

DRAFT MINUTES CAREERSOURCE PALM BEACH COUNTY, INC.
EXECUTIVE COMMITTEE MEETING
Friday, January 26, 2024

I. CALL MEETING TO ORDER, WELCOME

The meeting was audio and video recorded with a written transcript. Christopher Cothran, Board Chair welcomed attendees and called the meeting to order at 8:00 a.m. A quorum was present with committee members Christopher Cothran, David Markarian, David Talley, George Elmore, Dr. Laurie George and Ava Parker attending. Committee member Dr. Mel Coleman was absent.

II. AGENDA APPROVAL

- a. Proposed Amendments: There were none.
- b. Approval of Agenda: Christopher Cothran called for a vote to approve the agenda.

Motion: George Elmore

Second: David Talley

The motion passed unanimously.

III. PUBLIC COMMENTS: There were none.

IV. ITEMS FOR APPROVAL

- a. Minutes from October 6, 2023
- b. Palm Beach County Board of County Commissioners' Representative to serve on CareerSource Palm Beach County Board of Directors: Commissioner Marci Woodward
- c. Approval of Board of Director Memberships i Elizabeth Rochaine, Chief Operating Officer, Wellington Regional Medical Center
- d. Approval of Subsequent Designation of Region 21, Palm Beach County as the Designated Local Workforce Development Area

Christopher Cothran asked the committee to review items a. through d. for approval and after reviewing them, asked if they had any questions or wished to pull any item. Hearing none, he called for a motion to approve agenda items for approval a. through d.

Motion: David Talley

Second: George Elmore

The motion passed unanimously.

- e. Audit: (Presentation & Approval): CareerSource Palm Beach County, Inc. Financial Report for the Fiscal Years Ended June 30, 2023 and 2022, by Moss, Krusick & Associates, LLC: Ed Moss Jr., Managing Partner with Moss, Krusick & Associates, LLC discussed the audit and reported there were no findings or observations, nothing negative and that all allocations and expenditures are proper. Christopher Cothran asked the committee if they had any questions regarding the audit. Hearing none, he called for a motion to approve.

Motion: George Elmore

Second: David Talley

The motion passed unanimously.

V. INFORMATIONAL

- a. 2023 Statement of Financial Interest Annual Financial Disclosure (Sharon Brea): Board members are reminded to individually register this year on the Florida Commission on Ethics website and file their financial disclosure online no later than July 1, 2024. If the disclosure is not filed or postmarked by September 1, 2024 a financial penalty up to a maximum amount of \$1,500 is assessed, which that board member must pay.
- b. Palm Beach County Board of County Commissioners' Representative to Chair the Palm Beach Workforce Development Consortium: Commissioner Gregg Weiss (Julia Dattolo): Commissioner Weiss will continue his term through December 31, 2024 as Chair of the Palm Beach Workforce Development Consortium.

- c. CareerSource Palm Beach County Financial and Programmatic Monitoring as of October 12, 2023, for Program Year 2023-2024, by Taylor Hall Miller Parker, P.A.(Julia Dattolo): Additional investment, monitoring and action was taken to resolve and correct an area of concern. Christopher Cothran asked the committee if there were any questions regarding the monitoring report. There were none.
- d. Business Development Update (Michael Corbit/Charles Duval): CareerSource Palm Beach County hosted the Economic Development Stakeholders meeting with our community partners to talk about economic development projects. The upcoming job fairs, hiring events and expos and those that have been held were discussed. On January 30 CareerSource will once again participate in the Claim Your Future Showcase event at the convention center, where several thousand high school students attend the event and employers participate to place youth into employment and internships. Nominations are being accepted for the South Florida Manufacturing Association's Excellence Awards. The National Engineer's Week Honors and Awards Banquet will be held on February 13 to be attended by junior and senior high school students. Companies such as Aerojet Rocketdyne and Pratt Whitney have sponsored the event. Staff met with state legislators in Tallahassee to educate them regarding workforce development issues. When meeting with the legislators they said they were aware of CareerSource Palm Beach County and regularly refer their constituents to us for assistance. High school students went on a field trip hosted by CareerSource Palm Beach County and local employers to learn about careers in the automotive and marine industries. Two CareerSource Palm Beach County job seeker success stories were published in the latest Palm Beach County Business Development Board magazine. Several new projects with employers are planned or already have come to fruition in Palm Beach County creating jobs. Florida leads the nation in net income migration, a growing economy and if it were a country gross domestic product. The unemployment rate in the Glades has decreased. The importance and availability of apprenticeships was discussed.
- e. Operations Update (Steven Gustafson): The first quarter primary performance indicator measures, number of participants served, race, ethnicity, gender and wage rate data for the Wagner-Peyser and WIOA programs was shown in a PowerPoint presentation. All goals have been met or exceeded in all programs except for the WIOA Adult credential attainment rate and Dislocated Worker wage rate.
- f. President & CEO Update (Julia Dattolo): Local and state economic data was presented. Palm Beach County's unemployment rate remains low at 3.0% with record high employment of 691,700 jobs. Education and health service jobs have increased 3,900 and leisure and hospitality jobs are up 3,300. The West Palm Beach-Boca Raton-Delray Beach metro area had the second highest job growth in the state in construction. Palm Beach County's average wage rate is the highest in the state at \$71,297. Florida's wage rate is \$63,781. Florida ranks #1 in talent attraction with Palm Beach County ranked #23 in the nation for talent development. The regionalization component of CareerSource Florida's transformation plan has begun. CareerSource Palm Beach County has been paired with CareerSource Research Coast for the purpose of optimizing opportunities for regional economic growth. A new Florida law requires each local workforce development board to create an Education and Industry Consortium composed of representatives of educational entities and businesses in the designated service delivery area. CareerSource Palm Beach County convened the first meeting of its Education and Industry Consortium of the Palm Beaches where members discussed solutions to resolve the medical worker shortage. Next month Tom Veenstra, Vice President of Administration is retiring from his employment with CareerSource Palm Beach County.

