

AN AMENDMENT
TO THE
INTERLOCAL AGREEMENT
BETWEEN
THE CITY OF FORT LAUDERDALE
AND
THE CITY OF HOLLYWOOD
AND

THE BOARD OF BROWARD COUNTY COMMISSIONERS:

THIS AGREEMENT, entered into by and between THE BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS AND THE CITY OF FORT LAUDERDALE AND THE CITY OF HOLLYWOOD

WITNESSETH THAT

WHEREAS, on November 20, 1973, the Broward County Board of County Commissioners and the Cities of Fort Lauderdale and Hollywood entered into an Interlocal agreement for the purpose of jointly operating programs as a consortium on a county-wide basis to be known as the Broward Manpower Council, and later known as the Broward Employment and Training Administration (BETA), Council, and

WHEREAS, this Interlocal Agreement was filed with the Attorney General of the State of Florida for his approval and he approved of the Council pursuant to Section 163.01 of the Florida Statutes on December 14, 1973, and,

WHEREAS, in 1983, The Broward County Board of County Commissioners and the Cities of Fort Lauderdale, and Hollywood, reaffirmed and restated their intent to continue as a Council of Governments and a Service Delivery Area under 20 CFR 676 to conduct JTPA and other related job training programs in Broward County, and,

WHEREAS, the Cities of Hollywood and Fort Lauderdale, and the Board of Broward County Commissioners have again reaffirmed and restated their intent to continue the interlocal agreement in order to advance State and Federal Workforce Development Initiatives in accordance with Resolutions passed by each of the member governments respectively on July 20, 1995, August 8, 1995 and September 19, of 1995; and

WHEREAS, the Broward Employment and Training Administration or BETA changed its name to the Workforce One Council of Elected Officials on September 4, 2001, and

WHEREAS, pursuant to the Governor's workforce brand initiative the Workforce One Council of Elected Officials changed its name to CareerSource Broward on September 26, 2013, and modified the Inter-local Agreement on January 23, 2014, to reflect their name change to the CareerSource Broward Council of Elected Officials, and

WHEREAS, the elected officials who are party to this Agreement wish to modify the Agreement to recognize the replacement of the Workforce Investment Act of 1998 with the Workforce Innovation and Opportunity Act of 2014, and

WHEREAS, the elected officials who are party to this Agreement wish to modify the Agreement to eliminate the reference to "Welfare to Work" legislation which has expired; and

WHEREAS, the elected officials who are party to this Agreement wish to modify the Agreement to recognize name changes the state has made to the oversight agency and state board;

NOW, THEREFORE, in consideration of the premises and mutual covenants and obligations herein contained and subject to the terms and conditions hereinafter stated, the parties hereto agree and understand as follows

ARTICLE I AGREEMENT PURPOSE

It is the purpose of this Interlocal Agreement to reaffirm, restate and establish the duties, powers, and obligations of the CareerSource Broward Council of Governments.

ARTICLE II PREAMBLE

2.0 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

2.1 Federal and State Requirements

It is the intent of the CareerSource Broward Council of Elected Officials to incorporate into this Agreement the duties and obligations governing the Workforce Innovation and Opportunity Act of 2014 (WIOA) 29 U.S.C. § 3101 et seq., programs which are administered, as described by the Workforce Innovation and Opportunity Act rules and regulations at 20 CFR 676, 677, and 678, and 34 CFR 361 and 463 Workforce Services, F.S. § 445.001 et seq. as well as any other rule and regulations both State and Federal, applicable to workforce development initiatives.

2.2 Creation of Administrative Entity

The CareerSource Broward Council of Elected Officials pursuant to Section 163.01(7) of the Florida Statutes has employed staff, which comprise the CareerSource Broward Administration to operate and implement WIOA programs as well as other State and Federal Workforce Development Programs within Broward County. The administrative entity and the one-stop career centers required to be established under WIOA shall now be known as CareerSource Broward.

2.3 Reaffirmation Broward County

Broward County, through its Board of County Commissioners, at meetings of the Board held on March 8, 1983, and September 19, 1995, reaffirmed and restated their intent to continue operation of training programs as a Council of Governments under Section 163.01 of the Florida Statutes.

2.4 Reaffirmation City of Fort Lauderdale

The City of Fort Lauderdale, through its City Council, at meetings of the Council held on March 1, 1983, and August 8, 1995, reaffirmed and restated their intent to continue operation of training programs as a Council of Governments under Section 163.01 of the Florida Statutes.

2.5 Reaffirmation City of Hollywood

The City of Hollywood, through its City Council, at meetings of the Council held on March 16, 1983, and July 20, 1995, reaffirmed and restated their intent to continue operation of training programs as a Council of Governments under Section 163.01 of the Florida Statutes.

