



BOARD OF COUNTY COMMISSIONERS

DATE: July 15, 2014

AGENDA ITEM NO. 16

Consent Agenda ☐

Regular Agenda ☒

Public Hearing ☐

County Administrator's Signature:

Subject:

Approval of an Interlocal Agreement between Pinellas County, Pasco County and Hernando County establishing an Industry Certification Training Centers (ICTC) Governing Board to plan, manage and administer the Tampa Bay Advanced Manufacturing Skills Initiative; and the appointment of two representatives to the ICTC Governing Board.

Department:

Planning and Development Services

Staff Member Responsible:

Mike Meidel, Director
Economic Development

Recommended Action:

I RECOMMEND THAT THE BOARD OF COUNTY COMMISSIONERS (BOARD) APPROVE THE INTERLOCAL AGREEMENT AND AUTHORIZE THE CHAIR TO SIGN AND THE CLERK TO ATTEST.

I FURTHER RECOMMEND THAT THE BOARD APPROVE THE FOLLOWING TWO APPOINTMENTS TO THE ICTC GOVERNING BOARD:

1. SUSAN LATVALA AS THE ELECTED MEMBER OF THE PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS
2. THOMAS OSYPKA, PRESIDENT/CEO OF OSCOR, INC. AS THE MANUFACTURING REPRESENTATIVE FOR PINELLAS COUNTY

Summary Explanation/Background:

At the April 15, 2014 Board meeting, the concept of a regional advanced manufacturing skills initiative was approved by the Board. At its June 24, 2014 meeting, the Board established a commitment to provide an amount not to exceed \$400,000 in funding for the initiative. The commitment to provide funding is contingent upon:

- 1) Matching funding provided by Pasco and Hernando counties
- 2) Legislative appropriation of State funding
- 3) Pasco, Hernando and Pinellas Counties entering into an Interlocal Agreement to create the Governing Board

While the initial request for State funding was for \$1.2 Million, the Legislature has appropriated \$1.15 Million toward the three-County initiative subject to receipt of an executed Interlocal Agreement relating to the initiative. Both Pasco and Hernando Counties have committed to matching funding. The purpose of the Interlocal submitted herein is to establish the Governing Board to plan, manage, and administer the initiative. The Governing Board will be a public agency and public corporation per Section 163.01(4), Florida Statutes.

The Interlocal Agreement requires the Board to appoint two members to the ICTC Governing Board, to include one elected member of the Board and one manufacturing representative. The recommended appointments are Susan Latvala and Thomas Osyпка, President/CEO of Oscan, Inc.

The first ICTC Governing Board meeting will occur on July 21, 2014 at 1:00 pm in the West Pasco Government Center Board Room.

Fiscal Impact/Cost/Revenue Summary:

None

Exhibits/Attachments Attached:

Contract Review

Interlocal Agreement

NON-PURCHASING CONTRACT REVIEW TRANSMITTAL SLIP

PROJECT: Approval of an Interlocal Agreement between Pasco, Hernando and Pinellas Counties establishing a Governing Board to plan, manage and administer the Tampa Bay Advanced Manufacturing Skills Initiative; and appointing two representatives to the Governing Board

CONTRACT NO.: N/A

ESTIMATED EXPENDITURE / REVENUE: \$0
(Circle or underline appropriate choice above.)

In accordance with Contract Administration and its Review Process, the attached documents are submitted for your review and comment. Please complete this Non-Purchasing Contract Review Transmittal Slip below with your assessment, and **forward to the next Review Authority on the list, skipping any authority marked "N/A."** Indicate suggested changes by noting those in "Comments" column, or by revising, in RED, the appropriate section(s) of the document(s) to reflect the exact wording of the desired change(s).

OTHER SPECIFICS RELATING TO THE CONTRACT:

The BCC approved the concept of the Tampa Bay Advanced Manufacturing Skills Initiative at its April 15, 2014 meeting and approved a funding commitment of not to exceed \$400,000 at its June 24, 2014 meeting. Pinellas County's not to exceed \$400,000 commitment is contingent upon: 1) matching funding provided by Pasco and Hernando counties; 2) a legislative appropriation of \$1,200,000; and 3) Pasco, Hernando and Pinellas Counties entering into this Interlocal Agreement to create the ICTC Governing Board. The Interlocal Agreement requires the BCC to appoint two members to the ICTC Governing Board, to include one elected member of the BCC and one manufacturing representative. The two recommended appointments are Susan Latvala and Thomas Osypka, President/CEO of Oscor, Inc.