VI. ADJOURNMENT: Christopher Cothran asked committee members if there was any further business of the committee, being none, a motion was made by George Elmore and second by David Talley to adjourn the meeting. The motion was unanimously approved, and the meeting was adjourned at 9:30 a.m. The next Executive Committee meeting will be held on Friday, April 12, 2024, at 8:00 a.m.

Mary Mullen Butler

From: Shirley Erazo <serazo@dbha.org>
Sent: Wednesday, March 13, 2024 7:51 AM
To: Julia Dattolo
Subject: [External].....Board Resignation

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello Julia,

Hope this email finds you well. I am writing to officially resign from the board of directors at CareerSource effective immediately. I have thoroughly considered this decision and after much reflection, I believe it is the right time for me to step down. I would like to express my sincere gratitude for the opportunity to serve on the board. It has been indeed an incredible experience to be part of an extraordinary organization of great service to the Community. I wish the entire board and the organization continued success in their future endeavors.

Thank you again for the opportunity.

Wishing you the very best!

Sincerely,

Shirley Erazo
President/CEO
Delray Beach Housing Authority
Delray Housing Group, Inc.
82 NW 5th Avenue
Delray Beach, Florida 33444
561-272-6766

This email has been scanned for spam and viruses by Proofpoint Essentials. Click [here](#) to report this email as spam.

Mary Mullen Butler

From: Gaber, Cynthia C <Cynthia.Gaber@vr.fldoe.org>
Sent: Tuesday, March 26, 2024 11:26 AM
To: Julia Dattolo
Subject: [External].....

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Julia; hoping all is well with you. I wanted to let you know that I have turned in my resignation with VR to be effective April 19th. I've been with the agency for 46 years and it was certainly a bittersweet, difficult decision. It has been a pleasure and honor to be a board member for all these past years. Until my replacement is hired, Lauren Veit, or another delegate that our Headquarters might assign, will be able to sit in on Board meetings if that is your choice, understanding that they cannot vote on any items.

With gratitude and best wishes,

Cindy

Cynthia Gaber, M.S., CRC
Division of Vocational Rehabilitation
Florida Department of Education
Area 7 Director – Broward and Palm Beach Counties
7771 West Oakland Park Blvd. Suite 122
Sunrise, FL 33351
Office: 954-453-0680
Fax: 954-746-1768
www.RehabWorks.org



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Andrea M. Augst, SHRM-CP
607-280-0994
andrea.augst@gmail.com

Work Experience:

VICE PRESIDENT OF HUMAN RESOURCES, HCA FLORIDA JFK NORTH WEST PALM BEACH, FL FEB 2023 – PRESENT

- Comprehensive knowledge of HCA company policies, procedures & benefits for union & non-union colleagues
- Works with the Regional VP of HR (or HWS & ILOB VP of HR) and the labor relations center of excellence to develop and implement employee relations strategies, grievance investigation, etc.
- Proactively gather, interpret, and present metrics and analysis to business leader to assist in making informed decisions (performance, hiring, vacancy, turnover, employee engagement)
- Collaborate with the executive leadership team to support desired workplace culture and facility initiatives
- Coordinate & facilitate colleague recognition events, service awards celebrations & bi-weekly orientation

HUMAN RESOURCES BUSINESS PARTNER, HCA FLORIDA ST LUCIE HOSPITAL PORT ST LUCIE, FL NOV 2015 – FEB 2023

- Support HRVP in employee relations, ethics & compliance investigations
- Maintain tracking for issues/concerns & handle inquiries from colleagues and managers
- Facilitate & support activities - ensuring the timely hiring & onboarding of new employees
- Partner with HRVP and Labor Relations Center of Excellence for employee relation issues
- Coordinate & facilitate colleague recognition events, service awards celebrations & bi-weekly orientation
- Collect and measure results for employee morale and engagement through bi-annual surveys
- Implement efforts to improve overall employee satisfaction
- Assist leaders on situational issues, performance management issues and discipline concerns
- On-site facility Hope Fund Coordinator, plan annual fundraising events

SPECIAL EVENTS MANAGER/RESTAURANT MANAGER, STEAK 954 FT LAUDERDALE, FL JULY 2012 – NOV 2015

- Maintained compliance with company policies, federal/state/local laws, & ordinances
- Managed & oversaw biweekly payroll processing, weekly, overtime & scheduling
- Oversaw daily operations of a daily 3-meal period restaurant with yearly revenue of \$9 million
- Ensured operational standards were met by providing direction & guidance to employees

ASSISTANT FOOD & BEVERAGE MANAGER, ATLANTIC RESORT & SPA FT LAUDERDALE, FL AUG 2011 – JUL 2012

- Designed, developed and orchestrated all standard operating procedures and training materials
- Hired and trained an opening team of 35 employees in service standards and guest relations
- Instrumental in reducing labor and beverage costs

Education

Capella University

Master's of Business Administration

Jan 2023 – present
(2024 graduation)

University of Central Florida, Rosen College of Hospitality Management

Bachelor of Science in Hospitality Management (2006)

Orlando, FL

Tompkins Cortland Community College

Associates Degree in Liberal Arts (2004)

Dryden, NY

Certification

SHRM-CP Certified Professional in Human Resources

**CAREERSOURCE PALM BEACH COUNTY,
INC.**

BY-LAWS

**ARTICLE I
NAME**

The name of the organization shall be the CareerSource Palm Beach County, Inc. (CareerSource-CSPBC) which exists under the laws of the State of Florida, as a not-for-profit corporation qualified under IRC§501(c)(3).

**ARTICLE II
OFFICES AND REGISTERED
AGENT**

The principal administrative office of CareerSource-CSPBC shall be located in Palm Beach County, Florida, at a site as selected by the Board of Directors. The registered office of CareerSource-CSPBC shall be at 340 Royal Poinciana Plaza, Suite 321, Palm Beach, FL 33480 and the registered agent shall be David H. Baker until changed by the Board of Directors.

