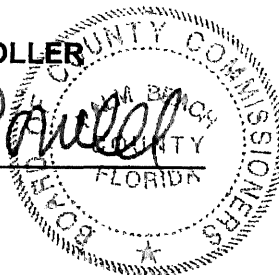
R2014W1650 NOV 18 2014

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS:

By: *Nancy Powell*
Deputy Clerk

By: *Shelley Vana*
Shelley Vana Mayor



APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: *Tammy K. Fields*
Tammy K. Fields
Chief Assistant County Attorney

By: *Shannon R. LaRocque, Jr.*
Shannon R. LaRocque, Jr.
Assistant County Administrator

Attachment 1

CareerSource Palm Beach County, Inc. Board Composition

<u>Private Sector*</u>	
Appointed by:	
Palm Beach County Commission	14
City of South Bay	1
City of Delray Beach	1
City of Palm Beach Gardens	1
City of West Palm Beach	1
Total Private Sector	18
<u>Mandatory Appointments**</u>	
Local Educational Entities	1
Postsecondary Educational Institution/Community Collage	1
Labor or Employee Representatives	2
Community-Based Organizations: Disabled	1
Community-Based Organizations: Veterans	1
Economic Development Agencies	2
One-Stop Partners: TANF/DCF	1
One-Stop Partners: Senior Community Service Employment Program	1
One-Stop Partners: Vocational Rehabilitation	1
CSBG	1
HUD	1
Job Corps	1
Migrant & Seasonal Farmworkers Programs	1
Private Non-Profit Training Provider	1
Private For-Profit Training Provider	1
Total Mandatory	17

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

Mandatory appointments are specified by Federal Law/State Statutes **

ATTACHMENT 3

82014-1894
CONTRACT TO ADMINISTER GRANT FUNDS

This Contract is made as of the _____ day of DEC 16 2014, 20_____, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and CareerSource Palm Beach County, Inc., a Florida corporation, authorized to do business in the State of Florida, hereinafter referred to as the CAREERSOURCE, whose Federal I.D. is 650709274.

In consideration of the mutual promises contained herein, the COUNTY and the CAREERSOURCE agree as follows:

ARTICLE 1 - SERVICES

The CAREERSOURCE'S responsibility under this Contract is to administer Federal and State workforce development programs in Palm Beach County, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Contract shall be Shannon R. LaRocque, P.E., Assistant County Administrator, telephone no. (561) 355-2428.

The CAREERSOURCE'S representative/liaison during the performance of this Contract shall be Steve Craig, President & CEO, telephone no. (561) 340-1060.

ARTICLE 2 - SCHEDULE

The date of execution shall be the effective date of the contract and shall be renewed annually by the COUNTY on or before July 1 of each year to assure material compliance with this Contract and all applicable local, State and Federal laws and regulations. This Contract shall be deemed automatically renewed unless the COUNTY shall give written notice to CAREERSOURCE of non-renewal at least 120 days prior to its annual renewal date.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

ARTICLE 3 - PAYMENTS TO ALLIANCE

CAREERSOURCE shall not receive any compensation from the COUNTY to perform these services. CAREERSOURCE shall utilize grant funding for all costs to administer and oversee the grant funds.

ARTICLE 4 - TERMINATION

This Contract may be terminated in whole or in part, by the COUNTY, with cause, upon 120 days written notice to the CAREERSOURCE with an opportunity of CAREERSOURCE to cure any material violation of this Contract or applicable law or regulation. Upon failure of CAREERSOURCE to cure such violation and after receipt of a Termination Notice and except

ATTACHMENT 3

as otherwise directed by the COUNTY the CAREERSOURCE shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work which are subject to termination at the direction of the COUNTY.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated provided, however, that, notwithstanding the termination of the CONTRACT, CAREERSOURCE shall have the power and authority to perform the work continued.

ARTICLE 5 - PERSONNEL

CAREERSOURCE represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinunder shall be performed by CAREERSOURCE or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

CAREERSOURCE warrants that all services shall be performed by skilled and competent personnel.

All of CAREERSOURCE'S personnel (and all Subcontractors), while on County premises conducting the business of CAREERSOURCE and known by CAREERSOURCE to be on County premises, will be informed that they shall comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 6 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CAREERSOURCE. The CAREERSOURCE shall not, based solely on this Contract, be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CAREERSOURCE authorized to use the COUNTY'S Tax Exemption Number in securing such materials. CAREERSOURCE shall be responsible for obtaining and demonstrating its own exemption.

The CAREERSOURCE shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

ARTICLE 7 - INSURANCE

- A. CAREERSOURCE shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein to the extent permitted by Federal law and regulation, currently found in OBM Circular A-122 Attachment B subsection 22 (the "Federal Limitation"). CAREERSOURCE shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by CAREERSOURCE are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CAREERSOURCE under the contract.

- B. **Commercial General Liability** CAREERSOURCE shall maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. CAREERSOURCE shall provide this coverage on a primary basis.

- C. **Business Automobile Liability** CAREERSOURCE shall maintain Business Automobile Liability at a limit of liability not less than \$500,000 Each Accident for all owned, non-owned and hired automobiles. In the event CAREERSOURCE doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing CAREERSOURCE to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. CAREERSOURCE shall provide this coverage on a primary basis.

- D. **Workers' Compensation Insurance & Employers Liability** CAREERSOURCE shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. CAREERSOURCE shall provide this coverage on a primary basis.

- E. **Additional Insured** CAREERSOURCE shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." CAREERSOURCE shall provide the Additional Insured endorsements coverage on a primary basis.

- F. **Waiver of Subrogation** To the extent permitted by the Federal Limitation, CAREERSOURCE hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement to the policy, then CAREERSOURCE shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or which voids coverage should CAREERSOURCE enter into such an agreement on a pre-loss basis.