REVIEW SEQUENCE	DATE	INITIAL/ SIGNATURE	COMMENTS (IF ANY)	COMMENTS REVIEWED & ADDRESSED OR INCORPORATED
Originator: Mike Meidel	6/26/14	MM	NONE	
Finance: Cassandra Williams				
Legal: Michael Zas	6/27/14	MZ		
Assistant County Administrator or Executive Director: Jacob F. Stowers	7/1/14	JF		

Please return to Becky Wills by June 27, 2014.

All inquiries should be made to Cindy Margiotta ext. 47398.

NON-PURCHASING CONTRACT REVIEW TRANSMITTAL SLIP

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Originator: Mike Meidel	6/26/14	<i>MM</i>	NONE	
Finance: Cassandra Williams <i>TRES DEAN</i>	6/30/14	<i>[Signature]</i>	See Pg 5.	OK CWM 6/30/14
Legal: Michael Zas				
Assistant County Administrator or Executive Director: Jacob F. Stowers				

Please return to Becky Wills by June 27, 2014.

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**INTERLOCAL AGREEMENT FOR TAMPA BAY ADVANCED
MANUFACTURING
INDUSTRY CERTIFICATION TRAINING CENTERS**

This INTERLOCAL AGREEMENT (hereinafter the "Agreement") is made and entered into by and between Hernando County, a political subdivision of the State of Florida; Pasco County, a political subdivision of the State of Florida; and Pinellas County, a political subdivision of the State of Florida (hereinafter "Counties").

WHEREAS, the Tampa Bay Regional Planning Council's 2013 Manufacturing Gap Analysis identified an inability for Tampa Bay manufacturers to promptly fill vacancies for machinists, engineers, and other skilled technical positions; and

WHEREAS, the Tampa Bay region is in need of a training program to develop a local technical workforce to meet the demands of existing Tampa Bay manufacturers, and to help attract advanced manufacturing companies to the Tampa Bay area; and

WHEREAS, the German dual education/apprenticeship model blends academic and practical hands-on education training experience, and allows students to transition from the classroom directly into advanced manufacturing and engineering careers; and

WHEREAS, the German dual education/apprenticeship model has been utilized in Germany and other international and United States locations to successfully create a highly skilled workforce, fill manufacturing job vacancies, attract new manufacturers, and strengthen local economies; and

WHEREAS, the parties to this Agreement have recognized the need to strengthen the Tampa Bay economy by training a local workforce that can meet the needs of existing and new Tampa Bay manufacturers; and

WHEREAS, the parties to this Agreement desire to create Advanced Manufacturing Industry Certification Training Centers throughout the Tampa Bay region that utilize the German dual education/apprenticeship model, and desire to create a Governing Board of key stakeholders to plan, manage, and administer the Advanced Manufacturing Industry Certification Training Center program; and

WHEREAS, the Counties have, contingent upon legislative appropriation of State funding, committed to provide matching seed funding in an amount not to exceed \$400,000.00 per county, cash or in kind, payable over two (2) fiscal years to fund the program herein.

NOW, THEREFORE, in consideration of the mutual advantages to be realized by the parties to this Agreement, Hernando County, Pasco County, and Pinellas County agree as follows:

Section 1. The Whereas clauses recited above are incorporated herein.

Section 2. Authority – This Interlocal Agreement is entered into pursuant to the general authority of Section 163.01, Florida Statutes, relating to Interlocal Agreements.

Section 3. Purpose – The purpose of this Agreement is to establish a Governing Board to plan, manage and administer the Advanced Manufacturing Industry Certification Training Center (ICTC) Program (hereinafter the “ICTC Program”).

Section 4. Name of Entity – The entity created pursuant to this Interlocal Agreement shall be called the ICTC Governing Board.

