

JAN 05 2016 *SLK/LC*

**CENTRAL FLORIDA AREA WORKFORCE DEVELOPMENT CONSORTIUM  
INTERLOCAL AGREEMENT**

This INTERLOCAL AGREEMENT is made and entered into by and between LAKE COUNTY, a political subdivision of the State of Florida, ORANGE COUNTY, a charter county and political subdivision of the State of Florida, OSCEOLA COUNTY, a political subdivision of the State of Florida, SEMINOLE COUNTY, a political subdivision of the State of Florida, SUMTER COUNTY, a political subdivision of the State of Florida, and the Central Florida Regional Workforce Development Board, Inc., d/b/a CareerSource Central Florida, a not-for-profit corporation established in the State of Florida, hereinafter referred to as "CSCF" for the purposes of establishing the CENTRAL FLORIDA AREA WORKFORCE DEVELOPMENT CONSORTIUM, hereinafter referred to as the "CONSORTIUM", and establishing the roles and responsibilities of the CONSORTIUM and CSCF.

**WHEREAS**, the Congress of the United States of America has enacted and the President has executed the WORKFORCE INNOVATION AND OPPORTUNITY ACT (Public Law 113-128) (hereinafter referred to as the "ACT") which authorizes the establishment of local areas to, coordinate and align key employment, education, training, adult literacy, and vocational rehabilitation programs in the United States; and

**WHEREAS**, the ACT supersedes the Workforce Investment Act of 1998 and amends other related laws; and

**WHEREAS**, the State of FLORIDA enacted the Workforce Innovation Act of 2000 and reaffirmed its intent in 2011 by establishing Chapter 445 of the Florida Statutes to re-designate regional workforce boards and require the development of procedures to increase accountability among workforce system partners; and

**WHEREAS**, CSCF has operated successfully as the administrative entity and fiscal agent for all programs and services promulgated under the Act and Florida's Workforce Innovation Act of 2000; and

STATE OF FLORIDA, COUNTY OF ORANGE  
I HEREBY CERTIFY this is a copy of a document  
approved by the BCC on JAN 05 2016  
MARTHA O. HAYNIE, COUNTY COMPTROLLER  
By: *Tabita Campbell* JAN 07 2016  
for Deputy Clerk Date Seal



**WHEREAS**, the State of FLORIDA, pursuant to the ACT, has mandated the re-certification of local workforce development areas and local workforce development boards; and

**WHEREAS**, the Governor has re-designated the five county area, described herein, to be designated a local workforce development area under the ACT and Florida's Workforce Innovation Act of 2000.

**NOW THEREFORE**, we, the participating counties, do hereby agree to and accept the designation of the area comprised of the five counties as a local workforce development area under the ACT and do hereby establish the CONSORTIUM in accordance with the provisions set forth herein.

**I. CONSORTIUM MEMBERS.**

- A. The CONSORTIUM shall be comprised of either the Mayor/Chairman or a currently serving County Commissioner designated by the Mayor/Chairman.
- B. The CONSORTIUM shall elect from among its five (5) members, one member to act as Chairman of the CONSORTIUM and one member to act as the Vice Chairman.
- C. The Chairman of the CONSORTIUM shall act as the chief elected official for the local workforce development area.
- D. The CONSORTIUM designates CSCF as the local workforce development board ("CSCF Board").
- E. The CONSORTIUM shall appoint the membership of the CSCF Board in accordance with the ACT, Florida's Workforce Innovation Act of 2000, Section 445.007, Florida Statutes, other applicable regulations, and the corporate bylaws of CSCF, which are attached hereto and incorporated by reference as a material part of this INTERLOCAL AGREEMENT as **Attachment "A."** Unless otherwise precluded by law, the CONSORTIUM may remove any member of CSCF Board at any time by majority vote of the CONSORTIUM. Such removal by the CONSORTIUM may be with or without cause.
- F. The CONSORTIUM, having been designated the local grant recipient pursuant to section 106(b)(1) of the ACT, hereby designates CSCF as the administrative entity

and fiscal agent for all programs promulgated under the ACT and Florida's Workforce Innovation Act of 2000.

