WORKFORCE
CENTRAL FLORIDA

WORKFORCE INVESTMENT CONSORTIUM MEETING
Thursday, May 3, 2012 1:30 p.m.
Orange County Media Room #105
201 South Rosalind Avenue
Orlando, Florida

AGENDA

1. Call to Order
2. Nomination of a new Chair
3. Approval of the Minutes of September 29, 2011, October 5, 2011 and October 21, 2011
4. Discussion and Approval of an Interlocal Agreement
5. Workforce Update by Kevin Neal and Kevin Shaughnessy
6. Schedule the next meeting

In accordance with Florida Statutes, Chapter 286.0105, any person wishing to appeal a decision made by the Central Florida Area Workforce Investment Consortium with respect to any matter considered at such a meeting or hearing, will need a record of the proceedings. For such purposes he or she may need to ensure that a verbatim record of the proceedings is made, which may include the testimony and evidence upon which the appeal is based.

In accordance with the Americans with Disabilities Act (ADA), if any person with a disability as defined by the ADA needs special accommodation to participate in this proceeding, then not later than two business days prior to the proceeding, he or she should contact the Orange County Communications Division at (407) 836-5631.

Para información en español, puede comunicarse al (407) 836-3111.

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 charter county and political subdivision of the state of Florida, OSCEOLA COUNTY, a political subdivision of the state of Florida, SEMINOLE COUNTY, a political subdivision of the state of Florida, SUMTER COUNTY, a political subdivision of the state of Florida, and the Central Florida Regional Workforce Development Board, Inc., d/b/a 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 Chair~~man~~ or Mayor of the County Commission or a County Commissioner designated by the Chair~~man~~ or Mayor; 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 Chair~~man~~ of the CONSORTIUM and one member to act as the Vice Chair.

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. Unless precluded by law, the CONSORTIUM may remove any member of WCF at any time by majority vote with or without cause.

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 quarterly to conduct such business as may be necessary. The Consortium shall comply with the state open meetings law.

H. The CONSORTIUM shall approve the budget of the WCF.

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. Members of the private sector shall be appointed by CONSORTIUM members of their respective Counties. Said appointment shall be announced by the appointing member at a duly called CONSORTIUM meeting. The appointment of private sector members shall not be subject to approval or removal by the remainder of the members of the CONSORTIUM. ~~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.

D. A member of the CONSORTIUM may be present at each meeting as a liaison to the WCF but shall have no voting powers and shall not be considered a member of the WCF.

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~~ approval, the local plan, the one-stop operator designation, and the budget, If the Budget is not approved by the CONSORTIUM, the WCF shall submit an amended budget until a budget is approved. This provision shall be included in the WCF corporate documents.
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. Notwithstanding any provisions of the law to the contrary, ~~N~~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 flied 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~~ until May 3, 2022 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: Leslie Campoine, Chair Witness Signature:

Signature: _____ _____

Date: _____

For Orange County Board of County Commissioners:

By: Teresa Jacobs, Mayor Witness Signature:

Signature: _____ _____

Date: _____

For Osceola County Board of County Commissioners:

John Quiñones, Chairman

Witness Signature:

Signature: _____ _____

Date: _____

For Seminole County Board of County Commissioners:

By: Brenda Carey, Chair

Witness Signature:

Signature: _____ _____

Date: _____

For Sumter County Board of County Commissioners:

By: Garry Breeden, Chairman

Witness Signature:

Signature: _____ _____

Date: _____

For Central Florida Regional Workforce Development Board, Inc.

By: Kevin Shaughnessy, Chairman

Witness Signature:

Signature: _____ _____

Date: _____