

Board of County Commissioners

Agenda Request

Date of Meeting: February 3, 2015

Date Submitted: January 20, 2015

To: Honorable Chairperson and Members of the Board

From: Robert M. Presnell, County Administrator

Subject: Appointment to the CareerSource Capital Region Board

Background:

At the May 14, 1996 meeting, the Board approved the establishment of a Jobs and Education Regional Board (Big Bend Jobs and Education Council) that would serve as the Workforce Development Board for the region (Leon, Gadsden and Wakulla Counties). An Inter-local Agreement, approved by the Board at its May 28, 1996 meeting, established a multi-jurisdictional arrangement between Leon, Gadsden and Wakulla County Board of County Commissioners describing the responsibilities of the Board of County Commissioners.

February 19, 2013, The Gadsden County Board of County Commissioners approved an updated inter-local agreement in response to the Workforce Board Accountability Act passed during the 2012 Legislative Session limiting the number of Workforce plus Board of Directors to twenty-three.

Statement of Issue:

Nominations for the private sector seats shall be submitted to the respective County Commissioners or their designee by local business organizations including local chambers of commerce, downtown merchants associations, area business associations, etc. but must be compliant with the State of Florida Workforce Innovation Act of 2000.

CareerSource contacted staff requesting a nomination for the replacement of Mr. Roy Moore. Per the by-laws, any member of the Board of Directors may be removed automatically after three unexcused absences or unexplained absences. Due to non-attendance by Mr. Moore, CareerSource is requesting a replacement for this business position. On January 12, 2015, the Chamber of Commerce submitted an email to staff for Ms. Chelsea Douglass, Human Resource Manager of Teligent EMS for the business person on the CareerSource Board or Directors.

Fiscal Impact:

None

Options:

1. Approve the nomination of Chelsea Douglass for the appointment to the CareerSource Capital Region Board of Directors.
2. Do not approve the nomination for the Appointment.
3. Board Direction

County Administrator's Recommendation:

Option 3

Attachments:

1. February 19, 2013 Inter-local Agreement
2. By Laws of the Big Bend Jobs and Educational Council, Inc.
3. Email from the Chamber of Commerce

**BIG BEND JOBS & EDUCATION COUNCIL, INC. d/b/a WORKFORCE *plus*
GADSDEN COUNTY BOARD OF COUNTY COMMISSIONERS
LEON COUNTY BOARD OF COUNTY COMMISSIONERS
WAKULLA COUNTY BOARD OF COUNTY COMMISSIONERS
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This Agreement, entered into by and between the following parties: Gadsden County, Leon County (a charter county), and Wakulla County (a charter county), political subdivisions of the State of Florida, hereinafter referred to as the "COUNTIES", and the Big Bend Jobs & Education Council, Inc. d/b/a WORKFORCE *plus*, a Florida nonprofit corporation, in its capacity as the Region 5 workforce board created and existing under Chapter 445, Florida Statutes, hereinafter referred to as "WORKFORCE".

WITNESSETH:

WHEREAS, the Workforce Investment Act of 1998, Public Law 105-220 ("WIA") authorizes expenditures of federal funds for workforce development programs in areas of the state designated by the Governor as a Workforce Development Region; and

WHEREAS, Chapter 445, Florida Statutes, "the Workforce Innovation Act of 2000" ("Workforce Innovation Act") further delineates the roles and responsibilities of all parties in the expenditure of federal funds for workforce development programs in such designated areas; and

WHEREAS, the COUNTIES have been designated by the Governor of the State of Florida as a Workforce Development Region; and

WHEREAS, the WIA and Workforce Innovation Act require the chief local elected officials of each designated Workforce Development Region to establish a regional workforce development board; and

WHEREAS, CS/HB 7023 enacted by the 2012 Florida Legislature and signed into law by Governor Rick Scott provides for the membership of local workforce development boards to be limited to the minimum membership required in Pub. L. No. 105-220, Title I, s. 117(b)(2)(A); and

WHEREAS, WORKFORCE has requested and received certification as the Region 5 Workforce Development Board by Workforce Florida, Inc., the State of Florida Workforce Development Board; and

WHEREAS, the Department of Economic Opportunity, under the direction of Workforce Florida Inc., shall review and certify that WORKFORCE complies with state and federal law; and

WHEREAS, the COUNTIES and WORKFORCE previously entered into an Interlocal Agreement in 2001 defining their respective duties and responsibilities ("Original Interlocal"); and

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WHEREAS, WORKFORCE is required to submit its strategic plan and annual budget, as approved by the COUNTIES and/or their designee, to Workforce Florida Inc. for review; and

WHEREAS, the COUNTIES and WORKFORCE desire to revise the terms of the Original Interlocal to define the scope of their relationship and their respective duties and responsibilities for the administration and operation of workforce programs within the Region 5 Workforce Region, as provided herein.

NOW THEREFORE, IN CONSIDERATION OF THE ABOVE AND THE MUTUAL COVENANTS HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Purpose:

The purpose of this agreement is to establish and maintain a partnership to carry out the requirements of the WIA, the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (Public Law 104-193), Workforce Innovation Act, applicable federal, state and local regulations including OMB circulars and future state and federal workforce initiatives and laws (together the "Acts").

2. Development of the Two Year Workforce Investment Act Plan:

Pursuant to the WIA and in accordance with the requirements established by the Governor of the State of Florida, WORKFORCE shall develop the Two Year Workforce Investment Act Plan and other plans, as required, and shall present said plans to the COUNTIES for review and approval. Upon approval and execution of the plans by the COUNTIES when required by the Acts, acting through the COUNTIES Commission, or its designees, the plans will be submitted to the proper funding authorities by WORKFORCE.

3. Establishment of the Gadsden, Leon, Wakulla Workforce Development Consortium

The Gadsden, Leon and Wakulla Workforce Development Consortium (the "CONSORTIUM") is hereby created to be organized as hereinafter provided. Each respective Board of County Commissioners shall identify and designate one individual to serve as their designee on the CONSORTIUM. The designee shall be a voting member. The CONSORTIUM will exercise approval authority, which will not be unreasonably withheld over the budget adopted by WORKFORCE for final submittal and approval to Workforce Florida Inc. The CONSORTIUM will also exercise approval authority and review of the annual audit as conducted over WORKFORCE for final submittal to the proper funding authorities by WORKFORCE.

