

Agenda Item #: **3DD-1**

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

SB/MB 7-0

AGENDA ITEM SUMMARY

2024-1435

Meeting Date: October 22, 2024 Consent Regular

Department: County Administration Ordinance Public Hearing

Submitted By: Palm Beach Workforce Development Consortium

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Interlocal Agreement (IA) of the Palm Beach Workforce Development Consortium, which replaces Interlocal Agreement R2021-1457.


Summary: In 2007, an IA was approved by the Board of County Commissioners (BCC) creating the Palm Beach Workforce Development Consortium (Consortium), an Independent Special District, to implement Federal and State workforce development programs and related activities in Palm Beach County under the provisions of the Workforce Innovation and Opportunity Act (WIOA), the Temporary Assistance to Needy Families Act, the Wagner-Peyser Act, and the Florida Workforce Innovation Act of 2000. The members of the Consortium include the City of Delray Beach, the City of Palm Beach Gardens, the City of South Bay, the City of West Palm Beach, and Palm Beach County. The Consortium members approved a revised IA In 2021 (R2021-1457). The proposed IA incorporates necessary changes to bring CareerSource Palm Beach County, Inc. (CareerSource) and the Consortium into compliance with CareerSource Florida's Administrative Policy. The City of Delray Beach, the City of Palm Beach Gardens, the City of South Bay and the City of West Palm Beach have approved and executed the IA. Staff recommends approval of the proposed IA. No County funding is required. Countywide (HH)

Background and Justification: Public Law 113-128 enacted by the Congress of the United States effective July 1, 2015, which Act is known as WIOA, established a program to provide universal access to workforce development services for the businesses and citizens of Palm Beach County. Workforce Florida, Inc. created by the Legislature in 2000, has been designated by the Governor of Florida as Local Workforce Development Area 21. Pursuant to the Contract To Administer Grant Funds (R2014-1894) CareerSource currently operates as the County's administrative entity, fiscal agent, and grant recipient to provide policy guidance for implementing and exercising oversight with respect to Workforce Programs and activities under the Workforce Innovation Act of 2000 (Florida Statutes, Section 455) and WIOA for LWDA 21, Palm Beach County, Florida.

Attachments:

1. Interlocal Agreement Palm Beach Workforce Development Consortium
2. Copy of Interlocal Agreement R2021-1457, dated October 5, 2021

Recommended by:  9/27/24 Date
Department Director

Approved By:  10/8/24 Date
Assistant County Administrator

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
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
 Does this item include the use of federal funds? Yes No
 Does this item include the use of state funds? Yes No

Budget Account No: _____ Fund _____ Dept _____ Unit _____

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:

John M. ...
 OFMB 0A 9130
 Legal Sufficiency DA 9130

Funds Grants 10/3/24
 Contract Dev. & Control

B. *Ashlee C. ...*
 Assistant County Attorney

C. Other Department Review

 Department Director

INTERLOCAL AGREEMENT
PALM BEACH WORKFORCE DEVELOPMENT CONSORTIUM

THIS INTERLOCAL AGREEMENT, is entered into this day of October 22, 2024 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 Palm Beach Workforce Development Consortium (Consortium), R 2 0 2 1 - 1457 dated October 5, 2021, is hereby by mutual agreement of the parties replaced in its entirety by this Interlocal Agreement.

WITNESSETH:

WHEREAS, the parties to this Agreement formed the Consortium for the purpose of establishing an Independent Special District (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
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 construed 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 Direct 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 one vote for an overall 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 Palm Beach County (CSPBC) Local Workforce Development Board (LWDB), 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 CSPBC LWDB, 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 CSPBC LWDB 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 CSPBC, 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 request local area designation (as prescribed in Administrative Policy 94 – Local Workforce Development Area Designation).
- d. To request LWDB certification (as prescribed in Administrative Policy 091 - Local Workforce Development Board Composition and Certification).
- e. 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.
- f. In coordination with the LWDB and staff to the LWDB, negotiate and reach agreement on LWDB local performance measures with FloridaCommerce.
- g. To negotiate with the LWDB and required partners to maintain the workforce

development system through the Memorandum of Understanding (as prescribed in Administrative Policy 106 – Memorandum of Understanding and Infrastructure Funding Agreements).