- G. **Certificate(s) of Insurance** Prior to execution of this Contract, CAREERSOURCE shall deliver to the COUNTY'S representative as identified in Article 24, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to:

Palm Beach County
Attn: Shannon R. LaRocque, P.E., Assistant County Administrator
301 N Olive Avenue, 11th Floor
West Palm Beach, FL 33401

- H. **Umbrella or Excess Liability** If necessary, CAREERSOURCE may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- I. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

ARTICLE 8 - INDEMNIFICATION

To the extent permitted by applicable law including Federal law and regulation as currently reflected in OMB Circular A-122, Attachment B, subsections 10 and 22, CAREERSOURCE shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of CAREERSOURCE.

ARTICLE 9 - SUCCESSORS AND ASSIGNS

The COUNTY and the CAREERSOURCE each binds itself and its successors and assigns to the other party and to the successors and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CAREERSOURCE shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

ARTICLE 10 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or CAREERSOURCE.

ARTICLE 11 - CONFLICT OF INTEREST

The conduct of CAREERSOURCE's board of directors as related to conflicts of interest is governed by Florida Statutes section 445.007. With respect to its employees, the CAREERSOURCE represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. Further, with respect to its employees, the CAREERSOURCE further represents that no person having any such conflict of interest shall be employed for said performance of services.

With respect to its employees, the CAREERSOURCE shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the CAREERSOURCE'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CAREERSOURCE may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CAREERSOURCE. The COUNTY agrees to notify the CAREERSOURCE of its opinion by certified mail within thirty (30) days of receipt of notification by the CAREERSOURCE. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CAREERSOURCE, the COUNTY shall so state in the notification and the CAREERSOURCE shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CAREERSOURCE under the terms of this Contract.

The CAREERSOURCE shall require their President & CEO and Directors to complete an executed Disclosure of Material Interests in writing on the form attached as Exhibit "B" once annually. Forms shall be submitted to County Administration within thirty (30) days of the Effective Date.

ARTICLE 12 - EXCUSABLE DELAYS

CAREERSOURCE shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CAREERSOURCE or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the CAREERSOURCE'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CAREERSOURCE'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 13 - ARREARS

The CAREERSOURCE shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CAREERSOURCE further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 14 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

Except to the extent CAREERSOURCE is required by state and Federal law or regulation to maintain documents and information provided to or obtained by CAREERSOURCE in confidence, the CAREERSOURCE shall deliver to the COUNTY's representative, if requested by COUNTY, all documents and materials prepared by and for the COUNTY under this Contract.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the CAREERSOURCE and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

Except to the extent CAREERSOURCE is required by state and Federal law or regulation to maintain documents and information provided to or obtained by CAREERSOURCE in confidence, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2-440, as amended.

ARTICLE 15 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CAREERSOURCE is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CAREERSOURCE'S sole direction, supervision, and control. The CAREERSOURCE shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CAREERSOURCE'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CAREERSOURCE does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 16 - ACCESS AND AUDITS

Except as provided in Article 14 above, the CAREERSOURCE shall provide the COUNTY an annual audit conducted by an Independent Certified Public Accountant.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the CAREERSOURCE, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 17 - NONDISCRIMINATION

The CAREERSOURCE warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

ARTICLE 18 - AUTHORITY TO PRACTICE

The CAREERSOURCE hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 19 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 20 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the CAREERSOURCE certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 21 - MODIFICATIONS OF WORK

Subject to the approval of CAREERSOURCE which shall not be unreasonable withheld, the COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CAREERSOURCE of the COUNTY'S notification of a contemplated change, the CAREERSOURCE shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the CAREERSOURCE'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CAREERSOURCE shall, unless otherwise required by state or Federal law or policy, suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment and the CAREERSOURCE shall not commence work on any such change until such written amendment is signed by the CAREERSOURCE and approved and executed on behalf of Palm Beach County.

ARTICLE 22 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Palm Beach County
Attn: Shannon R. LaRocque, P.E., Assistant County Administrator
301 North Olive Avenue, 11th Floor
West Palm Beach, Florida 33401

With copy to:

Palm Beach County Attorney's Office
Attn: Tammy K. Fields, Esq., Chief Assistant County Attorney
301 North Olive Avenue, 6th Floor
West Palm Beach, Florida 33401

If sent to the CAREERSOURCE, notices shall be addressed to:

CareerSource Palm Beach County, Inc.
Attn: Steve Craig, President & CEO
3400 Belvedere Road, West Palm Beach, FL 33406

With copy to:

Alley, Maass, Rogers & Lindsay, P.A.
Attn: David H. Baker, Esq.
340 Royal Poinciana Way, Suite 321
Palm Beach, FL 33480

ARTICLE 23 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CAREERSOURCE agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 21- Modifications of Work.

ARTICLE 24 - REGULATIONS; LICENSING REQUIREMENTS

The CAREERSOURCE shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CAREERSOURCE is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CAREERSOURCE has hereunto set its hand the day and year above written.

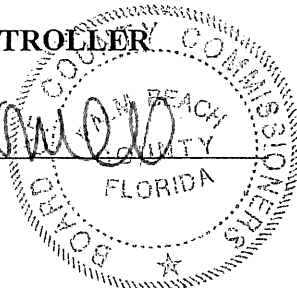
R2014-1894

DEC 16 2014

ATTEST:

**SHARON R. BOCK
CLERK AND COMPTROLLER**

By: *Sharon Bock*
Deputy Clerk



**PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS:**

By: *Shelley Vana*
Shelley Vana Mayor

WITNESS:

Mary Mullen
Signature

Mary Mullen
Name (type or print)

[Signature]
Signature

Sharon Brea
Name (type or print)

CAREERSOURCE:

**CAREERSOURCE PALM BEACH
COUNTY, INC.**

Steve Craig
Signature

STEVE CRAIG
Name

PRESIDENT & CEO
Title

(corp. seal)

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: *Tammy K. Fields*
Tammy K. Fields
Chief Assistant County Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**

By: *Shannon R. LaRocque*
Shannon R. LaRocque, P.E.
Assistant County Administrator

SCOPE OF WORK

CAREERSOURCE shall perform the duties and responsibilities of a regional workforce board under state and Federal law.