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4. Duties and Responsibilities of WORKFORCE:

The COUNTIES hereby designate WORKFORCE as the local sub-grant recipient and local fiscal agent for all WIA and workforce development programs operating within the Region 5 Workforce Region (the "Program"). In that capacity, WORKFORCE shall act as its own administrative entity, and be responsible for all Program activities as required by the Acts, including and/or subject to the following:

A. WORKFORCE shall employ personnel to carry out the effective and efficient operation of the Program and to provide necessary technical assistance to WORKFORCE, acting in partnership with the COUNTIES as provided herein;

B. WORKFORCE shall organize and train such staff as necessary to conduct the functions and operations of WORKFORCE as provided herein;

C. WORKFORCE, through the actions of said personnel, as authorized, approved or directed by the WORKFORCE Board of Directors, shall:

1. Prepare planning documents required by applicable state and federal law and, after any required approval by the COUNTIES, submit them to the appropriate funding authorities for approval;
2. Prepare and submit for approval by the CONSORTIUM, an annual budget for the proper expenditure of all funds allocated to WORKFORCE;
3. Direct the receipt and expenditure of funds in accordance with the Acts, this Agreement, approved local plans and budget, and/or all applicable Federal, State or Local Laws;
4. Execute contracts, sub-grants and other agreements necessary to carry out the programs authorized by the Acts, including making the designation of the One Stop Operator, selecting and designating youth service providers, identifying eligible providers of adult and dislocated worker intensive and training services, and maintaining a list of those providers with performance and cost information;

5. Reach agreement with the Governor on local performance measures;

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6. Recommend policy and develop program procedures for program management, planning, operation, evaluation and other necessary functions;
7. Evaluate program performance and determine whether there is a need to reallocate program resources and to modify the grant agreement with the State of Florida;
8. Establish and maintain such committees as determined by the WORKFORCE Board of Directors;
9. Establish and maintain in force agreements with each of the required local One Stop Partner agencies;
10. As the fiscal agent, collect, account for, invest and expend Program income generated by Program activities pursuant to the Acts and State of Florida requirements and approved WORKFORCE bylaws, procurement policies, finance and accounting policies and cash management policies;
11. Conduct oversight with respect to activities, programs and expenditures under WTA and such other federal programs that assign responsibility for oversight over programs, activities and expenditures. Oversight shall include monitoring related to administrative costs, duplicated services, career counseling, economic development, equal access, compliance and accountability, and performance outcomes.
12. Enforce all agreements and take action against any sub-recipient or vendor for abuse in the programs in order to protect the funds and the integrity of the program, subject to final approval or ratification by the Audit Committee and the WORKFORCE Board of Directors;
13. Coordinate workforce investment activities with economic development strategies and developing employer linkages;

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14. Promote private sector involvement in the statewide workforce investment system through effective brokering, connecting and coaching activities through intermediaries in the local area or through other organizations to assist employers in meeting hiring needs;
15. Develop and administer a system to hear and resolve all grievances or complaints filed by participants, subcontractors or other interested parties as required by the Acts, Regulations or State Laws, subject to approval by the COUNTIES.
16. Develop fiscal controls, accounting, audit and debt collection procedures to assure the proper disbursement of, and accounting for, funds received under WIA, with at least fifty percent (50%) of the Title I funds for Adults and Dislocated Workers that are passed through to WORKFORCE allocated to and expended on Individual Training Accounts, unless a waiver is received from Workforce Florida Inc.
17. Make available to the COUNTIES and the general public through its website, www.wfplus.org, the audit conducted in accordance with OMB Circular A-133/Single Audit Act annually.
18. Perform any other functions as necessary or appropriate to meet its responsibility for the operation of the Program;
19. Maintain the required insurance coverage to protect the counties addressed through this agreement.

D. WORKFORCE shall have authority to seek, compete for and secure other sources of funding consistent with and in accordance with its purpose and for such other purposes as WORKFORCE may deem appropriate and necessary.

E. WORKFORCE shall perform or cause to have performed internal audits and monitoring of all funds as required by the Acts and in accordance with the provisions of paragraph 6(c) herein; shall satisfactorily resolve any questions or problems arising from said audits and monitoring; and present audit and monitoring findings directly to the Audit Committee and CONSORTIUM.

F. WORKFORCE shall adopt such procedures to ensure compliance with applicable conflict of interest and public meetings laws. Members of the WORKFORCE Board of Directors shall ensure there is no conflict of interest in

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the actions of the WORKFORCE Board or its members with respect to all activities by complying with all disclosure, conflict of interest statutes, and other regulations and guidelines, as well as complying with all public meeting requirements, notifications and restrictions as prescribed by law.

G. In order to exercise its independent Program oversight, WORKFORCE shall serve as the one stop operator and/or a direct service provider of certain components or all components of workforce services if deemed necessary by the WORKFORCE Board of Directors.

H. WORKFORCE shall promote and solicit participation by the business community in the Program in order to maximize services to eligible residents of the area.

I. WORKFORCE shall collect or have collected appropriate labor market information to determine business and industry needs for specific job categories in the COUNTIES.

J. WORKFORCE shall approve, in conjunction with the COUNTIES, all plans as may be required under the Wagner Peyser (employment services) Act.

K. WORKFORCE shall exert every reasonable and necessary effort to resolve disagreements between WORKFORCE and the COUNTIES.

L. WORKFORCE shall comply with all the filing and other requirements mandated by the Florida not-for-profit corporation statutes, and applicable IRS regulations and filings.

M. WORKFORCE shall complete and submit all assurances and certifications as required by the funding sources.

5. Duties and Responsibilities of the COUNTIES:

Each Board of County Commissioners is designated as the Chief Elected Officials under the WIA, and in the capacity as the local grant recipient shall have the following duties and responsibilities:

A. Appoint and reappoint members to the WORKFORCE Board of Directors in a timely manner so as to maintain the minimum number of members required by WORKFORCE's bylaws, CS/HB 7023 enacted by the 2012 Florida Legislature and as provided in the WIA. Each Board of County Commissioners shall have the authority to remove a Board Member for cause which was appointed by that Commission for their specific county to the

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WORKFORCE Board of Directors. Cause may include, but is not limited to, conviction of a crime involving moral turpitude or dishonesty; and/or intentional and flagrant violation of County or WORKFORCE standard of conduct to include ethical violation; and/or any conduct the COUNTIES determine to be detrimental to WORKFORCE and/or the County or to the purposes and objectives of the workforce development system. Removal of the Chair and/or Officer of the WORKFORCE Board of Directors requires approval by all COUNTIES.

The WORKFORCE Board of Directors membership shall number ~~thirty-four~~twenty-three (23). Thereafter, the number of members of the RWDB shall be determined by the WORKFORCE, but must remain compliant with the WIA, ~~and the~~ State of Florida Workforce Innovation Act of 2000 and the Workforce Board Accountability Act of 2012, as amended.