**ARTICLE III
PURPOSE**

The purpose of the Local Workforce Development Board (LWDB) is to set policy and establish oversight of the workforce development system. The LWDB has the responsibility to provide strategic and operational oversight, assists in achievement of the State's strategic and operational vision and goals, and maximizes and continues to improve quality of services, customer satisfaction, and effectiveness of services provided. CareerSource-This is a cooperative effort among private business, industry, labor, education and government created to increase the economic base of the community by providing workforce development, job training and employment services for the businesses and citizens of Local Workforce Development Area 21 as allowed and prescribed by the Workforce Innovation and Opportunity Act, P.L. 113-128, July 22, 2014, as and if amended from time to time (WIOA) and the Florida Workforce Innovation Act of 2000 as and if amended from time to time (the Florida Act).

**ARTICLE IV CAREERSOURCE
SERVICE AREA**

The area to be served by CareerSource-CSPBC is Palm Beach County, Florida.

**ARTICLE V
MEMBERSHIP**

CareerSource-CSPBC shall not have members.

ARTICLE VI

CHIEF LOCAL ELECTED OFFICIAL, LOCAL WORKFORCE DEVELOPMENT BOARD (LWDB) MEMBERS, DIRECTORS AND OFFICERS

The Chief Local Elected Official (CLEO), Board of Directors, Officers and Committees of ~~CareerSourcee CSPBC~~ shall be organized as follows: ~~A. Members of the Board~~

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1) The CLEOs responsibilities include:

- a) Requesting local area designation (as prescribed in Administrative Policy 94 – Local Workforce Development Area Designation);
- b) Requesting LWDB certification (as prescribed in Administrative Policy 091 – Local Workforce Development Board Composition and Certification);
- c) Appointing members to the LWDB
- d) Designating a fiscal agent (if not serving as grant recipient);
- e) Remaining liable for any misuse of WIOA grant funds by the local area;
- f) In coordination with the LWDB and/or staff to the board, negotiating and reaching agreement on LWDB local performance measures with FloridaCommerce;
- g) Negotiating with the LWDB and required partners to maintain the workforce delivery system through the Memorandum of Understanding (as prescribed in administrative Policy 106 – Memorandums of Understanding and Infrastructure Funding Agreements); and
- h) Partnering with the LWDB and planning region to develop and submit the WIOA local plan and regional plan.

+

2) The CLEO may delegate the listed administrative functions except:

- a) Appointment of members to the LWDB.
- b) Designation of a fiscal agent (designation of a fiscal agent does not relieve the CLEO or Governor of liability for misuse of grant funds – 20 CFR 679.420).
- c) Liability for any misuse of WIOA grant funds by the local areas.

2)3) The number of members of the ~~Board of Directors~~LWDB shall not be less than nineteen (19) or more than thirty-three (33) as determined from time to time by the ~~Board of Directors~~LWDB.

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3)4) The duties and functions of the ~~Board of Directors~~LWDB include:

- a) Undertake and carry out the functions of the board described in Sections 107(d) and 108 of WIOA and the regulations thereunder.
- b) Developing and submitting a four-year local plan and regional plans.
- c) Conducting workforce research and regional labor market analysis.

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- d) Convening local workforce development system stakeholders to assist in the development of the local plan and identifying expertise and resources to leverage support for workforce development activities.
- e) Leading efforts to engage a diverse range of employers and other entities in the local area.
- f) Leading efforts to develop and implement career pathways.
- g) Leading efforts to identify and promote proven and promising strategies and initiative for meeting the needs of employers, workers, and jobseekers.
- h) Developing strategies for using technology to maximize the accessibility and effectiveness of the local workforce development system for employers, workers, and job seekers.
- i) In partnership with the CLEO, conducting oversight of the WIOA adult, dislocated worker, and youth programs and the entire local workforce delivery system, ensuring the appropriate use, management of WIOA funds, and ensuring the appropriate use and management and investment of funds to maximize performance outcomes.
- ii) With the advice of the **CareerSourceCSPBC** President/CEO, negotiating and reaching agreement on local performance measures with the CLEO and FloridaCommerce. establishing performance standards and measures for workforce development activities in the region.
- k) With the advice of the **CareerSource-CSPBC** President/CEO, evaluating the performance and effectiveness of **CareerSource's-CSPBC's** workforce development plan and programs by establishing performance standards and measure for the workforce development activities in the region.
- l) Negotiating, with the CLEO and required partners on the methods for funding the infrastructure costs of one-stop centers in the local area in accordance with 20 CFR 678.715 and Administrative Policy 106 – Memorandum of Understanding and Infrastructure Funding Agreements.
- m) Selecting providers of youth workforce investment activities through competitive grants or contracts in accordance with Administrative Policy 120 – Youth Service Provider Selection, providers of training services consistent with state policy and WIOA sec. 122., providers of career services through the awards of contracts in accordance with Administrative Policy 083 – Direct Provider of Workforce Services, and one-stop operators in accordance with 20 CFR 678.600 through 20 CFR 678.635 and Administrative Policy 097 – One-Stop Operator Procurement.

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n) Working with the state to ensure there are sufficient numbers and types of providers of career services and training services serving the local area and providing the services in a manner that maximizes consumer choice, as well as providing opportunities that lead to competitive integrated employment for individuals with disabilities.

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o) Coordinating activities with education and training providers in the local area.

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p) Developing a budget for the activities of the LWDB, with approval of the CLEO and consistent with the four-year local plan and the duties of the LWDB.

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q) Assessing, on an annual basis, the physical and programmatic accessibility of all career centers in the local area, in accordance with WIOA sec. 188, if applicable, and applicable provisions of the American with Disabilities Act of 1990 (42 U.S.C. 12101 et seq).

