

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Central Florida Area Workforce Investment Consortium Interlocal Agreement

DEPARTMENT: County Manager **DIVISION:** _____

AUTHORIZED BY: J. Kevin Grace **CONTACT:** J. Kevin Grace **EXT.** 7211
County Manager

Agenda Date 9/28/99 Regular Consent Work Session Briefing
Public Hearing – 1:30 Public Hearing – 7:00

MOTION/RECOMMENDATION:

Approve the Central Florida Area Workforce Investment Consortium Interlocal Agreement between Lake County, Orange County, Osceola County, Seminole County, Sumter County and the Central Florida Regional Workforce Development Board, Inc., d/b/a Workforce Central Florida; and due to deadline restraints, ratify the execution of Agreement by the Chairman.

BACKGROUND:

The Chairman of the respective Counties, by telephone conference, agreed to the proposed revisions to the Interlocal Agreement. Revisions consist of title change from Central Florida Jobs and Education Partnership (CFJEP) to Central Florida Area Workforce Investment Consortium and a decrease in members of the Central Florida Regional Workforce Development Board.

Attached for your review is the Interlocal Agreement.

Reviewed by:
Co Atty: _____
DFS: _____
Other: _____
DCM: _____
CM: JKG

File No. CCM02

CENTRAL FLORIDA AREA WORKFORCE INVESTMENT 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 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 Workforce Central Florida, formerly known as CFJEP, a not-for-profit corporation established in the State of Florida, hereinafter referred to as "WCF" for the purposes of establishing the CENTRAL FLORIDA AREA WORKFORCE INVESTMENT CONSORTIUM hereinafter referred to as the "CONSORTIUM", and establishing the roles and responsibilities of the CONSORTIUM and WCF.

WHEREAS, the Congress of the United States of America has enacted and the President has executed the WORKFORCE INVESTMENT ACT of 1998 (Public Law 105-220), hereinafter referred to as the "ACT", which authorizes the establishment of local areas, to consolidate, coordinate, and improve employment, training, literacy, and vocational rehabilitation programs in the United States"; and

WHEREAS, the ACT repeals the JOB TRAINING PARTNERSHIP ACT and other related laws; and

WHEREAS, the state of FLORIDA enacted the Workforce Innovation Act of 2000, and

WHEREAS, the CENTRAL FLORIDA JOB TRAINING CONSORTIUM established the CFJEP, now known as WCF, for the purposes of providing oversight and management of, and acting as the fiscal agent and administrative entity for such programs; and

WHEREAS, the Governor approved the charter of the CFJEP, now known as WCF, for said purposes; and

WHEREAS, WCF 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

WHEREAS, the state of FLORIDA, pursuant to the ACT, has mandated the re-certification of local workforce investment areas and local workforce investment boards; and

WHEREAS, the Governor has approved the five county area to be designated a local workforce investment 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 investment area under the ACT; and THEREFORE, we, the participating counties do hereby establish the CONSORTIUM which shall be composed of one elected County Commissioner from each of the participating counties who shall be the Chairman of the County Commission or a County Commissioner designed by the Chairman; and THEREFORE, we, the participating counties and WCF do hereby agree as follows:

I. CHIEF ELECTED OFFICIAL.

- A. The CONSORTIUM shall elect from among its five members, one member to act as Chairman of the CONSORTIUM.
- B. The Chairman of the CONSORTIUM shall act as the chief elected official for the local workforce investment area.
- C. The CONSORTIUM designates WCF as the local workforce investment board.
- D. The CONSORTIUM shall appoint the membership of WCF in accordance with the ACT, Florida's Workforce Innovation Act of 2000, other applicable regulations, and the corporate bylaws of WCF, which are attached
- E. The CONSORTIUM having been designated the local grant recipient pursuant to section 117(d)(3) of the ACT, hereby designates WCF as the administrative entity and fiscal agent for all programs promulgated under the ACT and Florida's Workforce Innovation Act of 2000.
- F. The CONSORTIUM hereby directs WCF, to the extent feasible, to maintain Directors and Officers Liability, bonding and other insurance to offset any liability which may accrue to the CONSORTIUM resulting from any act, omission, or negligence of any member of the CONSORTIUM, WCF, their officers, employees or agents related to activities conducted under this AGREEMENT.

- G. The CONSORTIUM shall meet from time to time as it deems necessary, but no less than annually to conduct such business as may be necessary.

II. LOCAL WORKFORCE INVESTMENT BOARD

- A. The composition of the local workforce investment board shall at all times comply with requirements of the federal Workforce Investment Act and the Florida Workforce Innovation Act, 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 proportionate to the relative population of the five counties except that all counties shall have at least 2 members, and
 - 2. Representatives of other organizations as required by applicable state and federal law.
- B. All appointments to the local workforce investment board shall be for three years, with one-third of the appointments being made annually, pursuant to the bylaws of WCF. Re-appointment for an addition three-year term shall be automatic if 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 original appointments.

III. ADMINISTRATION

- A. WCF, pursuant to 117(d) of the ACT, shall:
 - 1. Consistent with section 118 of the ACT, develop and submit the local plan to the Governor.
 - 2. Consistent with section 121 of the ACT, designate one-stop operators and providers.
 - 3. Consistent with section 122 of the ACT, designate eligible providers of training and intensive services.
 - 4. Consistent with section 123 of the ACT, designate eligible providers of youth services.
 - 5. Develop an annual budget for the purpose of carrying out the duties of WCF, 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 WCF and submit a copy of that audit to the CONSORTIUM.
 - (a) WCF shall provide copies of financial statements prepared for the conduct of WCF 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 the CONSORTIUM deems necessary for the conduct of CONSORTIUM business.
9. Submit to the CONSORTIUM, for review and concurrence, the local plan, the one-stop operator designation, and the budget.
10. Provide an annual report to the CONSORTIUM.
11. Coordinate the activities of the workforce investment 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 WCF business and services provided

IV. GENERAL CONDITIONS

- A. 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, their officers, employees, or agents.
- B. This AGREEMENT contains all the terms and conditions agreed upon by the parties hereto. No other agreements, oral or written, regarding the subject matter of this AGREEMENT shall be deemed to exist.
- C. This 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 AGREEMENT shall not be effective unless reduced to writing, approved by all parties, signed by duly authorized representatives and filed with the several Clerks of the Court of the participating Counties.
- D. The terms of this AGREEMENT shall become effective when executed by all parties and filed with the several Clerks of the Court of the participating Counties, and shall remain in effect indefinitely or until modified pursuant to C. above.

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

For Lake County Board of County Commissioners:

By: WELTON C. ADWELL, CHAIRMAN
Signature: [Signature]
Date: FEB 13 03

Witness Signature: [Signature]

For Orange County Board of County Commissioners:

By: Richard T. Crotty, Chairman
Signature: _____
Date: _____

Witness Signature: _____

For Osceola County Board of County Commissioners:

By: Paul Owen, Chairman
Signature: [Signature]
Date: 2-13-03

Witness Signature: [Signature]

For Seminole County Board of County Commissioners:

By: Daryl G. McInain, Chairman
Signature: [Signature]
Date: 2/13/03

Witness Signature: [Signature]

For Sumter County Board of County Commissioners:

By: BENNY STRICKLAND, CHAIRMAN
Signature: [Signature]
Date: 2-12-03

Witness Signature: [Signature]

For Central Florida Regional Workforce Development Board, Inc.

By: Alex Ogilvie III, Chairman
Signature: [Signature]
Date: 2-12-03

Witness Signature: [Signature]