Members shall be appointed for fixed terms and may serve until their successors are appointed. Terms of the WORKFORCE members shall be three (3) years.

A majority of the WORKFORCE shall be representative of the private sector, who shall be owners of businesses, chief executives, or chief operating officers of non-governmental employers, or other private sector executives who have substantial management or policy responsibility. The Chairman of the WORKFORCE shall be a representative of the private sector and shall be selected by the membership of the WORKFORCE.

The private sector representatives on the WORKFORCE shall number ~~nineteen~~twelve (12) and shall be selected in the following manner:

- 1) Nominations for the private sector seats shall be submitted to the respective County Commissions or their designee by local business organizations including local chambers of commerce, downtown merchants associations, area business associations, etc., but must be compliant with the WIA, ~~the~~ and State of Florida Workforce Innovation Act of 2000 and the Workforce Board Accountability Act of 2012.
- 2) Such nominations for the WORKFORCE shall be representative of the business community. In addition, the number of private sector seats appointed by the respective county commissions shall be apportioned as follows:
 - (a) Leon County Commission, ~~eight~~seven (7);
 - (b) Gadsden County Commission, ~~six~~three (3); and
 - (c) Wakulla County Commission, ~~five~~two (2).
- 3) ~~Fourteen~~Eleven (11) of the remaining board membership is specified in the State of Florida Workforce Innovation Act of 2000 and the Workforce Board Accountability Act of 2012.
- 4) The following members are not nominated by the three (3) respective County Commissions or their designee, but are appointed as specified in the State of Florida Workforce Innovation Act of 2000 and the Workforce Board Accountability Act of 2012:

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- (a) The President of the local community college or his/her designee (1);
- (b) The public School Superintendents of Gadsden, Leon, and Wakulla counties (31) or his/her designee;
based on an agreed upon rotation schedule
- (c) ~~Three-Two~~ (32) economic development representatives nominated by the economic development agencies in Gadsden, Leon and Wakulla counties; based on an agreed upon rotation schedule
- (d) One (1) Private Not-for-Profit School representative;
- (e) One (1) Private For-Profit School representative;
- (f) Two (2) organized labor representatives;
- (g) ~~Three-Two~~ (32) community-based organizations serving veterans and persons with disabilities; preference will be given to nominations by the local County Commissions;
- (h) One (1) representative from the one-stop partners as selected by the One-Stop Consortium.

B. Consult from time to time on a continuing basis with WORKFORCE as either party request.

C. Appoint and reappoint members to the CONSORTIUM as defined in Section 3.

D. Provide such Program oversight to ensure the effective and efficient delivery of all services as provided for in accordance with this Agreement, WORKFORCE's approved plans, and as defined in the WIA.

E. Review, make recommendations, and approve, in its reasonable discretion, all plans as may be required under the Wagner Peyser Act.

F. Take prompt corrective action as it determines appropriate in its reasonable discretion when necessary to comply with the Acts, or to assure that performance standards are met.

G. Ensure and provide oversight, through WORKFORCE Board meetings and WORKFORCE staff presentations, as well as approval of WORKFORCE policies, reports and other agreements that WORKFORCE has and maintains adequate administration, controls and management for funds and programs handled by WORKFORCE including, but not limited to, such activities as receipts and disbursement of funds, monitoring, evaluation and contracting.

H. Exert every necessary and reasonable effort to resolve disagreements between WORKFORCE and the COUNTIES.

6. Financial Responsibility for the Program:

Programs funded through WORKFORCE *plus* are equal opportunity programs with auxiliary aids and services available upon request to individuals with disabilities. Persons using TTY/TTD equipment use Florida Relay Service 711.

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As provided in the WIA, the Board of County Commissioners of the COUNTIES, as the Chief Elected Officials, are not relieved of the liability for the misuse of grant funds by the designation of WORKFORCE as sub-grantee and fiscal agent as provided herein, as authorized by the WJA, and WORKFORCE agrees to the following, in order to provide assurances to and protection for the Chief Elected Officials as to sound fiscal management of the Program in compliance with the Acts:

A. Indemnification. Unless determined to be contrary to applicable law, WORKFORCE shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the COUNTIES, WORKFORCE, its agents or employees; or by, or in consequence of any act or omission, neglect or misconduct in the performance of this Agreement; or on account of any act or omission, neglect or misconduct of WORKFORCE, its agents or employees; or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except *only* such injury or damage as shall have been occasioned by the sole negligence of the COUNTIES.

B. Disallowed Cost Liability. In the event WORKFORCE is found responsible for any disallowed costs, through whatever means, WORKFORCE and the COUNTIES will mutually work to resolve all such disallowed costs. In the event that repayment of funds is demanded by the funding source, WORKFORCE will have first responsibility for repayment, through its insurance, bonds, grant or non-grant funds as allowed by the Acts. If WORKFORCE's insurance, bonds, grant or non-grant funds are insufficient for the demanded repayment, then any repayment obligation shall be determined as provided by the Acts.

C. Additional Financial Assurances. During the term hereof, in addition to any other remedies provided by law, the Acts, or in this Agreement, in the event the COUNTIES reasonably determines that additional financial or performance assurances are necessary to protect the interests of the COUNTIES, as the Chief Elected Officials, after written notice to WORKFORCE, the COUNTIES may: (i) require WORKFORCE to withhold payments from its designated one stop operator(s) or service providers; (ii) require that all contracts, and payments thereon, provide for the retainage of a portion of payments due; (iii) make any appearances in any proceedings or conduct any reviews or examinations the COUNTIES reasonably deems necessary; or (iv) post such security, as the COUNTIES reasonably deems necessary, for the performance of any obligations as provided in the Acts or this Agreement.

7. Term and Termination:

A. Term. The term of this Agreement shall commence on the Effective Date or the filing of this Interlocal

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Agreement as provided in paragraph 12 herein, whichever occurs last, and continues through June 30, 2013, unless otherwise terminated as provided herein. Thereafter, this Agreement shall automatically renew for additional one year terms commencing on July 1 and ending in June 30, unless either party provides written notice of its intent not to renew on or before March 1 of any extension period.

B. Termination for Convenience. Either Party may terminate this Agreement, without cause, by giving one hundred fifty (150) days prior written notice of the termination hereof pursuant to this provision.