2.6 Joint Understanding

The terms and conditions which follow reflect the joint understanding between the Broward County Board of County Commissioners and the Cities of Fort Lauderdale and Hollywood.

ARTICLE III DEFINITIONS

3.0 CareerSource Broward

CareerSource Broward, a Council of Governments, and its staff operating as a consortium and a political subdivision of the State of Florida, administered by the Mayors of the Cities of Fort Lauderdale and Hollywood, and the Broward County Board of County Commissioners by and through its designated representative.

3.1 COUNTY

Broward County, a body politic and a political subdivision of the State of Florida, specifically, the Board of Broward County Commissioners.

3.2 DOL

The United States Department of Labor.

3.3 CareerSource Florida

CareerSource Florida, which is the State of Florida Workforce Development Board.

3.4 The Workforce Innovation and Opportunity Act of 2014 (WIOA)

The Workforce Innovation and Opportunity Act of 2014, as may be amended and the rules and regulations promulgated thereunder, hereinafter also referred to as the Act.

3.5 PARTICIPANT

An individual determined eligible to receive services through WIOA or other applicable legislation or policy and who is receiving employment, training, or services funded by WIOA, or some other federal, state or local initiative.

3.6

DEO

The Department of Economic Opportunity, the administrative entity for CareerSource Florida

ARTICLE IV TERM

This Agreement shall become effective on October 1, 1983 and shall be automatically renewed on October 1 of each subsequent year, unless terminated by any party, upon the giving of ninety (90) days written notice to the other parties

ARTICLE V ORGANIZATION

5.0

MEMBERSHIP

The Council shall consist of the three (3) member governments represented by an elected official designated to serve by their Commission, Board or Council. The Commission, Board, or Council, may designate an alternate to serve in his/her absence. The alternate shall also be either the chief elected official or an elected official to the Board, Commission, or Council of the member government

5.0.1 The officers of the Council shall include a chairman, a vice chairman, and a chairman pro tempore. They shall be elected from among and by the membership of the Council for a term of one year, consistent with the calendar year, but shall hold office until their successors are duly elected

5.1

MEETINGS

5.1.1 The chairperson shall preside at all Council meetings and shall perform all duties incident to that office. The vice chairperson shall preside in the absence of the chairman and shall have the power to exercise and perform all duties of the chairperson. In the absence of both the chairperson and vice chairperson, the chairperson pro tempore shall preside over the meetings and shall assume and exercise the duties of the chairperson

5.1.2 Meetings shall be held monthly or more at the discretion of the chairperson.

5.1.3 Meetings shall be noticed and declared public meetings, open to the public, in accordance with the Sunshine Law, Chapter 286 of the Florida State Statutes, Sections 286.011 and 286.012

5.1.4 A quorum at any Council Meeting shall consist of any two (2) members or their designated alternates.

5.1.5 Any action by the Council must receive the affirmative vote of at least two (2) members of the Council and must receive no negative votes from any member of the Council. No Council member shall abstain from voting as per Chapter 286 of the Florida Statutes, Section 286.012 unless a conflict of interest exists as described in Chapter 112 of the Florida Statutes.

5.2 FINANCIAL SUPPORT

The CareerSource Broward Council of Elected Officials shall support its programs and any costs incidental to the operation of its programs by grant funds appropriated to it by the DOL under WIOA, the Personal Responsibility and Work Reconciliation Act of 1996 and other workforce development legislation and/or by the state through Enterprise Florida or through any other federal, state or local source. In addition, the Council 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.

5.3 POWERS DELEGATED TO THE COUNCIL

5.3.1 Policy Decisions

The Council shall make all policy decisions which 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 entry into contracts.
- b. The power to create a separate legal administrative entity to carry out Council policies and perform as described in Chapter 163 of the Florida State Statutes, Section 163.01(7) (b).
- c. The CareerSource Broward Council of Elected Officials may contract with Broward County for administration of CareerSource Broward programs and provision of services to the Council pursuant to Section 163.01 (7) (b).
- d. The manner in which accountability for fund expenditures shall be provided for including an independent audit to be done in accordance with the Florida Statutes, and the WIOA or other federal legislations, its rules and regulations.