Section 5. Organization and Membership

(a) Voting Members: The voting membership of the ICTC Governing Board shall consist of eleven (11) members. The membership shall consist of the following: (i) one elected member of the Hernando County Board of County Commissioners, to be appointed by the Hernando County Board of County Commissioners, (ii) one elected member of the Pasco County Board of County Commissioners, to be appointed by the Pasco County Board of County Commissioners, (iii) one elected member of the Pinellas County Board of County Commissioners, to be appointed by the Pinellas County Board of County Commissioners, (iv) one education representative to be appointed by the Hernando County Superintendent of Schools, (v) one education representative to be appointed by the Pasco County Superintendent of Schools, (vi) one education representative to be appointed by the Pinellas County Superintendent of Schools, (vii) one manufacturing representative to be appointed by the Hernando County Board of County Commissioners, (viii) one manufacturing representative to be appointed by the Pasco County Board of County Commissioners, (ix) one manufacturing representative to be appointed by the Pinellas County Board of County Commissioners, (x) one representative to be appointed by the President of Pasco-Hernando State College, and (xi) one representative to be appointed by the President of St. Petersburg College. Each appointed Governing Board member may appoint not more than one (1) alternate member who may vote at any ICTC Governing Board meeting that such alternate member attends in place of a regular member. The ICTC Governing Board shall elect a Chair and Vice-Chair at the first meeting, who shall serve for a term of one (1) year. The members of the ICTC Governing Board shall not receive any compensation for service on the ICTC Governing Board, but the ICTC Governing Board may elect to reimburse the members for out-of-pocket expenses that were incurred to carry out the duties of the ICTC Governing Board.

(b) Nonvoting Partner Entities: Museum of Science and Industry (MOSI), Tampa Bay Regional Planning Council, Tampa Bay Partnership, CareerSource Pasco Hernando, CareerSource Pinellas, Pasco Economic Development Council, Hernando County Office of Business Development, Pinellas County Economic Development Department, Bay Area Manufacturers Association, Upper Tampa Bay Chamber of Commerce/Manufacturers Association, Manufacturer’s Association of Florida, National Tooling and Machining Association, Florida High-Tech Corridor, Career Technical Education Foundation, Embassy of the Federal Republic of Germany, Consulate General

of the Federal Republic of Germany, German IHK, and the German American Chambers of Commerce shall be nonvoting partner entities of the ICTC Governing Board. The ICTC Governing Board may add or remove nonvoting partner entities by resolution of ICTC Governing Board, which shall not require an amendment of this Interlocal Agreement. A representative from each of these nonvoting partner entities shall be invited to attend all meetings of the ICTC Governing Board, and such representatives shall have an opportunity to speak at each meeting of the ICTC Governing Board, but shall not be considered members or *ex officio* members of the Governing Board. The ICTC Governing Board may enter into separate agreements to define the roles and responsibilities of these nonvoting partner entities to the ICTC Governing Board.

Section 6. Conduct of Meetings – Meetings of the ICTC Governing Board shall be held at least once every three months with the meeting location rotating among Hernando, Pasco and Pinellas counties. The meetings shall be held at the ICTC for the host county, at the County Commission or District School Board chambers of the host county, or at any other publicly accessible location approved by the ICTC Governing Board. The Chair of the ICTC Governing Board (or Vice-Chair in the Chair's absence) shall conduct the meetings but have no extraordinary membership powers or responsibilities. At the last meeting of the calendar year, meeting dates shall be approved for the following year. Meeting dates shall be posted on the ICTC website. Special meetings may be called by a majority of the members, and the host county for all special meetings will follow the rotational order. Reasonable notice must be provided to all members for special meetings. The ICTC Executive Director (or in the absence of an Executive Director, the Chair of the ICTC Governing Board) shall be responsible for ensuring that the notice and meeting minute requirements of Section 286.011, Florida Statutes have been met, and that meetings are held in a facility accessible to persons with disabilities in compliance with Title II of the Americans with Disabilities Act. Each member shall have one vote, and the attendance of six (6) or more members shall constitute a quorum. A simple majority of the members present shall be required to pass motions. Meetings shall be conducted first pursuant to any applicable statute, then pursuant to any procedural rules adopted by the ICTC Governing Board, then finally pursuant to the most recent edition of Robert's Rules of Order.

Section 7. Staffing and Professional Services – The parties agree that the ICTC Executive Director will be responsible for carrying out the ICTC Program as directed by the ICTC Governing Board, including preparation of the annual budget for the ICTC Program. The provision of professional services to the ICTC Governing Board, including legal review, shall be as agreed by the ICTC Governing Board from time to time, with the exception that no legal counsel shall be required to render advice to the entity or representation to the members thereof absent each individual member's waiver of any conflict and authorization of joint representation, as provided for by Florida Bar Rule 4-1.7.