C. Termination on Default.

1. Each of the following shall constitute an Event of Default:

(a) The failure or refusal by either party to substantially fulfill any of its obligations in accordance with this Agreement, provided, however, that no such default shall constitute an Event of Default unless and until the nondefaulting party has given prior written notice specifying that a default or defaults exist which will, unless corrected, constitute a material breach of this Agreement, and the defaulting party has either corrected such default or has not cured the defaults, as determined by the nondefaulting party to correct the same within thirty (30) days from the date of such notice;

(b) The written admission by WORKFORCE that it is bankrupt, or the filing by a voluntary petition as such under the Federal Bankruptcy Act, or the consent by WORKFORCE to the appointment by a court of a receiver or trustee or the making by Contractor of any arrangement with or for the benefit of its creditors involving an assignment to a trustee, receiver or similar fiduciary regardless of how designated, of all or a substantial portion of Contractor's property or business, or the dissolution or revocation of WORKFORCE'S corporate charter.

2. Upon the occurrence of an Event of Default, the nondefaulting party shall have the right to immediately terminate this Agreement upon written notice to the party in default.

D. Fiscal Nonfunding. In the event that sufficient budgeted funds are not available for a new fiscal period, the COUNTIES shall notify WORKFORCE of such occurrence and the Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the COUNTIES.

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8. Notice:

Except as otherwise provided in this Agreement, any notice required or permitted to be given hereunder shall be delivered personally or sent by mail with postage pre-paid to the following addresses or to such other places as may be designated by the parties hereto from time to time.

For WORKFORCE:
Chief Executive Officer
325 John Knox Road,
Bldg B100
Tallahassee, Florida 32303

For GADSDEN COUNTY:
Chairperson
PO Box 1799
Quincy, Florida 32351

For LEON COUNTY:
Chairperson
301 S. Monroe Street,
5th Floor
Tallahassee, Florida 32301

For WAKULLA COUNTY:
PO Box 1263
Crawfordville, Florida 32326

9. Merger:

It is understood and agreed that the entire Agreement between the parties is contained herein and that this Agreement supersedes any and all oral agreements and/or negotiations between the parties relating to the subject matter thereof. All items referred to in this Agreement are incorporated or attached and deemed to be a part of this Agreement.

10. Modification:

This Agreement may be modified by the mutual consent of the parties thereto, in any lawful manner and consistent with the Acts, Regulations or any rule promulgated thereto.

11. Resolution of Disagreements:

A. To facilitate the timely and effective resolution of any controversy or dispute that may rise under this Agreement, the Chairman of WORKFORCE and the COUNTIES Administrators shall undertake negotiations to resolve the matter. To the extent the controversy or dispute cannot, after good faith effort, be resolved either party may refer the matter to non-binding mediation. The dispute will be mediated by a mediator chosen jointly by WORKFORCE and COUNTIES within thirty (30) days after written notice demanding non-binding mediation by either party. Neither party may unreasonably withhold consent to the selection of a mediator, and WORKFORCE along with the COUNTIES will share the cost of the mediation equally. The parties may also, by mutual agreement, replace mediation with some other form of non-binding alternate dispute resolution ("ADR") procedure.

B. In the event that any claim, dispute or demand cannot be resolved between the parties through negotiation or mediation as provided herein within 60 days after the date of the initial demand for non-binding mediation, then either party may pursue any remedies as provided by law.

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12. Independence of Terms:

In the event any terms or provisions of this Agreement or the application to any of the parties hereto, person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision to the parties hereto, persons or circumstances other than those as to which it held invalid or unenforceable, shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by the Acts.

13. Filing of Agreement:

This Agreement shall be filed with each COUNTIES Clerk of the Circuit Court as required by Sec. 163.01(11) Florida Statutes.

14. Termination of Original Interlocal:

This Agreement supersedes all prior agreements between the parties, and said prior agreements, including the Original Interlocal between the parties are hereby terminated.


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WAKULLA COUNTY BOARD OF COUNTY COMMISSIONERS
INTERLOCAL AGREEMENT

THIS AGREEMENT IS ENTERED INTO ON BEHALF OF:

GADSDEN COUNTY

APPROVED AS TO FORM:



Chairperson, Sherrie Taylor Douglas M. Croley

BY: 
Gadsden County Attorney

February 19, 2013
Date of Commission Action



TEST: Gadsden County Clerk of the Circuit Court


Gadsden County Clerk of the Circuit Court

LEON COUNTY

APPROVED AS TO FORM:

Chairman, John E. Dailey Nick Maddox

Leon County Attorney

ATTEST: Leon County Clerk of the Circuit Court

Date of Commission Action

BY: _____
Leon County Clerk of the Circuit Court

WAKULLA COUNTY

APPROVED AS TO FORM:

Chairman, Alan Brock Randy Merritt

Wakulla County Attorney


ATTEST: Wakulla County Clerk of the Circuit Court

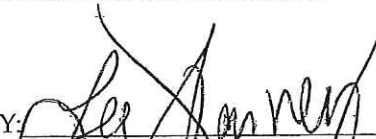
Date of Commission Action

BY: _____
Wakulla County Clerk of the Circuit Court

BIG BEND JOBS & EDUCATION
COUNCIL, INC. d/b/a WORKFORCE *plus*

APPROVED AS TO FORM:


Chairperson, Barbara C. Edwards

BY: 
Secretary, Lee Harvey

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THIS AGREEMENT IS ENTERED INTO ON BEHALF OF:

GADSDEN COUNTY

APPROVED AS TO FORM:

Chairperson, Douglas M. Croley

BY: _____
Gadsden County Attorney

ATTEST: Gadsden County Clerk of the Circuit Court

Date of Commission Action

BY: _____
Gadsden County Clerk of the Circuit Court

LEON COUNTY

APPROVED AS TO FORM:

Chairman, Nick Maddox

Leon County Attorney

ATTEST: Leon County Clerk of the Circuit Court

Date of Commission Action

BY: _____
Leon County Clerk of the Circuit Court

WAKULLA COUNTY

APPROVED AS TO FORM:

Chairman, Kandy Merritt

Wakulla County Attorney

ATTEST: Wakulla County Clerk of the Circuit Court

February 19, 2013

Date of Commission Action

BY: _____
Wakulla County Clerk of the Circuit Court

BIG BEND JOBS & EDUCATION
COUNCIL, INC. d/b/a WORKFORCE *plus*

APPROVED AS TO FORM:

Chairperson, Barbara C. Edwards

BY: _____
Secretary, Lee Harvey

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THIS AGREEMENT IS ENTERED INTO ON BEHALF OF:

GADSDEN COUNTY

Chairperson, Douglas M. Croley

Date of Commission Action

LEON COUNTY


Nicholas Maddox, Vice Chair, for
Chairman, Nicholas Maddox

3/19/13
Date of Commission Action

WAKULLA COUNTY

Chairman, Randy Merritt

Date of Commission Action

**BIG BEND JOBS & EDUCATION
COUNCIL, INC. d/b/a WORKFORCE *plus***

Barbara C. Edwards
Chairperson, Barbara C. Edwards

APPROVED AS TO FORM:

BY: _____
Gadsden County Attorney

ATTEST: Gadsden County Clerk of the Circuit Court

BY: _____
Gadsden County Clerk of the Circuit Court

APPROVED AS TO FORM:

[Signature]
BY: _____
Leon County Attorney

ATTEST: Leon County Clerk of the Circuit Court

BY: _____
Leon County Clerk of the Circuit Court

APPROVED AS TO FORM:

BY: _____
Wakulla County Attorney

ATTEST: Wakulla County Clerk of the Circuit Court

BY: _____
Wakulla County Clerk of the Circuit Court

APPROVED AS TO FORM:

[Signature]
BY: _____
Secretary, Lee Harvey

BYLAWS OF THE BIG BEND JOBS AND EDUCATION COUNCIL, INC.

a not-for-profit FLORIDA corporation.

ARTICLE I

NAME - This corporation shall be known as the BIG BEND JOBS AND EDUCATION COUNCIL, INC., a not-for-profit FLORIDA corporation d/b/a **WORKFORCE plus**.

ARTICLE II

- A. *COUNCIL* - Refers to the Big Bend Jobs and Education Council, Inc. d/b/a **WORKFORCE plus**
- B. *THE BOARD OF DIRECTORS* - Refers to the Board of Directors of the COUNCIL
- C. *REGION* - Refers to the three Florida counties comprising the geographic area served by the partnership Leon, Gadsden, and Wakulla.
- D. *MEMBER* - Refers to an individual member of the BOARD OF DIRECTORS.
- E. *CONSORTIUM* - Refers to the group of assigned individuals appointed by the respective County Commissions covered by the REGION

ARTICLE III

PURPOSE - The purpose of the COUNCIL is to provide for enhanced coordination, cooperation, collaboration, and outcomes, by and between the several entities, both public and private, which are involved at the local level in providing youth and adults with opportunities to develop and continuously upgrade their knowledge and skills in order to advance economically and socially throughout their lifetime, and in providing employers with the skilled workforce necessary to be competitive in local, state, national, and/or international markets.

- A. In order to provide such enhanced coordination, cooperation, collaboration, and outcomes, the COUNCIL may provide for the delivery of such services to the REGION as they may be required in order to assist them in providing market driven services to the Customers in the REGION.
- B. The duties and functions of the COUNCIL include:
 - 1. Developing the region's strategic workforce development plan;
 - 2. Establishing and evaluating performance standards and measures for programs in this region;
 - 3. Contracting with public and private entities as necessary to carry out the programs;

4. Identifying occupations for which there is a demand in the area served and selecting training institutions that may provide training, in accordance with procurement guidelines and procedures;
 5. Selecting a One-Stop Operator, an administrative entity, and a fiscal agent;
 6. Developing an annual budget for review and approval by the CONSORTIUM and submitted to Workforce Florida Inc.;
 7. Soliciting the input and participation of the local business community in the provision of services for the residents of the region;
 8. Providing policy guidance and procedures for programs established by the COUNCIL
 9. Reporting to appropriate state agencies and providing an annual report;
 10. Selecting subrecipients, in accordance with procurement guidelines and procedures;
 11. Prioritizing of certain support services;
 12. Providing oversight and monitoring activities.
- C. Said COUNCIL is organized exclusively for charitable, educational, religious or scientific purposes, within the meaning of Section 501 (c) (3) of the Internal Revenue Code (or corresponding section of any future Federal tax code.)

ARTICLE IV

RESPONSIBILITIES OF COUNCIL - The authorities and responsibilities of the BOARD OF DIRECTORS shall include all duties and functions of the COUNCIL and all authorities and responsibilities delegated to it by applicable Federal, State, and local laws and mandates.

- A. The BOARD OF DIRECTORS shall act as the grant recipient and shall appoint the administrative entity/fiscal agent for the service delivery area defined as the REGION and for the substate area consisting of all three counties in the REGION pursuant to all applicable Federal, State, and local laws, rules, and regulations. The BOARD OF DIRECTORS thereby assumes all fiscal and administrative liability for program operations in said service delivery area.
- B. No part of the net earnings of the COUNCIL shall inure to the benefit of, or be distributable to its members, trustees, directors, officers or other private persons, except that the COUNCIL shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of Section 501 (c) (3) purposes. No substantial part of the activities of the COUNCIL shall be the carrying on of

propaganda, or otherwise attempting to influence legislation, and the COUNCIL shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

Notwithstanding any other provision of these articles, the COUNCIL shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal Income tax under Section 501 (c) (3) of the Internal Revenue Code (or corresponding section of any future federal tax code) or (b) by a corporation, contributions to which are deductible under Section 170 (c) (2) of the Internal Revenue Code (or corresponding section of any future federal tax code.)

- C. Per the 2012 Florida Regional Workforce Board Accountability Act, each member of the BOARD OF DIRECTORS is required to file an annual Financial Disclosure Form.
- D. Upon dissolution of this COUNCIL, assets shall be distributed for one or more exempt purposes within the meaning of Section 501 (c) (3) of the Internal Revenue Code, i.e. charitable, educational, religious or scientific, or corresponding section of any future federal tax code, or shall be distributed to the Federal government, or to a state or local government for a public purpose.

ARTICLE V

SECTION I.

MEMBERSHIP OF THE BOARD OF DIRECTORS - The COUNCIL is constituted in accordance with the requirements of Section 117 of the WIA and the State of Florida Workforce Act of 1996 as amended and the State of Florida Workforce Innovation Act of 2000.

The COUNCIL membership shall number thirty-four (34). Thereafter, the number of members must remain compliant with the WIA and the State of Florida Workforce Act of 1996, as amended, the State of Florida Workforce Innovation Act of 2000 and the 2012 Florida Regional Workforce Boards Accountability Act.

- A. Members shall be appointed for fixed terms and may serve until their successors are appointed. Terms of the COUNCIL members shall be three (3) years. Any vacancy in the membership of the COUNCIL shall be filled in the same manner as the original appointment. Any vacancy in the membership of the COUNCIL shall be filled in the same manner as the original appointment. Any member of the COUNCIL may be removed by the appointing entity or by the Governor for the State of Florida for cause.