In addition, CAREERSOURCE may perform other duties and responsibilities as are from time to time agreed between the COUNTY and CAREERSOURCE.

DISCLOSURE OF MATERIAL INTERESTS

TO: PALM BEACH COUNTY ADMINISTRATOR, OR
HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

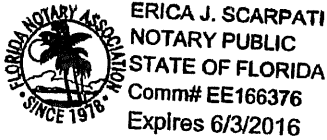
BEFORE ME, the undersigned authority this day personally appeared STEVE CRAIG
hereinafter referred to as Undersigned, who states as follows:

1. Undersigned is in the position of President & CEO or member of the Board of Directors of the CareerSource Palm Beach County, Inc. (BOARD).
2. Undersigned's address is: 3400 BELVEDERE ROAD, WEST PALM BEACH, FLORIDA 33406.
3. The Term of this Disclosure shall be for a period of one (1) year from the date of execution.
4. Undersigned states that neither Undersigned, nor any member of Undersigned's immediate family, to Undersigned's actual knowledge, has any material interest, directly or indirectly, in any entity that is seeking to obtain economic development incentives from the County with the assistance of the Board from the time the Board of County Commissioners considers approval of such incentives until the sooner of: one (1) year after approval of such incentives; or upon the Board of County Commissioners' decision not to approve such incentives. For purposes of this paragraph "immediate family" means parent, spouse, child or sibling. For purposes of this paragraph "material interest" shall mean serving as an officer, partner, director, or proprietor of the entity, or the ownership of more than five percent (5%) of the total assets or capital stock in the entity.
5. Undersigned, by execution hereof, agrees that Undersigned shall at all times during the term of this Disclosure conduct himself/herself in accordance with the highest fiduciary standards for a person in the position of Undersigned, and shall have a continuing obligation during such term to bring any conflict of interest involving Undersigned or a member of Undersigned's immediate family to the attention of the Board of Directors and CEO of the BOARD.
6. Undersigned has examined this disclosure and to the best of Undersigned's knowledge believes it is true, correct, and complete.

Steve Craig
Signature

Sworn to (or affirmed) and subscribed before me this 14 day of NOVEMBER, 2014, by STEVE CRAIG (X) who is personally known to me or () who has produced _____ as identification and who did take an oath.

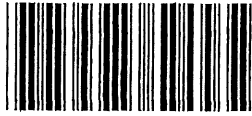
Erica J. Scarpati
Notary Public



(seal)

R-2016-0532

Document Type



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Amending R-number

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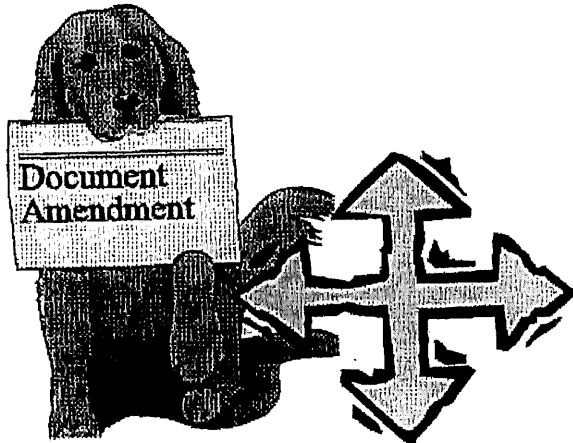


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FIRST AMENDMENT TO CONTRACT TO ADMINISTER GRANT FUNDS WITH
CAREERSOURCE PALM BEACH COUNTY, INC. (R2014-1894)

THIS FIRST AMENDMENT to the Contract to Administer Grant Funds (R2014-1894) is made as of this _____ day of APR 19 2016 2016, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and CareerSource Palm Beach County, Inc., a Florida not for profit corporation, authorized to do business in the State of Florida, hereinafter referred to as CAREERSOURCE, whose Federal I.D. is 65-0709274.

WITNESSETH:

WHEREAS, the parties entered into a Contract to Administer Grant Funds (R2014-1894) on December 16, 2014, hereinafter ORIGINAL CONTACT, in which CAREERSOURCE agreed to administer Federal and State workforce development programs in Palm Beach County; and

WHEREAS, the ORIGINAL CONTRACT provides that it shall be deemed automatically renewed annually, unless the COUNTY provides written notice to CAREERSOURCE of non-renewal; and

WHEREAS, the parties have mutually agreed that certain language of the ORIGINAL CONTRACT should be amended to conform to standard contract language currently utilized by the COUNTY.

NOW THEREFORE, the above-named parties mutually agree that the ORIGINAL CONTRACT is hereby amended as follows:

1. The second sentence of ARTICLE 10 – REMEDIES, is amended to read: “Any legal action necessary to enforce the Contract will be held in a court of competent jurisdiction in Palm Beach County, Florida.”
2. A second paragraph is added to ARTICLE 17 – NONDISCRIMINATION, which reads: “CAREERSOURCE has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if CAREERSOURCE does not have a written non-discrimination policy or one that conforms to the COUNTY’s policy, it has acknowledged through a signed statement provided to COUNTY that CAREERSOURCE will conform to the COUNTY’s non-discrimination policy as provided in R-2014-1421, as amended.”
3. Exhibit “B” attached hereto shall replace Exhibit “B” in the ORIGINAL CONTRACT in its entirety.

OTHER PROVISIONS

All provisions in the ORIGINAL CONTRACT in conflict with this First Amendment to the ORIGINAL CONTRACT shall be and are hereby changed to conform to the First Amendment.

All provisions of the ORIGINAL CONTRACT not in conflict with this First Amendment are still in effect and are to be performed at the same level as specified in the Contract.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CAREERSOURCE has hereunto set his/her hand the day and year above written.