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r) Certifying the local area's career centers in accordance with 20 CFR 678.800 and Administrative Policy 093 – One Stop Delivery System and One-Stop Center Certification Requirements.

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s) Concluding agreements necessary to designate the fiscal agent and administrative entity. A public or private entity, including an entity established under section 163.01, F.S., which makes a majority of the appointments to a local board may serve as the local board's administrative entity if approved by FloridaCommerce based upon a showing that a fair and competitive process was used to select the administrative entity.

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b)a) Undertake and carry out the functions of the board described in Sections 107(d) and 108 of WIOA and the regulations thereunder.

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e)t) Developing CareerSource's CSPBC's strategic objectives.

d)a) With the advice of the CareerSource President/CEO, establishing performance standards and measures for workforce development activities in the region.

e)u) Reporting to the Board of Directors of CareerSource Florida, Inc. regarding its functions, duties and responsibilities as required by law or regulation.

v) Providing ongoing oversight related to administrative costs, duplicated services, career counseling, economic development, equal access, compliance and accountability, and performance outcomes. Regularly receiving and reviewing the financial statements of CareerSourceCSPBC.

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w) In partnership with the CLEO, establishing bylaws and codes of conduct for LWDB members, as well as the LWDB President/CEO and LWDB staff.

~~f)x) Overseeing the one-stop delivery system in its local area.~~

~~g)y) Contracting with public and private entities as necessary to further the directives of the WIOA Local Plan for Program Years 2020-2024, as amended and supplemented from time to time and The Migrant & Seasonal Farmworkers Outreach and Services Local Plan Program Years 2020-2024, as amended and supplemented from time to time.~~

~~h)z) Establishing additional monitoring and reporting requirements, if one entity fulfills multiple functions to ensure the entity is compliant with WIOA, final rules and regulations, OMB circulars, and the state's conflict of interest policy. Overseeing and monitoring activities under its jurisdiction in accordance with WIOA and the Florida Act.~~

~~i)aa) Employ a President/CEO with the concurrence of the Palm Beach Workforce Development Consortium who will (i) be responsible and accountable to the BoardLWDB, (ii) act on the Board'sLWDB's behalf in the conduct of its directives.~~

~~j) Approving an annual budget.~~

~~k)bb) Providing an annual report.~~

(3) At a minimum, the membership of the Board of DirectorsLWDB shall include:

(A) a majority of representatives of business in the local area as individuals, who

i. are owners of businesses, chief executives or operating officers of businesses, and or other business executives or employers with optimum policy-making or hiring authority;

ii. represent businesses, including small businesses, or organizations representing businesses that provide employment opportunities that, at a minimum described in this clause, that provide include high-quality, work-relevant training and development in in-demand industry sectors or occupations in the local area (at least two representatives of small businesses must be included); and

iii. are appointed from among individuals nominated by various local business organizations and business trade associations; and

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iii.iv. are not current members of the Education and Industry Consortium as defined by CareerSource Florida's Strategic Policy 2023.09.19.A.2.

(B) not less than 20 percent of the LWDB members ~~of the board shall~~ must be representatives of the workforce within the local area, who

- i. shall include at least two ~~or more~~ representatives of labor organizations, who have been nominated by local labor federations, or other representatives of employees (only if there are no employees represented by such organization);
- ii. shall include at least one representative, ~~who shall be a member~~ of a labor organization or a training director, from a joint labor-management apprenticeship program;
- iii. may include representatives of community-based organizations that have demonstrated experience and expertise in addressing the employment needs of individuals with barriers to employment, including organizations that serve veterans or that provide or support competitive integrated employment for individuals with disabilities; and
- iv. may include representatives of organizations that have demonstrated experience and expertise in addressing the employment, training, or education needs of eligible youth, including representatives of organizations that serve out-of-school youth;

iv.v. are not current members of the Education and Industry Consortium as defined by CareerSource Florida's Strategic Policy 2023.09.19.A.2.

(C) representatives of entities administering education and training activities in the local area, who

- i. shall include a representative of eligible providers administering adult education and literacy activities under Title II of WIOA;
- ii. shall include a representative of institutions of higher education providing workforce investment activities (including community colleges);
- iii. shall include a private education provider. (CareerSource Florida may waive this requirement, if requested, if it is demonstrated that such representative does not exist in the local area)

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- iv. may include representatives of local educational agencies, and of community-based organizations with demonstrated experience and expertise in addressing the education or training needs of individuals with barriers to employment;
- (D) representatives of governmental and economic and community development entities serving the local area, who
 - i. shall include a representative of economic and community development entities;
 - ii. represent vocational Rehabilitation;
 - iii. shall include an appropriate representative from the State employment service office under the Wagner-Peyser Act (29 U.S.C. 49 et seq.) serving the local area;
 - iv. shall include an appropriate representative of the programs carried out under title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.), other than section 112 or part C of that Title (29 U.S.C. 732, 741), serving the local area;
 - v. may include representatives of agencies or entities administering programs serving the local area relating to transportation, housing, and public assistance; and
- (b) may include such other individuals or representatives of entities as the ~~chief Chief elected Elected official Official~~ in the local area may determine to be appropriate.

(4) Members of the Board-LWDB that represent organizations, agencies, or other entities shall be individuals with optimum policymaking authority within the organizations, agencies, or entities.

(5) Members of the LWDB may be appointed as representatives of more than one entity if the individual meets all the criteria for representation.
~~A majority of the members of the Board shall be representatives described in paragraph (3)(A)(i) above.~~

(6) Vacancies. The CareerSource-CSPBC President/CEO shall be notified promptly by staff of a ~~Director board~~ member vacancy. The CareerSource-CSPBC President/CEO shall notify the Executive Committee of such vacancies, and the Executive Committee shall identify potential board members and take such action to fill the vacancies through the same process followed for all appointments. Nominees for a board member vacancy shall be received from local organizations and business and economic development agencies. Vacancies during the term of a ~~Director's-LWDB member's~~ appointment shall be filled

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in an appropriate timeframe upon receipt of sufficient nominations for the vacancy. The person appointed to fill the vacancy are appointed to the same category of membership as that in which the vacancy occurred and will serve the remaining term of the prior Director-LWDB member and may be re-appointed as provided in Section A.(9) Term. of this Article. Should a Director-LWDB member cease to represent the category to which they were appointed through change in status, or otherwise become disabled, ill, or unable to perform their duties on the Board-LWDB, they shall be removed upon recommendation of the Executive Committee to the CareerSource Board-LWDB.

