



INSTR # 101458808
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COMMISSION
BROWARD COUNTY
DEPUTY CLERK 1008

INTERLOCAL AGREEMENT

BETWEEN

THE CITY OF FORT LAUDERDALE

AND

THE CITY OF HOLLYWOOD

AND

THE BOARD OF BROWARD COUNTY COMMISSIONERS

THIS IS AN AMENDMENT TO THE 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, the authorizing legislation under which funds are provided to the BETA Council has changed; and

WHEREAS, it is the desire of the parties to modify the existing Interlocal Agreement to reflect the authorizing bills under which funds are granted to the Broward Employment and Training Administration Council and to incorporate the requirements attendant to the legislation under which funds are received; and

WHEREAS, reorganization within state and federal government has shifted some of the oversight responsibility to new federal and/or state agencies and it is the desire of the parties to modify the existing Interlocal Agreement to reflect the appropriate federal and state oversight agencies; and

WHEREAS, the parties have decided to change their name from the Broward Employment and Training Administration or BETA to now be called the WorkForce One Council

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:

1. The Interlocal Agreement is modified to read the WorkForce One Council every place a reference is made to the Broward Employment and Training Administration Council or BETA.

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*Rochelle Daniels c/o BETA
3800 INVERARRY BLVD STE 300400
LAUDERDALE FL 33319*

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2. The Interlocal Agreement is amended to add the feminine of the gender everywhere there is a reference to only the male gender.
3. Article 2, paragraph 2.1 is amended to substitute the Workforce Investment Act of 1998, (WIA I), 29 U.S.C. § 2801 et seq for the term JTPA, 20 C.F.R. § 652 for the reference to 20 CFR 676, and the Workforce Innovation Act of 2000 (WIA II) F.S. § 445.001 et seq, and shall now read as follows:

2.1 Federal and State Requirements

It is the intent of the WorkForce One Council to incorporate into this Agreement the duties and obligations governing Workforce Investment Act of 1998 29 U.S.C. § 2801 et seq, programs which are administered, as described by the WIA I rules and regulations at 20 CFR 652, and The Workforce Innovation Act of 2000, F.S. § 445.001 et seq, as well as any other rules and regulations both State and Federal, applicable to workforce development initiatives.

4. Article 2 paragraph 2.2 is amended to read as follows:

2.2 Creation of Administrative Entity

The WorkForce One Council, pursuant to Section 163.01(7) of the Florida Statutes has employed staff which comprise the WorkForce One Administration to operate and implement WIA I, and Workforce Innovations Act programs as well as other State and Federal Workforce Development Programs within Broward County.

5. Article 3 paragraph 3.0 is amended as follows:

3.0 WorkForce One

The WorkForce One, 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.

6. Article 3 paragraph 3.3 is amended to delete the reference to the Jobs and Education Partnership and to substitute the Workforce Florida Inc. Board and shall now read as follows:

3.3 WFI, Inc.

Workforce Florida Inc., which is the Florida Workforce Investment Board.

7. Article 3 paragraph 3.4 is amended as follows:

3.4 WIA I

The Workforce Investment Act of 1998, as may be amended and the rules and regulations promulgated there under, hereinafter also referred to as the Act.

8. Article 3 paragraph 3.5 is amended as follows:

3.5 PARTICIPANT

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

9. Article 3 is amended to add a new paragraph as follows:

a. AWI

The Agency for Workforce Innovation, the administrative entity for the WFI, Inc.

10. Article 5 paragraph 5.0 is amended to add the female gender as follows:

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.

11. Article 5 paragraph 5.2 is amended to include reference to the major grant funding sources as follows:

5.2 FINANCIAL SUPPORT

The WorkForce One Council shall support its programs and any costs incidental to the operation of its programs by grant funds appropriated to it by the DOL under WIA I, Welfare to Work grants, the Personal Responsibility and Work Reconciliation Act of 1996 and as it may be

amended, WIA II or other workforce Development Legislation and or by the State through Enterprise Florida and the JEP 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.

12. Article 5 paragraph 5.3 sections 5.3.1 (d), (f)(3) and (n) are amended to delete references to JTPA and to include the State oversight agencies as follows:

13. 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 WIA I or other federal legislations, its rules and regulations.

f.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 WIA I 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.

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 WIA I or WIA II rules and regulations, WFI, Inc and AWI rules and regulations and any other state or Federal Workforce Development legislation.

14. Article 5 paragraph 5.4 is amended to delete references to JTPA and to read as follows:

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 WIA I or other Federal or State workforce development programs.

15. Article 5 paragraph 5.5 section 5.5.2 (c) is amended to delete references to JTPA and to substitute WIA I and WIA II as follows:

- c. all amendments to WIA or other grant program contracts, which do not alter the actual dollar amount authorized by Council or the dollar amounts approved by the Council to be expended within cost categories, i.e., Services, training, administration, or participant wages.