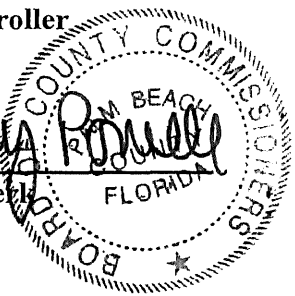
ATTEST:

R2016 40532 APR 19 2016

Sharon R. Bock
Clerk and Comptroller

PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS

By: *Sharon R. Bock*
Deputy Clerk



By: *Mary Lou Berger*
Mary Lou Berger, Mayor

WITNESS:

CAREERSOURCE:

[Signature]
Signature

CAREERSOURCE PALM BEACH
COUNTY, INC.

Sharon Brea
Witness Name (type or print)

[Signature]
Signature

PRESIDENT & CEO
Title

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: *[Signature]*
Assistant County Attorney

By: *[Signature]*
Shannon R. LaRocque, P.E.
Assistant County Administrator

DISCLOSURE OF MATERIAL INTERESTS

TO: PALM BEACH COUNTY ADMINISTRATOR, OR
HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

BEFORE ME, the undersigned authority this day personally appeared Steve Craig hereinafter referred to as Undersigned, who states as follows:

1. Undersigned is in the position of President & CEO or member of the Board of Directors of CareerSource Palm Beach County, Inc. (BOARD).
2. Undersigned's address is: 3400 Belvedere Road, West Palm Beach, Florida 33406
3. The Term of this Disclosure shall be for a period of one (1) year from the date of execution.
4. Undersigned states that neither Undersigned, nor any member of Undersigned's immediate family, to Undersigned's actual knowledge, has any material interest, directly or indirectly, in any entity that is seeking to obtain economic development incentives from the County with the assistance of the Board from the time the Board of County Commissioners considers approval of such incentives until the sooner of: one (1) year after approval of such incentives; or upon the Board of County Commissioners' decision not to approve such incentives. For purposes of this paragraph "immediate family" means parent, spouse, child or sibling. For purposes of this paragraph "material interest" shall mean serving as an officer, partner, director, or proprietor of the entity, or the ownership of more than five percent (5%) of the total assets or capital stock in the entity.
5. Undersigned, by execution hereof, agrees that Undersigned shall at all times during the term of this Disclosure conduct himself/herself in accordance with the highest fiduciary standards for a person in the position of Undersigned, and shall have a continuing obligation during such term to bring any conflict of interest involving Undersigned or a member of Undersigned's immediate family to the attention of the Board of Directors and CEO of the BOARD.
6. Undersigned has examined this disclosure and to the best of Undersigned's knowledge believes it is true, correct, and complete.

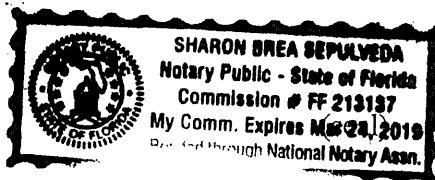
Steve Craig

Signature Steve Craig, President & CEO
CareerSource Palm Beach County, Inc.

Sworn to (or affirmed) and subscribed before me this 21st day of MARCH, 2016, by STEVE CRAIG
(XX) who is personally known to me or () who has produced _____
_____ as identification and who did take an oath.

Sharon Brea Sepulveda

Notary Public Sharon Brea Sepulveda



R-2018-0966

Document Type



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Amending R-number

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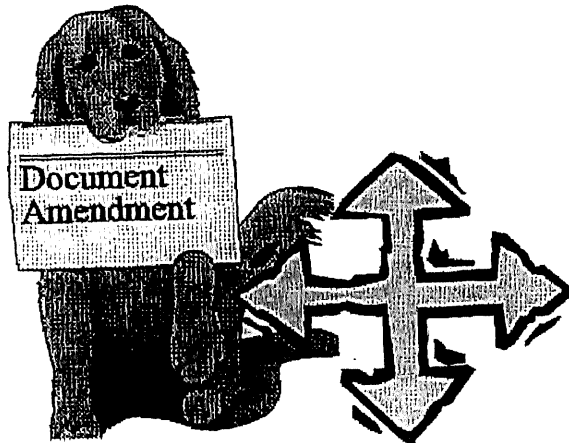


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R2018 0966

SECOND AMENDMENT TO CONTRACT TO ADMINISTER GRANT FUNDS WITH
CAREERSOURCE PALM BEACH COUNTY, INC. (R2014-1894)

THIS SECOND AMENDMENT to the Contract to Administer Grant Funds (R2014-1894) is made as of this _____ day of ~~July 10~~ July 10, 2018, 2018, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and CareerSource Palm Beach County, Inc., a Florida not for profit corporation, authorized to do business in the State of Florida, hereinafter referred to as CAREERSOURCE, whose Federal I.D. is 65-0709274.

WITNESSETH:

WHEREAS, the parties entered into a Contract to Administer Grant Funds (R2014-1894) on December 16, 2014, hereinafter ORIGINAL CONTACT, in which CAREERSOURCE agreed to administer Federal and State workforce development programs in Palm Beach County; and

WHEREAS, the parties entered into a First Amendment to the Contract to Administer Grant Funds (R-2016-0532) on April 19, 2016, hereinafter FIRST AMENDMENT; and

WHEREAS, the ORIGINAL CONTRACT provides that it shall be deemed automatically renewed annually, unless the COUNTY provides written notice to CAREERSOURCE of non-renewal; and

WHEREAS, the parties have mutually agreed that certain language of the ORIGINAL CONTRACT and FIRST AMENDMENT should be amended to update County and CareerSource representative information, update a reference to a federal regulation, and conform certain language to standard contract language currently utilized by the COUNTY.