- B. A majority of the COUNCIL shall be representative of the private sector, who shall be owners of business concerns, executives, or chief operating officers of non-governmental employers, or other private sector executives who have substantial management or policy responsibility. The Chair of the COUNCIL shall be a representative of the private sector and shall be selected by the membership of the COUNCIL.
- C. The private sector representatives on the COUNCIL shall number twelve (12) and shall be selected in the following manner:
- 1) Nominations for the private sector seats shall be submitted to the respective County Commissions or their designee by local business organizations including local chambers of commerce, downtown merchants associations, area business associations, etc., but must be compliant with the WIA and State of Florida Workforce Act of 1996 as amended and the State of Florida Workforce Innovation Act of 2000.
 - 2) Such nominations for the COUNCIL shall be representative of the business community. In addition, the number of private sector seats appointed by the respective county commissions shall be apportioned as follows:
 - (a) Leon County Commission, seven (7);
 - (b) Gadsden County Commission, three (3); and
 - (c) Wakulla County Commission, two (2).
- D. Eleven (11) of the remaining board membership is specified in the State of Florida Workforce Act of 1996.
- 1). The following members are not nominated by the three (3) respective County Commissions or their designee, but are seated as specified in the State of Florida Workforce Act of 1996:
 - (a) The President of the local community college or its designee (1);
 - (b) The public School Superintendent or its designee of either Gadsden, Leon, or Wakulla counties based upon rotation (1);
 - (c) Two (2) economic development representatives nominated by the economic development agencies in either Gadsden, Leon or Wakulla counties based upon rotation;
 - (d) One (1) Nonprofit Private School representative;
 - (e) One (1) For-profit Private School representative;
 - (e) Two (2) organized labor representatives;
 - (f) Two (2) community-based organizations serving veterans and persons with disabilities; preference will be given to nominations by the local County Commissions.

(g) One (1) representative from the one-stop partners as selected by the One-Stop Consortium.

E. The number of voting members of the COUNCIL shall be twenty-three (23). The voting membership shall consist of twelve (12) Private Sector seats, two (2) Community-based Organization seats, two (2) Organized Labor seats, one (1) Community College seat, one (1) School Superintendent seat, two (2) economic development seats, one (1) Nonprofit Private School seat, one (1) For-profit Private School seat, and one (1) One-Stop Consortium seat.

SECTION 2.

QUALIFICATIONS - Members of the BOARD OF DIRECTORS shall be citizens of the United States of America, residents of the State of Florida, and duly appointed, pursuant to Section 1, above, and shall at all times comply with criteria established by the State of Florida. Each member who is not otherwise required to file a full and public disclosure of financial interests pursuant to s.8, Art. II of the State Constitution or s. 112.3144, shall file a statement of financial interests pursuant to s. 112.3145.

SECTION 3.

RESIGNATION OF PRIVATE SECTOR MEMBERS - Any member may resign upon written notification to the Chair of the BOARD OF DIRECTORS and to their appointing government entity.

SECTION 4.

VACANCIES - Vacancies during term of appointment occurring among the members of the BOARD OF DIRECTORS shall be filled within a reasonable time frame of the vacancy's occurrence.

SECTION 5.

REMOVAL - The Governor may remove a MEMBER for cause. As used in this paragraph, the term "cause" includes, but is not limited to, engaging in fraud or other criminal acts, incapacity, unfitness, neglect of duty, official incompetency and irresponsibility, misfeasance, malfeasance, nonfeasance, or lack of performance.

ARTICLE VI

SECTION 1:

POWER TO EMPLOY CHIEF EXECUTIVE OFFICER - The BOARD OF DIRECTORS shall have the power to employ a Chief Executive Officer who shall be responsible for the operational and administrative functions of the COUNCIL. The Chief Executive Officer shall report to the BOARD OF DIRECTORS and shall be responsible for employment of such other staff as the BOARD OF DIRECTORS may require. The Chief Executive Officer is required to file a statement of financial interests pursuant to s. 112.3145.

SECTION 2:

REMOVAL – The Governor may remove the Chief Executive Officer of the BOARD OF DIRECTORS, for cause. As used in the paragraph, the term “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, or lack of performance.

ARTICLE VII

DUTIES OF THE BOARD - The BOARD OF DIRECTORS shall transact all business of the COUNCIL. It shall determine the policies and in general assume responsibility for the guidance of the affairs of the COUNCIL.

SECTION 1:

The COUNCIL shall not, either directly or indirectly purchase, rent, or lease any realty, goods or services from any business entity of which any member, the member’s spouse or child is an officer, partner, director, or proprietor or in which they have any material interest.

SECTION 2:

There is hereby declared to be an exemption from Section “A” hereof, in accordance with Section 112.313(12) Florida Statutes, 1995, if:

- A. The business with the member is transacted under a rotational system whereby the business transactions are rotated among all qualified suppliers of the goods and services within the Region 5 service delivery area;

- B. The business is awarded under a system of sealed competitive bidding to the bidder that is most responsive to the needs outlined in the request;
- C. The member, the member's spouse or child, has in no way participated in the determination of the bid specifications or the determination of the bidder;
- D. The member, the member's spouse or child, has in no way used or attempted to use their influence to persuade the COUNCIL or any personnel thereof to enter into such a contract other than by the mere submission of the bid; and
- E. If the COUNCIL enters into a contract with an organization or an individual represented on the BOARD OF DIRECTORS, the contract must be approved by a 2/3 vote of the entire COUNCIL, with the benefiting member abstaining from the vote. All conflicts of interest must be disclosed before the vote. Such contracts, as well as documentation demonstrating adherence to this section as specified by Workforce Florida Inc., must be submitted to the Department of Economic Opportunity for review and recommendation according to criteria to be determined by Workforce Florida Inc.

A contract under \$25,000 between the COUNCIL and a member of the BOARD OF DIRECTORS or between a relative, as defined in s. 112.3143(1)(b), of a board member or of an employee of the BOARD OF DIRECTORS is not required to have the prior approval of Workforce Florida Inc., but must be approved by a two-thirds vote of the BOARD OF DIRECTORS, a quorum having been established, and must be reported to the Department of Economic Opportunity and Workforce Florida Inc., within thirty (30) days of approval.

If a contract cannot be approved by Workforce Florida Inc., a review of the decision to disapprove the contract may be requested by the COUNCIL or other parties to the disapproved contract.
- F. If any other exemption created under Section 112.313(12) Florida Statutes or any other applicable Florida or United States statutes applies.