- (7) The members of the Board must elect a chairperson from among the representatives described in paragraph (3)(A)(i) above. The Chairperson must serve for a term of no more than two years and not more than two terms.
- (8) Non-mandated members of the Board of Directors-LWDB shall be appointed in accordance with the provisions of the Interlocal Agreement Creating the Palm Beach Workforce Development Consortium as amended from time to time and applicable state and federal legislation. Each city that is a Consortium Member may, subject to the approval of the Local Elected Official, appoint a member of the Board-LWDB otherwise meeting the requirements of Section A.(3)(a)(A) of this Article for a terms as a non-mandated director described below.
- (9) Term. LWDB members Directors shall serve staggered terms and may not serve for more than eight (8) consecutive years, unless such member is a representative of a governmental entity. Service in a term of office which commenced before July 1, 2021, does not count toward the eight (8) year limitation. Directors-LWDB members will be eligible for reappointment without re-nomination or reapproval by the board LWDB for an additional term that when including all previous terms, which commenced after July 1, 2021, does not exceed eight (8) consecutive years. Directors-LWDB members will be reappointed in the same category of membership.
- (10) Resignation of Directors-LWDB members will become effective immediately or on the date specified therein and vacancies will be deemed to exist as of such effective date. Any vacancy occurring in the LWDB members Board of Directors will be filled in the manner prescribed in these Bylaws for the appointment of Directors-LWDB members. The new Director-LWDB member appointed to fill the vacancy will serve the unexpired term of the predecessor in office.
- (11) Any Director-LWDB member failing to attend four (4) consecutive regular Board meetings without excused absence as determined by the Executive Committee shall be considered to have voluntarily resigned. Notwithstanding the previous sentence, any Director-LWDB member may be removed from the Board for cause inconsistent with the sound operation of CareerSourceCSPBC, by an affirmative vote of 75% of the remaining Directors-LWDB members. Notwithstanding this section, no Director-LWDB member shall be removed if such removal shall violate any membership right mandated by state or federal legislation unless a replacement exists for the mandated position/category. The Chief Local Elected Official may remove a member of the Board of Directors, the President/CEO, or the designated person responsible for the operational and administrative function of CareerSource-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. Section 445.007(2)(c) F.S.; CareerSource Florida Administrative Policy Number 110, Section IV.A.1.

- (12) Only Directors-LWDB members present in person or by telephone or via virtually utilizing internet services or other means of remote communication as described in section (17) of this Article VI at a meeting shall be entitled to vote on matters submitted to a vote at such meeting, and neither voting by alternates nor proxy shall be permitted. No Director-LWDB member shall cast a vote on the provision of services to or under the auspices of CareerSource by that Director-LWDB member (or any organization, which that Director-LWDB member directly represents), nor shall any Director-LWDB member vote on any matter, which would provide direct or indirect financial benefit to that Director-LWDB member. Each Director-LWDB member who abstains shall publicly state the nature of their interest in the matter in which they are prohibited from voting and disclose the nature of their interest within fifteen (15) days after the vote occurs in a memorandum filed with the Secretary, who shall incorporate the memorandum in the minutes. Pursuant to the Workforce Innovation Act of 2000, if CareerSource-CSPBC enters into a contract with an organization or individual represented on the Board of Directors-LWDB, the contract must be approved by a two-thirds vote of the Board a quorum having been established, and the Board-LWDB member who could benefit financially from the transaction must abstain from voting on the contract. A Board-LWDB member must disclose any such conflict of interest in a manner consistent with the procedures outlined in the Florida Statutes.
- (13) Regular meetings of the Board of Directors-LWDB shall be held not less than four times a year.
- (14) Special meetings of the Board of Directors-LWDB may be called by the Chair or by a number of Directors-LWDB members equaling 20% of the total number of members of the Board of Directors.
- (15) Written or printed notice stating the place, day and hour, of any meeting of the Board of Directors-LWDB will be delivered to each Director-LWDB member, either personally or by first class mail, or by or at the direction of the Chair, not less than five (5) days before the date of a regular or annual meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the Director-LWDB member at his address as it appears on the records of CareerSource-CSPBC with postage prepaid.
- (16) Notice of any special meeting of the Board of Directors-LWDB shall be delivered in writing, or mailed, or provided verbally in person or by telephone, to each Director-LWDB member not less than three (3) days before the date of such meeting. Such notice shall include the place, day, hour, and purpose of such meeting.
- (17) A Director-LWDB member may participate remotely by telephone or virtually via the internet or by electronic or other remote access enabled audio or video conferencing

means, in any meeting of the LWDB Board of Directors or any committee thereof and shall be deemed present for all purposes, including, without limitation, the establishment of a quorum, and may vote on matters presented at such meeting provided that all Directors LWDB members participating by telephone or virtually are able to hear all other Directors LWDB members participating by telephone or virtually or in person at the meeting and all other Directors LWDB members participating in the meeting whether in person or by telephone or virtually are able to hear each Director LWDB member participating by telephone or virtually. Text messaging, instant messaging, email, and web chat are not acceptable means of remote participation, either directly or indirectly.