NOW THEREFORE, the above-named parties mutually agree that the ORIGINAL CONTRACT and FIRST AMENDMENT are hereby amended as follows:

1. The second paragraph of **ARTICLE 1 – SERVICES** in the ORIGINAL CONTRACT, is hereby amended to read in its entirety: “The COUNTY’S representative/liaison during the performance of this Contract shall be Faye Johnson, Assistant County Administrator, telephone no. (561) 355-3260.”
2. The third paragraph of **ARTICLE 1 – SERVICES** in the ORIGINAL CONTRACT, is hereby amended to read in its entirety: “The CAREERSOURCE’S representative/liaison during the performance of this Contract shall be CareerSource President & CEO, telephone no. (561) 340-1060.”
3. So much of the first sentence of paragraph “A” of **ARTICLE 7 – INSURANCE** in the ORIGINAL CONTRACT that reads “OBM [sic] Circular A-122 Attachment B subsection 22 (the “Federal Limitation”)” is hereby amended to read: “2 CFR 200 Uniform Administrative Requirements (the “Supercircular”) subpart E, 200.447.”
4. The last sentence of Paragraph “G” of **ARTICLE 7 – INSURANCE** in the ORIGINAL CONTRACT is hereby amended to read: “The certificate of insurance shall be issued to: Palm Beach County, Attn: Faye Johnson, Assistant County Administrator, 301 N. Olive Avenue, 11th Floor, West Palm Beach, FL 33401.”

5. So much of **ARTICLE 8 – INDEMNIFICATION** in the ORIGINAL CONTRACT that reads “OMB Circular A-122, Attachment B, subsections 10 and 22” is hereby amended to read: “2 CFR 200 Uniform Administrative requirements (the “Supercircular”) subpart E, 200.447”.
6. The second paragraph of **ARTICLE 17 – NONDISCRIMINATION** which was added to the ORIGINAL CONTRACT in the FIRST AMENDMENT is hereby deleted, and so much of Article 17 in the ORIGINAL CONTRACT that reads “gender identity and expression” is hereby amended to read: “gender identity or expression”.
7. **ARTICLE 22 – NOTICE** in the ORIGINAL CONTRACT is hereby amended to read in its entirety:

ARTICLE 22 – NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Palm Beach County
Attn: Faye Johnson, Assistant County Administrator
301 North Olive Avenue, 11th Floor
West Palm Beach, Florida 33401

With copy to:

Palm Beach County Attorney’s office
301 North Olive Avenue, 6th Floor
West Palm Beach, Florida 33401

If sent to the CAREERSOURCE, notices shall be addressed to:

CareerSource Palm Beach, County, Inc.
President and CEO
3400 Belvedere Road
West Palm Beach, FL 33406

With copy to:

Alley, Maass, Rogers 7 Lindsay, P.A.
Attn: David H. Baker, Esq.
340 Royal Poinciana Way, Suite 321
Palm Beach, FL 33480

8. **ARTICLE 25 – PUBLIC RECORDS** is hereby added to read in its entirety:

ARTICLE 25 - PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Consultant: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Consultant shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Consultant is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Contract.
- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Consultant further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the Consultant does not transfer the records to the public agency.
- D. Upon completion of the Contract the Consultant shall transfer, at no cost to the County, all public records in possession of the Consultant unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically by the Consultant must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the Consultant to comply with the requirements of this article shall be a material breach of this Contract. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Consultant acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY

PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

OTHER PROVISIONS

All provisions in the ORIGINAL CONTRACT and FIRST AMENDMENT in conflict with this Second Amendment shall be and are hereby changed to conform to the Second Amendment.

All provisions of the ORIGINAL CONTRACT and FIRST AMENDMENT not in conflict with this Second Amendment are still in effect and are to be performed at the same level as specified in the ORIGINAL CONTRACT and FIRST AMENDMENT.

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IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CAREERSOURCE has hereunto set his/her hand the day and year above written.

ATTEST:

Sharon R. Bock
Clerk and Comptroller

**PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS**

By: _____
Deputy Clerk

By: _____
Melissa McKinlay, Mayor

WITNESS:

CAREERSOURCE:

Signature

**CAREERSOURCE PALM BEACH
COUNTY, INC.**

Witness Name (type or print)

Signature

PRESIDENT & CEO

Title

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS
AND CONDITIONS**

By: Helene Cabrigel
Assistant County Attorney

By: _____
Faye Johnson,
Assistant County Administrator

SECOND AMENDMENT TO CONTRACT TO ADMINISTER GRANT FUNDS WITH
CAREERSOURCE PALM BEACH COUNTY, INC. (R2014-1894)

THIS SECOND AMENDMENT to the Contract to Administer Grant Funds (R2014-1894) is made as of this _____ day of _____, 2018, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and CareerSource Palm Beach County, Inc., a Florida not for profit corporation, authorized to do business in the State of Florida, hereinafter referred to as CAREERSOURCE, whose Federal I.D. is 65-0709274.

WITNESSETH:

WHEREAS, the parties entered into a Contract to Administer Grant Funds (R2014-1894) on December 16, 2014, hereinafter ORIGINAL CONTACT, in which CAREERSOURCE agreed to administer Federal and State workforce development programs in Palm Beach County; and

WHEREAS, the parties entered into a First Amendment to the Contract to Administer Grant Funds (R-2016-0532) on April 19, 2016, hereinafter FIRST AMENDMENT; and

WHEREAS, the ORIGINAL CONTRACT provides that it shall be deemed automatically renewed annually, unless the COUNTY provides written notice to CAREERSOURCE of non-renewal; and

WHEREAS, the parties have mutually agreed that certain language of the ORIGINAL CONTRACT and FIRST AMENDMENT should be amended to update County and CareerSource representative information, update a reference to a federal regulation, and conform certain language to standard contract language currently utilized by the COUNTY.

NOW THEREFORE, the above-named parties mutually agree that the ORIGINAL CONTRACT and FIRST AMENDMENT are hereby amended as follows:

1. The second paragraph of **ARTICLE 1 – SERVICES** in the ORIGINAL CONTRACT, is hereby amended to read in its entirety: “The COUNTY’S representative/liaison during the performance of this Contract shall be Faye Johnson, Assistant County Administrator, telephone no. (561) 355-3260.”
2. The third paragraph of **ARTICLE 1 – SERVICES** in the ORIGINAL CONTRACT, is hereby amended to read in its entirety: “The CAREERSOURCE’S representative/liaison during the performance of this Contract shall be CareerSource President & CEO, telephone no. (561) 340-1060.”
3. So much of the first sentence of paragraph “A” of **ARTICLE 7 – INSURANCE** in the ORIGINAL CONTRACT that reads “OBM [sic] Circular A-122 Attachment B subsection 22 (the “Federal Limitation”)” is hereby amended to read: “2 CFR 200 Uniform Administrative Requirements (the “Supercircular”) subpart E, 200.447.”
4. The last sentence of Paragraph “G” of **ARTICLE 7 – INSURANCE** in the ORIGINAL CONTRACT is hereby amended to read: “The certificate of insurance shall be issued to: Palm Beach County, Attn: Faye Johnson, Assistant County Administrator, 301 N. Olive Avenue, 11th Floor, West Palm Beach, FL 33401.”