ARTICLE VIII

POWER TO ELECT OFFICERS –

- A. The membership of the BOARD OF DIRECTORS shall elect a Chair, Vice Chair, Secretary and Treasurer by majority vote of a quorum. The Chair and majority of other officers shall be representatives of the private sector, as in Section 1(a)(1) above, and their term of office shall commence July 1 following the election. The membership of the BOARD OF

DIRECTORS shall have the power to appoint such other officers, as it deems necessary for the transaction of the business of the COUNCIL.

- B. The BOARD OF DIRECTORS shall have the power to fill any vacancy in any office occurring for any reason whatsoever, by election, by majority vote of a quorum.
- C. The term of office for the elected officers shall be one year. No officer shall serve more than two (2) terms in any one (1) office.
- D. DUTIES OF CHAIR - The Chair of this COUNCIL shall:
 - 1. Preside at all meetings of the BOARD OF DIRECTORS;
 - 2. Appoint members to serve on the Audit Committee;
 - 3. Be a member ex-officio of all standing committees with the exception of the Executive Committee, for which the Chair serves as Committee Chair; and
 - 4. Perform all other duties usually pertaining to the office of Chair.
- E. DUTIES OF VICE CHAIR - The Vice Chair shall:
 - 1. Preside at all meetings of the BOARD OF DIRECTORS in absence of its Chair;
 - 2. Be a member of the Executive Committee;
 - 3. Perform all such other duties usually pertaining to the office of the Vice Chair.
- F. DUTIES OF THE TREASURER - The Treasurer shall:
 - 1. Be a member of the Executive Committee;
 - 2. Confer with the COUNCIL Chief Financial Officer regarding financial reports;
 - 3. Serve as Chair of the Finance Committee.

The COUNCIL's accounts and records shall be audited annually and a copy thereof furnished to each member to review.

- G. DUTIES OF SECRETARY - The Secretary shall:
 - 1. Be a member of the Executive Committee;
 - 2. Confer with the COUNCIL Executive Assistant regarding meetings and minutes;
 - 3. Perform such other duties as may be delegated by the BOARD OF DIRECTORS.

ARTICLE IX

STANDING COMMITTEES - Certain standing committees shall be appointed to assist the COUNCIL in its conduct of business. The members of each committee will elect a Chair. The standing committees shall include: Better Jobs/Better Wage, Executive, Finance, High Skill/High Wage, Planning and Youth Council committees.

- A. The Executive Committee shall serve as both the Personnel Committee and the Performance Standards and Evaluation Committee. The Executive Committee shall be composed of five regular members. Members shall include the officers as established pursuant to Section 4 along with the immediate past chair. Due diligence should be exercised to ensure there is representation from each of the three counties served in the region. From the time of their election until their installation, the officers elect shall be ex- officio, non-voting members of the Executive Committee.
 - 1. The Executive Committee shall have and exercise the authority of the BOARD OF DIRECTORS between meetings of the BOARD OF DIRECTORS. The Chair of the BOARD OF DIRECTORS serves as Chair of the Executive Committee.
 - 2. The immediate past chair shall serve as a member of the Executive Committee for up to two years following the end of his/her term in office.
- B. The Youth Council is the COUNCIL'S strategy to promote successful entry into the workforce through education and workplace experience that lead to self-sufficiency and career advancements.
 - 1. The Youth Council shall develop and recommend youth employment and training policies and practices, make recommendations on how to broaden the youth employment and training focus in the community and establish linkages with other organizations serving youths.
- C. Better Jobs/Better Wages is the state's strategy for assisting employers in upgrading or updating the skills of their employees and for assisting incumbent workers in improving their performance in their current jobs or acquiring the education or training needed to secure a better job with better wages. The Better Jobs/Better Wages Committee membership is statutorily based. The focus will be on improving the coordination between local industry needs and the human resource needs specific to each industry sector. The Better Jobs/Better Wages Committee shall perform the following duties:
 - 1. Develop programs to promote adult workers in career advancement;
 - 2. Make recommendations on implementing programs and expending funds for services to reduce recidivism and retention;
 - 3. Provide oversight for all programs affecting adults in the REGION.
- D. High Skills/High Wages is the state's strategy for aligning education and training programs with high-paying high-demand occupations that advance individuals' careers, build a more

skilled workforce, and enhance Florida's efforts to attract and expand job-creating businesses. The High Skill/High Wages Committee membership is statutorily based. The focus will be on improving the coordination between local industry needs and the human resource needs specific to each industry sector. The High Skill/High Wage Committee shall perform the following duties:

1. Make recommendations to the state on policies and procedures for high demand occupations for the REGION;
 2. Submit annual reports to the state on the status of high paying/high demand occupations in the REGION;
 3. Develop and submit occupations in demand in the REGION, to be placed on the Targeted Occupation List for the State of Florida;
 4. Solicit information from local private sector employers on training needs in the REGION and based on that information, shall recommend programs that will meet the needs of the REGION.
- E. The Planning Committee is composed of no less than three (3) and no more than five (5) members. The Committee shall have and exercise the authority for developing the criteria for all request for proposals for services that exceed the small purchase threshold. The Committee will also rate all bids or proposals in response to these Request for Proposals. Planning Committee will also be responsible for developing the criteria for applications for training providers and for selecting training providers based upon those criteria. Final approval of all Request for Proposals and applications for training providers shall be the responsibility of the BOARD OF DIRECTORS.
- F. The Finance Committee is composed of no less than three (3) and no more than five (5) members. The Committee shall review and approve the budget for all programs, have oversight responsibility of all financial activities of the COUNCIL, and submit a report at all regularly scheduled board meetings and special reports as requested by the BOARD OF DIRECTORS.

SPECIAL COMMITTEES - Other special committees may be appointed or eliminated as needed.

- A. The Nominating Committee shall be appointed by the Executive Committee. The Nominating Committee shall consist of no less than three (3) and no more than five (5) members. No person shall be nominated unless they have indicated a willingness to serve

prior to nomination. Recommendations for Nominations of officers must be submitted in writing to any member of the Nominating Committee. The Chair of the Nominating Committee shall be the immediate past chair. The Nominating Committee shall present a slate of officers to the BOARD OF DIRECTORS at the Spring Board Meeting.

- B. The Chair shall appoint an Audit Committee which will be composed of board members who currently do not serve on the Finance Committee which shall review proposals related to procuring auditing services, review of the audit report and presentation to the Finance Committee.

ARTICLE X

REMOVAL OF MEMBERS - Any member of the BOARD OF DIRECTORS may be removed automatically after three unexcused or unexplained absences. The effected Board Member may in writing make a request for an appeal for reinstatement to the BOARD OF DIRECTORS.