- (18) Attendance of a Director LWDB member at any meeting of the Board of Directors LWDB will constitute a waiver of notice of such meeting except where such Director LWDB member attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.
- (19) Except as otherwise set forth in this section, no Director LWDB member shall communicate with any person or entity or any person who is employed by or affiliated with such entity who or which submits a proposal to provide goods or services to CareerSource CSPBC regarding the proposal to provide such goods or services or the request for such proposal whether or not such proposal has been issued by CareerSource CSPBC. For the purposes of this section, a person who is employed by or affiliated with an entity or person which or who proposes to provide such goods or services shall be considered that entity or person. Any Director LWDB member who receives a communication from any such person or entity shall decline to respond and shall promptly notify the Chair in writing of such communication stating the date thereof, the person whom such communication was received and the nature of such communication. This section shall not apply to any Director LWDB member in regard to a communication related to a matter, including a proposal or request for proposal, with respect to which such Director LWDB member is required to and does abstain as provided in section (11) hereof.

B. Emeritus Members.

There shall be a category of LWDB member known as a LWDB Member Emeritus who is nominated by the Executive Committee and elected by the LWDB to serve at the pleasure of the board. The LWDB board retains the right to rescind a LWDB board member's emeritus membership at any time and for any reason. In order to be considered for designation as a LWDB Board Member Emeritus, a person must be a current or former member of the CareerSource CSPBC LWDB Board of Directors in good standing and who has completed the term(s) for which he or she was appointed or no longer serve on the board in accordance with Section A.(6) Vacancies. of this Article. Board LWDB Members Emeritus shall be selected from those board LWDB members who have served on the LWDB Board of Directors for a minimum of (10) cumulative years and shall serve a term of no more than eight (8) years. A LWDB Board Member Emeritus shall be entitled to receive all written notices and information which are provided to the LWDB Board of Directors with the exception of private, confidential, or sensitive information, discuss board agenda items and attend all board meetings. A LWDB Board Member Emeritus shall not be subject to any attendance policy counted in determining if a quorum is present at a board meeting, entitled

to hold office, or entitled to vote at any ~~board-LWDB~~ meeting, or have rights to private, confidential, or sensitive information. Emeritus ~~LWDBBoard~~ Members may not conduct business on behalf of ~~CareerSource-CSPBC~~ or speak as an official representative of ~~CareerSourceCSPBC~~. The Executive Committee of the ~~LWDBboard~~ will consider potential candidates and may nominate one or more individuals for a ~~LWDB board~~emeritus position. The Executive Committee will present the nomination(s) to the ~~LWDB Board of Directors~~ for its consideration and approval. A simple majority vote of directors at a meeting at which a quorum is present is sufficient to approve a ~~LWDBBoard~~ Member Emeritus appointment.

C. Officers.

- (1) The Officers of ~~CareerSource-CSPBC~~ shall consist of a Chair, a Chair-Elect, a Secretary and such other Officers as may be elected in accordance with the provisions of these Bylaws.
- (2) The Chairperson's duties may include but are not limited to shall:
 - a) ~~presidinge~~ over all meetings of the ~~LWDBBoard~~;
 - b) ~~Appointing~~ the members of all standing and ad-hoc committees, subject to ratification by the ~~BoardLWDB~~, and the Chairs of such committees;
 - c) ~~leading the board to develop a guiding vision that aligns with the state's priorities;~~
 - d) ~~acting as a lead strategic convener to broker effective relationships between the CLEO and economic development, education, and workforce partners in the local area;~~
 - e) ~~leading an executive committee to guide the work of the board, and ensure that committees or task forces have necessary leadership and membership to perform the work of the board;~~
 - f) ~~leading the agenda setting process for the year and guiding meetings ensuring both tactical and strategic work is completed in all meetings;~~
 - g) ~~appointing members to the Education and Industry Consortium;~~
 - h) ~~generally perform all duties relative to the office of the Chair; sign all applicable reports, letters or fiscal documents on behalf of the ~~Board-LWDB~~, and shall serve as Chair of the ~~Executive Committee and the~~ Nominating Committee and shall be an ex-officio member of all standing and ad-hoc committees and may function as the chair of a committee in the absence of the committee chair and the committee vice-chair.~~
- (3) Upon expiration or termination of the term of the Chair, the Chair-Elect shall become the Chair. In the absence of the Chair or in the case of the Chair's inability or refusal to act, the Chair-Elect shall perform the duties of the Chair and have all the powers of the Chair.
- (4) The Secretary will perform all duties as may be required by law, by the Articles of Incorporation, or by these Bylaws and which may be assigned from time-to-time by the Chair or the ~~Board of Directors~~LWDB and, in the absence of the Chair and the Chair-Elect, serve as chair of the ~~Board of Directors~~LWDB.
- (5) The Chair shall serve a term of one (1) year unless the Chair shall elect in writing prior to May 1 of the then current fiscal year to serve a second year in which case the

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Chair may, subject to the approval of the ~~Board of Directors~~LWDB, serve a second year of the term. Additionally, the Chair may, if requested by the ~~Board of Directors~~LWDB, serve a second term as Chair for a period of one year or, if the Chair elects and it is approved by the ~~Board of Directors~~LWDB as provided in the previous sentence, a period of two years. The Chair shall serve no more than 4 years. The Chair-Elect shall become the Chair upon the termination or expiration of the term of the Chair. Each of the other Officers shall be elected annually.

D. Executive Committee. The purpose of the Executive Committee is:

- (i) to make recommendations for consideration by the ~~Board of Directors~~LWDB in the following areas:
 - a. Strategic Direction
 - b. Development and education of the ~~Board~~LWDB about Workforce needs of the community and of ~~CareerSource~~CSPBC
 - c. Issues related to Board governance
 - d. The agenda of the meetings of the Board of Directors including a development education component
- (ii) to make recommendations to the ~~Board of Directors~~LWDB with respect to other matters which may be brought to the Committee by the Chair, the members of the Committee or the Chair.
- (iii) to act for the ~~Board of Directors~~LWDB in any emergency matter which must be resolved before a meeting of the ~~Board of Directors~~LWDB may be convened after proper notice to the members of the ~~Board~~LWDB.