5. So much of **ARTICLE 8 – INDEMNIFICATION** in the ORIGINAL CONTRACT that reads “OMB Circular A-122, Attachment B, subsections 10 and 22” is hereby amended to read: “2 CFR 200 Uniform Administrative requirements (the “Supercircular”) subpart E, 200.447”.
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7. **ARTICLE 22 – NOTICE** in the ORIGINAL CONTRACT is hereby amended to read in its entirety:

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Palm Beach County
Attn: Faye Johnson, Assistant County Administrator
301 North Olive Avenue, 11th Floor
West Palm Beach, Florida 33401

With copy to:

Palm Beach County Attorney’s office
301 North Olive Avenue, 6th Floor
West Palm Beach, Florida 33401

If sent to the CAREERSOURCE, notices shall be addressed to:

CareerSource Palm Beach, County, Inc.
President and CEO
3400 Belvedere Road
West Palm Beach, FL 33406

With copy to:

Alley, Maass, Rogers & Lindsay, P.A.
Attn: David H. Baker, Esq.
340 Royal Poinciana Way, Suite 321
Palm Beach, FL 33480

8. **ARTICLE 25 – PUBLIC RECORDS** is hereby added to read in its entirety:

ARTICLE 25 - PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Consultant: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Consultant shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Consultant is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Contract.
- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Consultant further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract, if the Consultant does not transfer the records to the public agency.
- D. Upon completion of the Contract the Consultant shall transfer, at no cost to the County, all public records in possession of the Consultant unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of the Contract, the Consultant shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically by the Consultant must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the Consultant to comply with the requirements of this article shall be a material breach of this Contract. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Consultant acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY

PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

OTHER PROVISIONS

All provisions in the ORIGINAL CONTRACT and FIRST AMENDMENT in conflict with this Second Amendment shall be and are hereby changed to conform to the Second Amendment.

All provisions of the ORIGINAL CONTRACT and FIRST AMENDMENT not in conflict with this Second Amendment are still in effect and are to be performed at the same level as specified in the ORIGINAL CONTRACT and FIRST AMENDMENT.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CAREERSOURCE has hereunto set his/her hand the day and year above written.

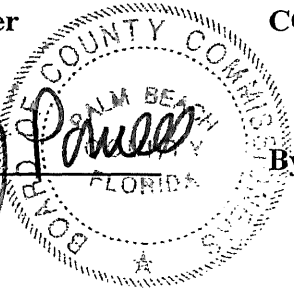
ATTEST:

R2018 0966 JUL 10 2018

Sharon R. Bock
Clerk and Comptroller

PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS

By: *Sharon R. Bock*
Deputy Clerk



By: *Melissa McKinlay*
Melissa McKinlay, Mayor

WITNESS:

CAREERSOURCE:

Signature

CAREERSOURCE PALM BEACH
COUNTY, INC.

Witness Name (type or print)

Steve Cray
Signature

PRESIDENT & CEO
Title

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: *Adene C. Hight*
Assistant County Attorney

By: _____
Faye Johnson,
Assistant County Administrator

**INTERLOCAL AGREEMENT
PALM BEACH WORKFORCE DEVELOPMENT CONSORTIUM**

THIS INTERLOCAL AGREEMENT, is entered into this ___ day of _____, 2021, by and between Palm Beach County (County) a political subdivision of the State of Florida and the City of Delray Beach, the City of Palm Beach Gardens, the City of South Bay and the City of West Palm Beach. The Parties acknowledge that the prior Interlocal Agreement R2007-1220 creating the Palm Beach Workforce Development Consortium (Consortium), dated July 10, 2007 and its amendments thereto; the First Amendment to the Interlocal Agreement R2007-1446 clarifying the responsibilities of the Consortium and creating the Palm Beach Workforce Development Consortium Independent Special District (ISD) for the purpose of offering Consortium staff the ability to participate in the Florida Retirement System, dated September 11, 2007; Amendment No. 2 to the Interlocal Agreement R2008-1268 authorizing the designation of a Regional Workforce Board as a one stop operator and direct provider of certain services, dated July 22, 2008 and the Third Amendment to the Interlocal Agreement R2014-1650 establishing Palm Beach County as the Chief Elected Official and adding the City of West Palm Beach as a Consortium member, dated November 18, 2014, are hereby by mutual agreement of the parties replaced in their entirety by this Interlocal Agreement.

WITNESSETH:

WHEREAS, the parties to this Agreement formed the Consortium for the purpose of establishing an ISD and to implement Federal and State workforce development programs and related activities in Palm Beach County, Florida under the provisions of the Workforce Innovation and Opportunity Act, the Temporary Assistance to Needy Families Act, the Wagner-Peyser Act and the Florida Workforce Innovation Act of 2000 (“Workforce Programs”); and

WHEREAS, Public Law 113-128 enacted by the congress of the United States effective July 1, 2015, which Act is known as the Workforce Innovation and Opportunity Act (“WIOA”), 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 CareerSource Florida, Inc. 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 Local Workforce Development Areas; and

WHEREAS, Palm Beach County, Florida has been designated by the Governor of the State of Florida as Local Workforce Development Area 21 (“LWDA 21”) and the Palm Beach County Board of County Commissioners is designated as the Local Chief Elected Official, the fiscal agent, grant recipient and administrative entity to administer Workforce Programs and such other funding sources as may be available to support workforce development activities for LWDA 21; 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 Programs and such other funding sources as may be available to support workforce activities; and

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

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. CONTINUATION OF THE CONSORTIUM

- a. The parties to this Interlocal Agreement hereby reaffirm, restate and establish their intent to continue the operation of the multi-jurisdictional consortium, called the Consortium for the express purpose of collectively carrying out the individual responsibilities of each party to this Agreement under the Workforce Programs, other applicable statutes and such other funding sources as may be available to support workforce activities.
- b. The members, representatives and officers of the Consortium are specified in Sections 8.a. and 8.b. of this Interlocal Agreement.