- G. The CONSORTIUM shall meet from time to time as it may deem necessary, but no less than semi-annually, to conduct such business as may be necessary. One of the two (2) required meetings shall include the CSCF Board. All meetings of the Consortium shall be open to the public and notice shall be provided in accordance with the State Sunshine Law requirements, as set forth in Section 286.011, Florida Statutes.
- H. The CONSORTIUM shall approve the budget of CSCF Board each year during one of the required meetings which shall be processed by the CSCF Board in accordance with requirements set forth in Section 445.007, Florida Statutes.

## **II. LOCAL WORKFORCE DEVELOPMENT BOARD**

- A. CSCF shall ensure that the composition of the local workforce development board shall at all times comply with requirements of the federal ACT (sec. 107(b)(2)(A)), the Florida Workforce Innovation Act, and Section 445.007, Florida Statutes and shall include:
  - 1. Representatives of the private sector, who shall constitute, at a minimum, a majority of the total active membership and who shall be appointed proportionately to the relative population of the five (5) counties, except that all counties shall have at least two (2) members. Members of the private sector shall be appointed by CONSORTIUM members of their respective Counties. Said appointments shall be announced by the appointing member at a duly called CONSORTIUM meeting. The appointment of private sector members shall not be subject to approval or removal by the remainder of the members of the CONSORTIUM.
  - 2. Representatives of other organizations as required by applicable State and federal law.
- B. All appointments to the CSCF Board shall be for a period of three (3) years, with one-third of the appointments being made annually, pursuant to the bylaws of CSCF. Re-appointment for an additional three-year term shall be automatic so long as the

duly appointed board member is in good standing, the seat on the Board continues to exist, and the Board member wishes to serve another term.

- C. All vacancies will be appointed in the same manner as the original appointments.
- D. A member of the CONSORTIUM may be present at each meeting as a liaison to the CSCF Board but shall have no voting powers and shall not be considered a member of the CSCF Board.

### **III. ADMINISTRATION REQUIREMENTS AND OBLIGATIONS OF CSCF**

A. Pursuant to section 107(d) of the ACT and Section 445.0007, Florida Statutes, CSCF shall:

1. Develop and submit the local plan to the Governor of Florida (section 118.107(d)(1) of the ACT).
2. Designate one-stop operators and providers (section 121 of the ACT).
3. Ensure the appropriate use, management, and investment of associated funds received to maximize performance outcomes (section 116 of the ACT).
4. Designate eligible providers of youth services, (section 123 of the ACT).
5. Develop an annual budget for the purpose of carrying out the duties of CSCF including, but not limited to, all programs promulgated under the ACT for the region.
6. Provide for the conduct of an annual audit of all funds managed by CSCF and submit a copy of that audit and copies of financial statements prepared for the conduct of CSCF business to the CONSORTIUM.
7. Provide oversight for the one-stop delivery system, local employment and training activities, and youth activities conducted pursuant to the ACT.
8. Provide such staff and other support to the CONSORTIUM, as deemed necessary by the CONSORTIUM, for the conduct of CONSORTIUM business.
9. Submit to the CONSORTIUM, for review and approval, the local plan, the one-stop operator designation, and the annual budget. If the Budget is not approved by the CONSORTIUM, CSCF shall submit an amended budget until a budget is approved. This provision shall be included in the CSCF corporate

documents.

10. Provide an annual report to the CONSORTIUM.
  11. Coordinate the activities of the workforce development system with economic development strategies and other business and employer activities as may be appropriate and allowable.
  12. Promote generally the participation of the private sector in all aspects of the conduct of CSCF business and services provided.
- B. CSCF shall furnish a Commercial Crime Fidelity Bond for Employee Dishonesty on blanket basis with a maximum limit of One Million Dollars (\$1,000,000). The bond shall be endorsed to cover "Third Party" liability including a third-party beneficiary clause in favor of each of the participating counties. The bond shall include a minimum twelve (12) month discovery period when written on a loss sustained basis.
- C. Notwithstanding any provisions of the law to the contrary, none of the parties hereto shall be liable for any claims, damages, injuries, losses, or expenses arising out of or resulting from any act, omission, or negligence of any other party, their officers, employees, or agents. Nothing in this INTERLOCAL AGREEMENT shall be construed as waiving the sovereign immunity afforded to the participating counties under Section 768.28, Florida Statutes.