The Committee shall be composed of the Chair, the Chair-Elect and one past Chair of the ~~Board~~LWDB selected by the ~~Board of Directors~~LWDB upon the recommendation of the Executive Committee plus four other members of the ~~Board of Directors~~LWDB appointed by the ~~Board~~LWDB based upon the recommendation of the Executive Committee.

E. Nominating Committee

The purpose of the Nominating Committee is to select the slate of corporate offices for the presentation to the ~~Board of Directors~~LWDB and seek the replacement of any corporate officer that may resign. The Committee is composed of the Chair, Chair Elect, and the most recent past Chair who, at the request of the Executive Committee, agrees to serve.

F. Other Committees

There shall be two (2) standing committees: the Financial Planning Committee, the Youth and Young Adult Outreach Committee.

The Chair of the ~~Board of Directors~~LWDB from time-to-time may create ad-hoc committees, with such powers, duties, and functions, as may be deemed necessary. The Chair shall appoint the members, subject to ~~Board~~LWDB approval and in accordance with the

requirements of Federal and state laws and regulations, and chair and vice chair of each ad-hoc committee and each Standing Committee. Committee members may be appointed from among the members of the Board of DirectorsLWDB or from other interested parties. Those members in attendance at a meeting of any of these committees shall constitute a quorum.

ARTICLE VII CERTAIN FINANCIAL MATTERS

- A. No loans shall be contracted on behalf of CareerSourceCSPBC, and no evidence of indebtedness shall be issued in its name.
- B. All purchases or expenditures by CareerSourceCSPBC, whether by contract or not, shall follow and adhere to laws, policies and standards governing purchases and expenditures as specified by the grant and/or the grant recipient.
- C. The purchase or sale of goods or services by CareerSourceCSPBC shall be conducted in accordance with CareerSource-CSPBC Standard Operating Procedures and Procurement Policies and Procedures.

ARTICLE VIII MANAGEMENT

1. Local Workforce Development Board President/CEO : A President/CEO will be selected, and appointed by, report to the Board- and shall effectively and ethically carry out, the functions of the LWDB which may include but is not limited to: have such duties and responsibilities as may be designated by the Board. The President will report to the Board

- a) Coordinating with the CLEOs regarding the identification and nomination of members to the LWDB and ensuring membership is compliant with WIOA and Florida Statutes;
- b) Organizing local board meetings and ensuring meetings are held according to these bylaws and Florida's sunshine laws;
- c) Developing and submitting the local and regional plan;
- d) Conducting oversight of the WIOA adult, dislocated worker, youth programs and the entire one-stop delivery system, including development of policies and monitoring the administration of the programs;
- e) Negotiating and reaching agreement on local performance measures with the CLEO and FloridaCommerce;
- f) Negotiating with the CLEO and required partners for the Memorandum of Understand (as prescribed in Administrative Policy 106 – Memorandum of Understanding and Infrastructure Funding Agreements);
- g) In compliance with local board procurement policy, provide oversights of the competitive procurement process for procuring or awarding contracts for providers of youth program services, providers of workforce services (if applicable), and the one-stop operator as required in paragraph (I) of 20 CFR 679.370;
- h) Developing a budget for activities of the LWDB; and
- i) Certifying the one-stop career centers.

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The executive director, chief financial officer, and chief operating officer who represent the LWDB may not personally contract with or otherwise represent more than one LWDB and may not simultaneously act as members of any LWDB.

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2. One-Stop Operator: The entity or consortium of entities that coordinates service delivery of required one-stop partners and service providers. WIOA requires the LWDB to use a competitive procurement process to select its one-stop operator and to competitively reprocure these services every four years, in accordance with WIOA sec. 121(d), 20 CFR 648.600 through 678.635, and Administrative Policy 097 – One-Stop Operator Procurement.

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3. Providers of Workforce Services: The LWDB is required to select the provider of basic and individualized career services (also referred to as “workforce services”) and have the option of being direct providers of workforce services or awarding grants or contract for these services. WIOA allows the LWDB to be direct providers of workforce services with the agreement of the CLEO in the local area, LWDB, and the Governor, as prescribed in Administrative Policy 083 – Direct Provider of Workforce Services.

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4. Youth Service Provider: The LWDB is required to select providers of youth workforce services through competitive grants or contracts. The LWDB has the option of directly providing some or all youth workforce services rather than awarding grants or contracts for these services. If the LWDB chooses to award grants or contracts for youth workforce services must do so through a competitive procurement process in accordance with WIOA sec. 123.20 CFR 681.400, and Administrative Policy 120 – Youth Service Provider Selection.

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ARTICLE IX FISCAL YEAR

The fiscal year of CareerSource-CSPBC shall be July 1 through June 30 of each year.

ARTICLE X INDEMNIFICATION

A. Right to Indemnification: Each person (including the heirs, executors, administrators, or estate of each person) (1) who is or was a director of CareerSource-CSPBC, (2) who is or was an officer, agent or employee of CareerSource-CSPBC and as to whom CareerSource-CSPBC has agreed to grant indemnification, or (3) who is or was serving at the request of CareerSource-CSPBC as its representative in the position of a director, officer, trustee, partner, agent or employee or another corporation, partnership, joint venture, trust, or other enterprise and as to whom CareerSource-CSPBC has agreed to grant indemnification, shall be indemnified by CareerSource-CSPBC as of right to the fullest extent permitted or authorized by current or future legislation or by current or future judicial or administrative decision, against all fines, liabilities, settlements, losses, damages, costs and expenses, including attorneys' fees, asserted against such person or incurred by such person in their capacity as director, officer, trustee, partner, agent, employee or representative unless such liability in question is out of the scope of such person's legal capacity, authorization, duties and responsibilities, or is adjudged by a court of competent jurisdiction to result from the

gross negligence or willful misconduct of the indemnity. The foregoing right of indemnification shall not be exclusive of other rights to which such person seeking indemnification may be entitled. ~~CareerSource~~CSPBC may maintain insurance at its expense to protect itself and indemnified persons against any fines, liabilities, costs and expenses, including attorneys' fees, whether or not ~~CareerSource~~CSPBC would have the legal power to directly indemnify such person against these liabilities.