2. PARTIES TO THIS AGREEMENT

Each of the parties to this Agreement is a county or city of the State of Florida, within Palm Beach County 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:

Name	Address
Board of County Commissioners Palm Beach County, Florida	301 North Olive Avenue West Palm Beach, FL 33401
City of Delray Beach Delray Beach, Florida	100 NW First Avenue Delray Beach, FL 33444
City of Palm Beach Gardens Palm Beach Gardens, Florida	10500 North Military Trail Palm Beach Gardens, FL 33410
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 Palm Beach County, Florida.
- b. Pursuant to the designation by the Governor, Palm Beach County shall be the LWDA 21 as provided for in Section 106 of Title 1 of WIOA and Florida's workforce development initiatives as designated by CareerSource Florida, Inc. and the Governor of Florida.

5. FEDERAL AND STATE REQUIREMENTS

It is the intent of the Consortium to incorporate into this Agreement the duties and obligations governing Workforce Programs, as well as any other rules and regulations both state and federal, applicable to these initiatives.

6. CREATION OF ADMINISTRATIVE ENTITY AND DIRECT PROVIDER OF SERVICES

The Consortium will employ staff, which on the effective date of this agreement comprises CareerSource, as the administrative entity and the Director Provider of Services to operate and implement Workforce Programs and related programs in LWDA 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 representatives of the five (5) member governments who shall be elected officials designated to serve by their respective Commission, or Council with the exception of the City of West

Palm Beach from which the representative shall be the Mayor. Each municipality shall have one (1) representative, entitled to one vote each. The County shall have one (1) representative entitled to a total of five (5) votes. The elected officials or, in the case of the City of West Palm Beach, the Mayor may designate an alternate to serve in the elected official's or Mayor's absence. The alternate shall be an elected official to the Commission or Council.

- b. The officers of the Consortium shall include a chair which is the representative of the Board of County Commissioners of Palm Beach County. The vice chair shall be elected from among the mayors or elected officials of the four (4) participating cities by the membership of the Consortium for a term of one (1) year, consistent with the state fiscal year, but shall hold office until a successor is duly elected.

9. DUTIES AND RESPONSIBILITIES OF THE CONSORTIUM

- a. To appoint the members of the CareerSource board which shall consist of no less than 19 and no more than 33 members as provided for under WIOA and the Florida Workforce Innovation Act.
 - i. Each municipality that is a Consortium member may appoint one (1) private sector member of the Board, meeting the requirements of WIOA, section 107.(b)(2)(A) and the Florida Workforce Innovation Act. The County will appoint additional private sector board appointments to assure a minimum 51% private sector majority, meeting the requirements of WIOA and the Florida Workforce Innovation Act. Mandatory appointments will be approved by the Consortium.
 - ii. The Consortium may add individual organizational representatives to the membership of the CareerSource Board of Directors as provided for under WIOA and the Florida Workforce Innovation Act, provided that sufficient additional private sector appointments are made to assure a minimum 51% private sector majority.
- b. The Board of County Commissioners of Palm Beach County is designated the fiscal agent, grant recipient and administrative entity to administer Workforce Programs and such other funding sources as may be available to support workforce development activities for LWDA 21. The Board of County Commissioners of Palm Beach County shall designate the subgrant recipient, which on the effective date of this agreement is CareerSource, whose responsibility is to administer Workforce Programs. The Board of County Commissioners of Palm Beach County and the subgrant recipient shall enter into a formal agreement.

- c. To determine the procedures for the development of the Local Plan as described in Section 108 of WIOA and the strategy to implement Florida's workforce development initiatives within LWDA 21.
- d. Together with the subgrant recipient to approve the Local Plan for LWDA 21 and modifications thereto.
- e. To provide oversight and guidance in conjunction with the subgrant recipient.
- f. To accept responsibility for compliance and accountability for state and federal funds. Any disallowed costs will remain the responsibility of Palm Beach County as the Local Chief Elected Official.
- g. To establish an ISD (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.
- h. To perform any other appropriate duties necessary for the accomplishment, and consistent with the purposes of this Agreement and the Workforce Programs.
- i. The following provisions for the requirements of the ISD Charter are provided:
 - i. 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.
 - ii. 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.
 - iii. The method of establishing the ISD was by the First Amendment to the Interlocal Agreement executed on September 11, 2007 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, Florida. The ISD shall be reaffirmed by the concurrence and signing of all participants of this Interlocal Agreement.
 - iv. The ISD Charter will be amended as required upon recommendation by any member of the Consortium/ISD providing thirty days written notice prior to a scheduled meeting of the members.

- v. The membership and organization of the ISD will parallel that of the Consortium.
- vi. There will be no compensation for members of the ISD governing board other than for travel and meeting expenses.
- vii. The administrative duties of the ISD governing board are as follows:
 - Determine the procedures for the development of the Local Plan and the strategy to implement Florida's workforce development initiative within the ISD.
 - Together with CareerSource, to approve the Local Plan for the ISD and modifications thereto.
 - Provide oversight and guidance in conjunction with the CareerSource Board of Directors.
 - Perform any other appropriate duties necessary for the accomplishment, and consistent with the purposes of the ISD.
- viii. 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 (Florida Statutes Chapter 286) and reporting will be in parallel with the Consortium and CareerSource as required for federal and state reporting.
- ix. Members of the ISD governing board will be a duly elected County Mayor and a city Councilperson from each of the member municipalities appointed to the ISD by their respective commission or council.
- x. 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.
- xi. The ISD will not tax, issue bonds, nor collect non ad valorem assessments, fees or service charges.
- xii. Planning to meet federal and state requirements is the submission of a Local Plan every four years which is process oriented in nature. The Local Plan will be tailored to the ISD and will focus on the outcomes necessary to meet the goals and objectives of the ISD and reviewed on an annual basis.