#### **IV. GENERAL CONDITIONS**

- A. This INTERLOCAL AGREEMENT contains all the terms and conditions agreed upon by the parties hereto, and shall supersede all previous agreements, either oral or written, by or between two or more of the parties hereto with respect to the subject matter hereof. No other agreements, oral or written, regarding the subject matter of this INTERLOCAL AGREEMENT shall be deemed to exist.
- B. This INTERLOCAL AGREEMENT may be amended or modified upon the written request of any party hereto. Such written request shall be distributed to all parties at least thirty days prior to requested actions effective date. Any alterations, amendments, modifications or waivers in the terms and conditions of this

INTERLOCAL AGREEMENT shall not be effective unless reduced to writing, approved by all parties, signed by duly authorized representatives and filed with each participating county's Clerk of the Court or Clerk of the Board, as may be applicable.

C. The term of this INTERLOCAL AGREEMENT shall be from date of filing with the respective Clerks of the Court and Clerk of the Board after execution of all participating Counties, and shall remain in effect until May 3, 2022, unless otherwise modified in accordance with section C. above.

D. In the event of any changes in State or federal law wherein this INTERLOCAL AGREEMENT shall no longer be valid, this INTERLOCAL AGREEMENT shall be automatically deemed void.

**IN WITNESS WHEREOF**, the parties hereto have executed this INTERLOCAL AGREEMENT, by and through their duly authorized representatives, on the respective dates shown below.


**[Signatures to follow on next page]**

COUNTY

LAKE COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS


ATTEST:

  
\_\_\_\_\_  
Neil Kelly, Clerk of the Board  
of County Commissioners  
of Lake County, Florida

  
\_\_\_\_\_  
Sean M. Parks  
Chairman

This 6<sup>th</sup> day of Jan, 2016.

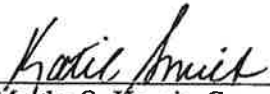
Approved as to form and legality:


  
\_\_\_\_\_  
Melanie Marsh  
County Attorney

COUNTY

ORANGE COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

ATTEST:

  
Martha O. Haynie, County Comptroller  
As Clerk of the Board of County  
Commissioners  
of Orange County, Florida

  
Teresa Jacobs  
Orange County Mayor

This 5<sup>th</sup> day of January, 2016.

Approved as to form and legality:

\_\_\_\_\_

County Attorney





COUNTY

OSCEOLA COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

ATTEST:

Debra A. Decais  
Deputy, Clerk of the  
Board of County Commissioners  
of Osceola County, Florida  
*BCC approved 12/07/15*

*William Jones*  
Chairman

This 7th day of December, 2015.



Approved as to form and legality:

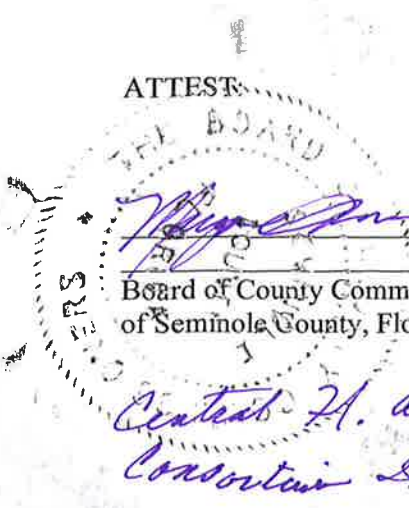
*A*

County Attorney

**COUNTY**

SEMINOLE COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

ATTEST:



*[Signature]*  
\_\_\_\_\_, Clerk of the  
Board of County Commissioners  
of Seminole County, Florida

*Central Fl. Area Workforce Dev.  
Consortium Interlocal Agmt*



\_\_\_\_\_  
John Horan, Chairman

John Horan, Chairman

This 10<sup>th</sup> day of December, 2015.

Approved as to form and legality:



\_\_\_\_\_  
County Attorney

County Attorney

COUNTY

SUMTER COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS



ATTEST:

Connie Webb, Deputy Clerk of the  
Board of County Commissioners  
of Sumter County, Florida

Garry Breeden  
Chairman

This 24th day of November, 2015.

Approved as to form and legality:

George Angeliadis  
County Attorney

ATTEST:

Pamela Nalob

CENTRAL FLORIDA REGIONAL  
WORKFORCE DEVELOPMENT  
BOARD, INC.

Eric Jackson  
Eric Jackson, Chairman

This 28 day of January, 2016.