B. Advances: To the extent permitted by law, costs, charges and expenses (including attorneys' fees) incurred by a person, referred to in section A above. Indemnification of this Article, in defending a civil or criminal action or proceeding may be paid (and, in the case of directors of ~~CareerSource~~CSPBC, shall be paid) by ~~CareerSource~~CSPBC in advance of the final disposition thereof, upon receipt of an undertaking to repay all amounts advanced if it is ultimately determined that the person is not entitled to be indemnified by ~~CareerSource~~CSPBC as authorized by this Article, and upon satisfaction of other conditions established from time to time by the Board of Directors or required by current or future legislation.

ARTICLE XI AMENDMENTS

The power to alter, amend, or repeal the Articles of Incorporation or Bylaws of CareerSource Palm Beach County, or to adopt new Bylaws, insofar as is allowed by law, is vested in the Board of Directors. Such action must be taken pursuant to a resolution approved by a two-thirds vote, a quorum being present, at a meeting for which notice of consideration of such matter was duly given.

I certify that the foregoing constitutes a conformed copy of the bylaws of the CareerSource Palm Beach County, Inc. ~~as in effect this date.~~

Secretary l. _____ Date October 19, 2023

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**INTERLOCAL AGREEMENT
PALM BEACH WORKFORCE DEVELOPMENT CONSORTIUM**

THIS INTERLOCAL AGREEMENT, is entered into this _____ day of _____, 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), R 2021-1457 dated July 10, 2007-October 5, 2021 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 (ISO) 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 is~~ hereby by mutual agreement of the parties replaced in the ir its entirety by this Interlocal Agreement.

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WITNESSETH:

WHEREAS, the parties to this Agreement formed the Consortium for the purpose of establishing an ISO 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 **8B.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 LWDA21.

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 officials 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 BoardCSPBC 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 CareerSource Board of DirectorsCSPBC 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 CareerSourceCSPBC, 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).

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e.d. To request LWDB certification (as prescribed in Administrative Policy 091 - Local Workforce Development Board Composition and Certification).

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e.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.

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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).

e.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.

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f.i. Together with the subgrant recipient to develop, approve, and submit the Local Plan for LWDA 21, Regional Plan and modifications thereto.

g.i. To provide oversight and guidance in conjunction with the subgrant recipient.

h.k. To establish an ISO (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.

i.l. To perform any other appropriate duties necessary for the accomplishment, and consistent with the purposes of this Agreement and the Workforce Programs.

j.m. The following provisions for the requirements of the ISO Charter are provided:

i. The purpose of the ISO is to develop a readily available workforce of skilled workers which is mandatory to attract new businesses to the ISO and to retain and expand existing businesses within the ISO. This in turn will increase the wealth of the ISO, 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 ISO 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 ISO 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 ISO shall be reaffirmed by the concurrence and signing of all participants of this Interlocal Agreement.

- iv. The ISO 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 ISO will parallel that of the Consortium.
- vi. There will be no compensation for members of the ISO governing board other than for travel and meeting expenses.
- vii. The administrative duties of the ISO 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 ISO.
 - Together with CareerSource, to approve the Local Plan for the ISO 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 ISO.
- 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 ISO governing board will be a duly elected County Mayor and a city Councilperson from each of the member municipalities appointed to the ISO by their respective commission or council.
- x. The ISO 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 ISO 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 ISO and will focus on the outcomes necessary to meet the goals and objectives of the ISO and reviewed on an annual basis.

- xiii. The geographic boundary of the ISO is limited to the confines of the legal description of Palm Beach County, Florida.
- xiv. The creation of this ISO 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-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 ~~CareerSourceCSPBC~~ President/~~and~~ CEO, upon the recommendation of the ~~CareerSource-CSPBC LWDB~~ Board ~~of Directors~~~~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 ~~Board of Directors~~~~CSPBC LWDB~~, the ~~CareerSource-CSPBC~~ President/~~and~~ CEO, or the designated person responsible for the operational and administrative function of ~~CareerSource-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 ~~CareerSourceCSPBC~~.
- 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/-and CEO of CareerSource~~ to negotiate, enter into and execute agreements following the approval of ~~CareerSource-CSPBC LWDB Board~~ 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/-and CEO of CareerSource~~, to make purchases in accordance with the procurement and purchasing guidelines approved as a part of the ~~CareerSource-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/-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 ~~CSPBC President/-and CEO of CareerSource to 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 boardCSPBC 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 ~~CareerSource boardCSPBC 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 ~~CareerSourceCSPBC~~.
- 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-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 and regulations and policies, rules and regulations of the CareerSource Florida Inc and ~~the Florida Department of~~

Economic Opportunity Florida Commerce.

- 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 ~~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: ~~8/10/2018~~

ATTEST: 

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City of Delray Beach
City Council
Attestant

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: 10-16-2014

ATTEST: 

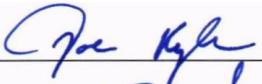
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EXECUTION PAGE [Page 3 of 5]

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

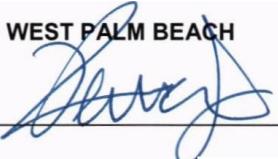
DATE: June 01, 2021

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: 17.7.12

ATTEST: 11-11-C

CITY ATTORNEY'S OFFICE



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.

ABR UZZO
NO CO PTROLLER
BY

OCT 05 2014

PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS

BY:
Dave Kerner, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

BY: 
Helene Hvizzd,
Assistant County Attorney

BY: 
Dorritt M. Miller,
Assistant County Administrator

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