- xiii. The geographic boundary of the ISD is limited to the confines of the legal description of Palm Beach County, Florida.
- xiv. The creation of this ISD is consistent with local government approved comprehensive plans.

10. MEETINGS

- a. The Consortium Chair shall preside at all Consortium meetings and shall perform all duties incident to that office. The Consortium 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 meeting shall consist of the representative of the Board of County Commissioners of Palm Beach County and two (2) additional 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 Workforce Programs or other workforce development or related grants provided by CareerSource 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 Workforce Programs or others, 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 the Workforce Programs 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 CareerSource 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 approval of the CareerSource President and CEO, upon the recommendation of the CareerSource Board of Directors. In accordance with Section 445.007(2)(c) Florida Statutes and CareerSource Florida Administrative Policy Number 110, Section IV.A.1. The Local Chief Elected Official may remove a member of the Board of Directors, the CareerSource President and CEO, or the designated person responsible for the operational and administrative function of CareerSource for cause. Cause includes, but is not limited to, engaging in fraud or other criminal acts, incapacity, unfitness, neglect of duty, official incompetence and irresponsibility, misfeasance, malfeasance, nonfeasance, gross mismanagement, waste or lack of performance.
- b. 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 designation on the effective date of this agreement is CareerSource.
- c. The manner in which accountability for fund expenditures shall be provided for including an independent audit to be conducted in accordance with the

Florida Statutes and Government Auditing Standards.

- d. The acceptance of grants, gifts, or other types of financial assistance as allowed by law.
- e. Authorization of the President and CEO of CareerSource to negotiate, enter into and execute agreements following the approval of CareerSource Board policy as appropriate to carry out the operational and administrative requirements and functions of the Workforce Programs, Local Plan and for day to day operations.
- f. Authorization of the President and CEO of CareerSource, to make purchases in accordance with the procurement and purchasing guidelines approved as a part of the CareerSource Local Plan filed with the state. Purchases shall include services, supplies, consultant agreements, materials, equipment and leased space.
- g. Authorization of the President and CEO of CareerSource, to make and issue policies and procedures as determined by the CEO limitations of the Carver Board Policy Governing model.
- h. Authorization of the President and CEO of CareerSource 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 CareerSource board 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 CareerSource board for ratification by the appropriate entity. All such contracts, purchases and expenditures shall be in accordance with established rules and governing state and federal policies and circulars.
- i. 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 on the effective date of this agreement is CareerSource.
- j. The acquisition, ownership, custody, operation, maintenance, lease or sale of real or personal property subject to federal and state rules.
- k. The disposition, diversion or distribution of any property acquired.
- l. The composition, membership appointments, and organizational approval of any advisory bodies to the Consortium.
- m. The manner in which staff shall be employed to carry out and serve Consortium and CareerSource objectives.

- n. The development of 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 policies, rules and regulations of the CareerSource Florida Inc. and the Florida Department of Economic Opportunity.
- 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 its participation, a 60-day written notice shall be provided to all parties hereunder and to the President/CEO of CareerSource, 3400 Belvedere Road, West Palm Beach, Florida 33406. Notice must be given in writing sent by Certified United States Mail with Return Receipt Requested.

FOR:

Board of County Commissioners
Palm Beach County, 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

Mayor, City of West Palm Beach
West Palm Beach, Florida

401 Clematis Street
West Palm Beach, FL 33401

18. CONSTRUCTION AND REMEDIES

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. Any legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the Consortium, County, or municipalities.

19. 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.

20. WAIVER OF RIGHTS

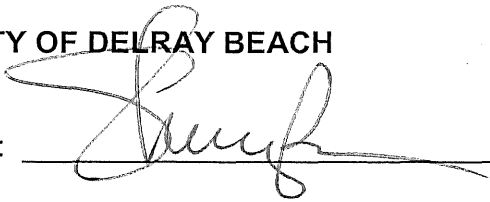
Any waiver at any time by any party hereto of its rights with respect to any matter arising in connection with this Agreement shall not be considered a waiver with respect to any subsequent default or matter.

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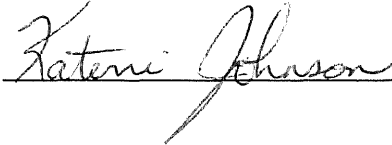
EXECUTION PAGE [Page 1 of 5]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature below.

CITY OF DELRAY BEACH

BY:  Mayor


DATE: 8/10/2021

ATTEST: 


EXECUTION PAGE [Page 2 of 5]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature below.

CITY OF PALM BEACH GARDENS

BY:  Mayor

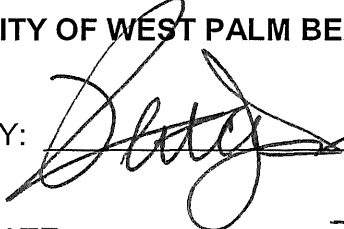
DATE: July 15, 2021

ATTEST: 
Patricia Sinder, emc, city clerk

EXECUTION PAGE [Page 4 of 5]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature below.

CITY OF WEST PALM BEACH

BY:  Mayor

DATE: 7/27/21

ATTEST: 

CITY ATTORNEY'S OFFICE

Approved as to form and legality

By: 

EXECUTION PAGE [Page 5 of 5]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature below.

ATTEST:
JOSEPH ABRUZZO
CLERK AND COMPTROLLER

PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS

BY: _____
Deputy Clerk

BY: _____
Dave Kerner, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

BY: *H. Bluman*
for Helene Hvizd,
Assistant County Attorney

BY: *Dorritt M. Miller*
Dorritt M. Miller,
Assistant County Administrator