16. Article 6 paragraph 6.2 is amended to reflect the change in address for WorkForce One formerly BETA as follows:

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 Hollywood: 2600 Hollywood Boulevard
Hollywood, Florida 33020

For Broward County: County Administrator
Governmental Center
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

For BETA: WorkForce One
3800 Inverrary Boulevard, Suite 400
Lauderhill, FL 33319

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 WorkForce Council, and the Cities of Fort Lauderdale and Hollywood through their Mayors as their chief elected official.

Witness For Broward County

Mary E Woods
Diane Yendall

BROWARD COUNTY

Josephus Eggelation
Commissioner Josephus Eggelation
Designated Representative

Date: 10-25-2001

Witness For the City of Fort Lauderdale

Edward A. Dion
Eleanor F. Diliver

Jim Naugle
Mayor Jim Naugle

Date: 10-26-01

Witness For the City of Hollywood

Mary E Woods
Diane Yendall

Mara Giullanti
Mayor Mara Giullanti

Date: 10-25-01

Approved as to Form by the Office of the
County Attorney for Broward County, Florida
EDWARD A. DION, County Attorney
Governmental Center, 115 S. Andrews Ave. Fort
Lauderdale, Florida 33301

By: Rochelle J. Daniels
Rochelle J. Daniels, Assistant County Attorney

AMENDMENT TO
INTERLOCAL AGREEMENT

BETWEEN:

THE CITY OF FORT LAUDERDALE

AND

THE CITY OF HOLLYWOOD

AND

THE BOARD OF BROWARD COUNTY COMMISSIONERS

THIS IS AN AMENDMENT TO THE 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 Chapter 445 paragraph 13 of the Florida Statutes directed Workforce Florida, Inc., to evaluate the means to establish a single, statewide workforce-system brand for the state; and

WHEREAS, following a recommendation from Workforce Florida, Inc., the Governor adopted a new brand for the workforce development system; and

WHEREAS, the Governor is requiring all local workforce areas to adopt the same brand with a geo-tag to denote their geographic location within the state; and

WHEREAS, the Workforce One Council of Elected Officials is authorized to make all policy decisions which shall include, but are not be limited to those powers enumerated at section 163.01 of the Florida Statutes; and

WHEREAS, in order to comply with the Governor's directive, the Workforce One Council of Elected Officials voted to adopt the name CareerSource Broward on September 26, 2013, at its regular monthly meeting held in concert with the Broward Workforce Development Board, Inc., the majority private sector board appointed by the Workforce One Council of Elected Officials;

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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:

1. The Interlocal Agreement is modified to read the CareerSource Broward Council of Elected Officials every place a reference is made to the WorkForce One Council of Elected Officials, or to the WorkForce One Council.
2. The Interlocal Agreement is modified to read CareerSource Broward every place a reference is made to the administrative entity for the Council of Elected Officials, referenced in the Interlocal Agreement as WorkForce One, WorkForce One the administrative entity, or to WorkForce One Employment Solutions.
3. Article 2 paragraph 2.2 is amended to read as indicated by the underscored section below as follows:
 - 2.2 Creation of Administrative Entity

The WorkForce One Council, pursuant to Section 183.01(7) of the Florida Statutes has employed staff which comprises the WorkForce One Administration to operate and implement WIA I, and Workforce Innovations Act 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 WIA shall now be known as CareerSource Broward.
4. All provisions of said Interlocal Agreement, which are not in conflict with this Amendment, shall continue to be enforced in accordance with the terms and conditions therein.
5. This Amendment is made a part of said Interlocal Agreement.
6. The effective date of this Amendment shall be the date on which it has been signed by all the members of the Workforce One Council of Elected Officials now to be known as the Career Source Broward Council of Elected Officials.

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EXECUTION PAGE

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: MAYOR JOHN P. SEILER, CHAIR, WORKFORCE ONE COUNCIL OF ELECTED OFFICIALS, MAYOR PETER BOBER, VICE CHAIR, WORKFORCE ONE COUNCIL OF ELECTED OFFICIALS, VICE MAYOR TIM RYAN, CHAIR, PRO-TEM, WORKFORCE ONE COUNCIL OF ELECTED OFFICIALS.

THE WORKFORCE ONE COUNCIL OF ELECTED OFFICIALS

Witness

[Signature] L.S.

[Signature] L.S.

Witness

[Signature] L.S.

[Signature] L.S.

Witness

[Signature] L.S.

[Signature] L.S.

[Signature]
Mayor John P. "Jack" Seiler
Chair, Workforce One Council
Date: January 23, 2014

[Signature]
Mayor Peter Bober
Vice Chair, Workforce One Council
Date: January 23, 2014

[Signature]
Vice Mayor Tim Ryan
Chairman Pro Tem, Workforce One Council
Date: January 23, 2014

Approved as to Form by the Office of the
County Attorney for Broward County, Florida
Joni Armstrong Coffey, County Attorney
Governmental Center
115 S. Andrews Ave.
Fort Lauderdale, Florida 33301

By: [Signature]
Rochelle J. Daniels, Assistant County Attorney
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