- e. The acceptance of grants, gifts, or other types of financial assistance allowed by law
- f. The manner in which any surplus funds may be expended.
 - 1. Surplus funds which are characterized as carry over monies from one grant year to the next shall be expended in accordance with DOL or State instructions
 - 2. Surplus funds which may be characterized as program income as defined by Federal or State regulations shall be expended in accordance with applicable regulations
 - 3. Any other surplus funds which do not have to be expended as per 1 and 2 above, or do not have to be expended in the furtherance of programs shall be expended in any manner which would further the public interest as it relates to WIOA or workforce development, or may be used to repay debts of the Council/Consortium. The decision as to how the expenditures shall be made shall be done at a regularly held public Council Meeting by motion and vote of the Council
- g. The manner in which contracts should be entered into

All contracts which are termed subrecipient agreements shall be entered into in accordance with Council policy and following a vote at a regularly scheduled public council meeting.
- h. The manner in which purchases shall be made.
 - 1. Purchases shall include services, materials, equipment and leased space
 - 2. All purchases shall be made in accordance with State or Federal procurement principles and policies.
The procurement policies referred to in 2 above may be further modified should the Council, at any time, contract with Broward County for administration and services, in which case the County's procurement and purchase policies would apply as long as they do not conflict with State or Federal procurement regulations.
- i. The manner in which funds shall be disbursed or paid, including the manner in which funds shall be disbursed or paid by an administrative entity or one of its member governments charged with operating the programs contemplated by this Agreement.

- j. Acquisition, ownership, custody, operation, maintenance, lease or sale of real or personal property
- k. The disposition, diversion or distribution of any property acquired
- l. The composition, membership, appointments, and organizational approval of any advisory bodies to the Council
- m. The manner in which staff shall be employed to carry out and serve Council objectives with regard to programmatic policies
- n. To develop procedures and/or administrative rules to effectively carry out the Council's policies and decisions so long as they do not conflict with WIOA rules and regulations, CareerSource Florida and DEO rules and regulations and any other state or Federal Workforce Development legislation
- o. Any other necessary and proper matters as they may arise and as agreed upon by the Council members and member governments.

5.4

LIABILITY

The Council consisting of Broward county and the Cities of Fort Lauderdale and Hollywood shall assume equal liability to the extent allowed and/or required by law for the operation of Federal and State Workforce Development programs

The Council 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 WIOA or other Federal or State workforce development programs

5.5

SIGNATORY

The chairman shall act as signatory for the Council on all agreements, leases, or grants, or on any other document requiring a signature in order to be legally binding

5.5.1 Chairman's Absence

In the absence of the chairman, either of the other two members may sign for the Council in his/her stead

5.5.2 Delegation of Signatory Authority

The Executive Director shall have the power to enter into the following agreements without obtaining prior Council authority with regard to these agreements.

- a. All Non-Financial Work Experience Agreements
- b. All On-The-Job Training Agreements
- c. All amendments to WIA WIOA or other grant program contracts, which do not alter the actual dollar amount authorized by Council or the dollar amount approved by the Council to be expended within cost categories, i.e., Services, Training, Administration, or Participant Wages

ARTICLE VI GENERAL

6.0 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.

6.1 Amendment

It is agreed that no modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

6.2 Notice

Whenever either party desires to give notice unto the other, notice must be given in writing sent by registered United States Mail with Return Receipt Requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving such notice in compliance with the provision of this paragraph. For the present, the parties designate the following as the respective places for giving notice, to wit

For the City of Fort Lauderdale	100 North Andrews Avenue Fort Lauderdale, Florida 33301
For the City of Hollywood	2600 Hollywood Boulevard Hollywood, Florida 33020
For Broward County	County Administrator Governmental Center 115 South Andrews Avenue Fort Lauderdale, Florida 33301
For CareerSource Broward	CareerSource Broward 6301 N.W. 5 th Way, Suite 3000 Fort Lauderdale, FL 33309

6.3 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.

6.4 Invalid Provision

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.

6.5 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.

6.6 Termination

It is understood and agreed that this Agreement may be terminated upon ninety (90) days written notice by any party.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature, BROWARD COUNTY through its designated representative to the CareerSource Broward Council and the Cities of Fort Lauderdale and Hollywood through their Mayors as their chief elected official

Witness For Broward County

Carol Holt
[Signature]

BROWARD COUNTY
[Signature]
Commissioner Tim Ryan
Designated Representative
Date: January 28, 2016

Witness For the City of Fort Lauderdale

Carol Holt
[Signature]

[Signature]
Mayor "Jack" P. Seiler
Date: January 28, 2016

Witness For the City of Hollywood

Carol Holt
[Signature]

[Signature]
Mayor Peter Bober
Date: January 28, 2016

Approved as to Form

By [Signature]
Rochelle J. Daniels, General Counsel
CareerSource Broward



I hereby certify this document to be a true, correct and complete copy of the record thereof. Dated this 29th day of February, 2016

[Signature]
County Administrator
Deputy Clerk