ARTICLE XI

COMPENSATION - No compensation except travel reimbursement shall be paid to the BOARD OF DIRECTORS for the services performed by them for the COUNCIL in any capacity.

ARTICLE XII

SECTION 1.

REGULAR MEETINGS - Regular meetings shall be held quarterly.

SECTION 2.

SPECIAL MEETINGS - Special meetings of the BOARD OF DIRECTORS may be held at the call of the Chair or by written request of one-third of the BOARD OF DIRECTORS.

SECTION 3.

NOTICE - Reasonable notice in writing of each meeting, whether regular or special, shall be provided to each member of the BOARD OF DIRECTORS of the COUNCIL at his/her usual place of business or residence. The COUNCIL meetings shall be publicly announced in accordance with the Florida Government In the Sunshine Act.

SECTION 4.

ORDER OF BUSINESS - Business shall be conducted in accordance with Roberts Rules of Order as newly revised.

SECTION 5.

QUORUM - A quorum for all regular meetings of the COUNCIL shall exist when at least fifty (50%) percent plus one (1) of the members of the BOARD OF DIRECTORS are present. A

quorum for all legally called special meetings shall exist when at least 33 1/3% of the BOARD OF DIRECTORS are present, but if at any meetings there shall be less than a quorum, a majority of those present may vote to continue the meeting. Following that meeting, minutes and recommended action items will be provided to all board members and a written vote will be accepted. Such items will not be considered approved until fifty (50%) percent plus one votes have been recorded. No Bylaw amendments may take place with less than fifty (50%) percent plus one of the BOARD OF DIRECTORS present.

- A. The definition of a quorum for all committee meetings shall be the same as the definition of a quorum for called special meetings.

SECTION 6.

VOTING - Every member of the BOARD OF DIRECTORS shall have the right to be entitled to one vote, in person or by proxy (for mandated partners), upon every issue properly submitted to vote at a meeting of the COUNCIL, except if there is a conflict of interest. .

Mandatory or statutorily required members of the BOARD OF DIRECTORS may establish in writing a permanent designee who has the authority to vote on their behalf. Any changes to the permanent designee assignment would require formal notification of the proxy designee change.

Section 7.

CONFLICT OF INTEREST -

- A. Any BOARD OF DIRECTOR (or specific entity represented by that member) who significantly participates in the development of contract specifications or standards is prohibited from receiving any direct financial benefit from any resulting contract.
- B. Any BOARD OF DIRECTOR who significantly participates in a board discussion or decision relating to specific terms of a contract, the determination of specific standards for performance or a contract, the development of Invitations for Bid (IFB) or Requests for Proposals (RFP) or other such bid processes leading to a contract, or any similar discussions or decisions is prohibited from receiving any direct financial benefit from any resulting contract. In addition, no corporation, partnership, firm, association, or other entity shall receive the contract if it would create a conflict of interest for the COUNCIL who significantly participated in the manner described above.

- C. The prohibition regarding the conflict of interest shall also apply to contracts entered into or responses to RFPs accepted from immediate family members of any interested party or a corporation or business in which the immediate family member may occupy a management position or own shares of some portion of the company or business of subsidiary or related business.
- D. Any BOARD OF DIRECTOR with a potential or actual conflict of interest must disclose that fact to the COUNCIL as soon as the potential conflict is discovered and, to the extent possible, before the agenda for a meeting involving the matter at issue is prepared. If it should be determined during a meeting that a conflict of interest exists, the member must verbally declare such conflict of interest, such declaration must be clearly noted in the minutes, and such member must recuse him/herself from the remainder of the discussion and the voting.
- E. Each BOARD OF DIRECTOR is responsible for determining whether any potential or actual conflict of interest exists or arise during his/her service on the board. BOARD OF DIRECTORS are also responsible for reporting such potential or actual conflict of interest as soon as it is discovered that such a condition exists.
- F. When a contract or purchase is made by the board involving its own member or an entity with which the board member is associated, the board must establish and document to the reasonable satisfaction of Workforce Florida Inc. that the contract or purchase was adequately bid or negotiated and that the terms of the contract or price of the purchase are fair and reasonable to the COUNCIL.
- G. The COUNCIL shall adopt procedures that serve to minimize the appearance of conflicts of interest.
- H. Any BOARD OF DIRECTOR who are also One-Stop partners should not serve on any committees that deal with oversight of the One-Stop system or allocation of resources that would potentially be allocated to that member's program. This shall not apply to public sector members or representatives who do not realize a pecuniary benefit as a result of their action or vote.

SECTION 8

CODE OF ETHICS –

Any BOARD OF DIRECTOR, including a One-Stop partner, who significantly participates in the development of contract specifications, or the specifications of the contract process, is prohibited from bidding on, or competing for, those contracts or supervising staff who are paid from funding awarded under such contracts.

Workforce Florida Inc. has determined that at the COUNCIL'S discretion, an exemption may be made on contracts with a board member receiving a grant for workforce services under federal, state or other governmental workforce programs.

SECTION 9.

BUSINESS AFFAIRS - The BOARD OF DIRECTORS may solicit, borrow, accept, and receive funds from any public or private source. The COUNCIL may contract with public and private entities as necessary to further the purpose of the BOARD OF DIRECTORS with public and private entities as necessary to further the purpose of the COUNCIL.

SECTION 10.

ANNUAL REPORTS - The Chair and Treasurer shall present their respective reports for the operation of the COUNCIL at each quarterly meeting of the BOARD OF DIRECTORS.

ARTICLE XIII

FISCAL YEAR - The fiscal year of the COUNCIL shall be July 1 to June 30.

ARTICLE XIV

AMENDMENTS TO THE BYLAWS - any member of the BOARD OF DIRECTORS may propose Amendments to the Bylaws. The BOARD OF DIRECTORS, by a two-thirds vote of those present at a meeting having a quorum, may amend, revise, add to, repeat, or rescind the Bylaws and/or adopt the new Bylaws, provided that written notice of alteration, amendment, revision, addition, repeal, or rescision of those Bylaws or adoption of new Bylaws shall have been published and given to the members of the BOARD OF DIRECTORS at least 30 days preceding the date of the meeting of the BOARD OF DIRECTORS at which such action is to be considered .

Stacey Hannigon

From: Litty Harnett <littyharnett@tds.net>
Sent: Monday, January 12, 2015 11:48 AM
To: Laurel Bradley
Subject: 2nd Career Source Board Nomination

Follow Up Flag: Follow up
Flag Status: Flagged

David has ask that I send the name of Chelsea Douglass- HR Manager of Teligent EMS as the second nominee. I have notified Cheryl Cantley of Career source that I submitted the names.