- h. 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.
- i. Together with the subgrant recipient to develop, approve, and submit the Local Plan for LWDA 21, Regional Plan and modifications thereto.
- j. To provide oversight and guidance in conjunction with the subgrant recipient.
- k. 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.
- l. To perform any other appropriate duties necessary for the accomplishment, and consistent with the purposes of this Agreement and the Workforce Programs.
- m. 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, West Palm Beach, 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 Council person 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 CSPBC 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 CSPBC President/CEO, upon the recommendation of the CSPBC LWDB Board members. 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 CSPBC LWDB, the CSPBC President/CEO, or the designated person responsible for the operational and administrative function of CSPBC 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 CSPBC.
- 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 CSPBC President/CEO to negotiate, enter into and execute agreements following the approval of CSPBC LWDB policy as appropriate to carry out the operational and administrative requirements and functions of the Workforce Programs, CSPBC LWDB Local Plan and for day-to-day operations.
- f. Authorization of the CSPBC President/CEO, to make purchases in accordance with the procurement and purchasing guidelines approved as a part of the CSPBC LWDB Local Plan filed with the state. Purchases shall include services, supplies, consultant agreements, materials, equipment, and leased space.
- g. Authorization of the CSPBC President/CEO, to make and issue policies and procedures as determined by the CEO limitations of the Carver Board Policy Governing model.
- h. Authorization of the CSPBC President/CEO 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 CSPBC LWDB 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 CSPBC LWDB 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 CSPBC.

- 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 CSPBC 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, regulations and policies, and rules and regulations of the CareerSource Florida Inc. and FloridaCommerce.
- 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 CareerSource Palm Beach County President/CEO, 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

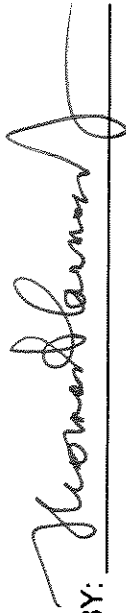
Any waiver at any time by any party hereto of its rights with respect to any matter arising in connection with this Agreement shall not be considered a waiver with respect to any subsequent default or matter.

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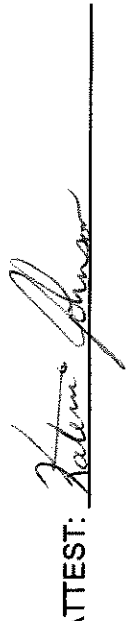
EXECUTION PAGE [Page 1 of 5]

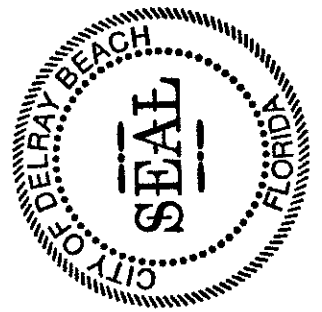
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature below.

CITY OF DELRAY BEACH

BY:  Mayor

DATE: 8/19/24

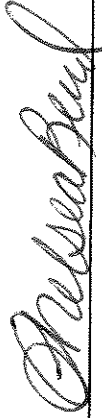
ATTEST: 



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: 9/5/2024

ATTEST: 

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:  Mayor

DATE: 07/24/2024

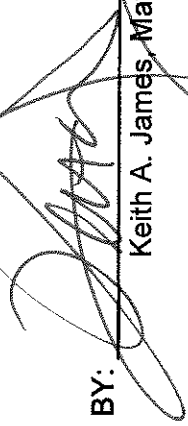
ATTEST:  City Clerk



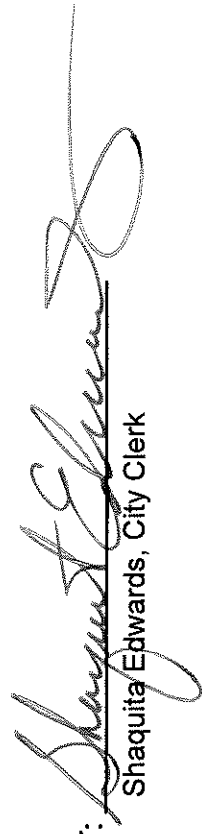
EXECUTION PAGE [Page 4 of 5]


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
Keith A. James Mayor

DATE: 08/16 2024

ATTEST:  _____
Shaquita Edwards, City Clerk

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

**INTERLOCAL AGREEMENT
PALM BEACH WORKFORCE DEVELOPMENT CONSORTIUM**

R2021-1457

THIS INTERLOCAL AGREEMENT, is entered into this day of OCT 05 2021 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

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 construed 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: Katrina Johnson




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 Snider, 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:  Mayor

DATE: June 01, 2024

ATTEST: 

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.

BY: 
JOSEPH ABRUZZO
CLERK AND COMPTROLLER
COUNTY CLERK
FLORIDA
COUNTY COMMISSIONERS


R2021-1457 OCT 05 2021
PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS

BY: 
Dave Kerner, Mayor

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

BY: 
Helene Hvizd,
Assistant County Attorney

**APPROVED AS TO TERMS
AND CONDITIONS**

BY: 
Dorritt M. Miller,
Assistant County Administrator