Section 8. Powers of ICTC Governing Board – The ICTC Governing Board shall be a public agency and separate legal entity from the parties to this Agreement pursuant to Section 163.01, Florida Statutes, and shall have the following powers:

- (1) To sue and be sued in its own name.
- (2) To acquire, by purchase, gift, charitable donation, devise and otherwise, and to dispose of, real or personal property, or any estate therein.
- (3) To lease, as lessor or lessee, to or from any person, firm, corporation, association or body, public or private, facilities or property of any nature for the use of the ICTC Governing Board to carry out any of the purposes authorized by this Agreement.
- (4) To make and execute contracts or other instruments necessary or convenient to the exercise of its powers.
- (5) To contract for the services of engineers, accountants, and other experts, consultants or services, and such other agents and employees as the ICTC Governing Board may require or deem appropriate.
- (6) To accomplish construction directly or by advertising for construction bids and letting contracts for all or any part of the construction of improvements to the ICTCs to the lowest reasonable and responsive bidder or rejecting any and all bids at its discretion; provided however, that the competitive bid requirement may be waived if (a) the ICTC Governing Board determines that emergency circumstances are present or (b) after consideration of all available alternative materials and systems, the ICTC Governing Board determines that the specification of a sole material or system is justifiable based upon its design, costs, interchangeability or any other relevant factor.
- (7) To apply for and accept grants, loans, and subsidies from any governmental entity, including the parties to this Agreement, for the construction, operation and maintenance of the ICTCs, and to comply with all requirements and conditions imposed in connection therewith.
- (8) To appoint advisory, administrative or operation boards or committees to assist the ICTC Governing Board in the exercise and performance of the powers and duties provided for under this Agreement.
- (9) To apply for, obtain and comply with environmental permits.
- (10) To charge reasonable application fees, user fees and/or tuition for use of the ICTCs.
- (11) To promulgate and enforce rules relating to the ICTCs.

(12) To employ, engage, compensate, transfer or discharge the Executive Director, and to approve any personnel policies of the Executive Director or ICTC Program.

(13) To hire legal counsel to be the Chief Legal Officer for the Governing Board and to provide legal support as determined necessary.

(14) To incur debts, liabilities, or obligations, which do not constitute debts, liabilities or obligations of any of the parties to this Agreement.

(15) To approve all annual budgets, business plans and operational plans of the ICTC Program, and any amendments to such budgets and plans.

(16) Except for powers or acts prohibited by Section 9., to do all acts and things necessary or convenient for the conduct of its business in order to carry out the powers and duties provided in this Agreement.

Section 9. Prohibited Powers--

The ICTC Governing Board shall not have authority to (a) impose ad valorem taxes or other taxes, (b) impose non-ad valorem assessments or governmental liens on real property, (c) exercise the powers of eminent domain, or (d) pledge or bond any tax or revenue source of any party to this Agreement, except for funds voluntarily provided by the parties to this Agreement.

Section 10. Risk of Loss—The ICTC Governing Board shall be a public agency and public corporation primarily acting as an instrumentality of the parties to this Agreement, and pursuant to Sections 163.01(4) and 768.28, Florida Statutes, shall be entitled to the same sovereign immunity privileges and limitations enjoyed by the parties to this Agreement, subject to any statutory sovereign immunity waivers or limitations. Pursuant to Section 768.28(16)(a), Florida Statutes, the ICTC Governing Board is authorized to be self-insured, to enter into risk management programs, or to purchase liability insurance for whatever coverage it may choose, or to have any combination thereof, in anticipation of any claim, judgment, or claims bill which it may be liable to pay. The ICTC Governing Board may also participate in any local government liability pool, as defined in Section 163.01(3)(h), Florida Statutes. As a separate legal entity from the parties to this Agreement, with its own authority to sue and be sued, the ICTC Governing Board shall be solely responsible for any claims, liabilities or judgments that may be incurred through performance of this Agreement. The liability of the parties to this Agreement shall be limited to any funds voluntarily provided by the parties to this Agreement, and the parties to this Agreement agree that under no circumstances shall any party seek to recover against any other party for any loss, claim, liability or judgment associated with this Agreement, or associated with the work of the ICTC Governing Board.

Section 11. ICTC Advisory Councils—The ICTC Governing Board shall appoint an Advisory Council for the ICTC in each county, which shall provide advise and

recommendations to the ICTC Governing Board and ICTC Executive Director regarding the planning, operation, and budget of the ICTC in each county. If additional ICTCs are created by the ICTC Governing Board, the ICTC Governing Board may create and appoint additional ICTC Advisory Councils to serve the newly created ICTCs. Each Advisory Council shall consist of a minimum of five (5) members, who shall meet as directed by the ICTC Governing Board. Each appointed Advisory Council member may appoint not more than one (1) alternate member who may vote at any ICTC Advisory Council meeting that such alternate member attends in place of a regular member. The Advisory Council members and alternate members shall either be (a) a representative of a manufacturer participating in the ICTC Program, or (b) a representative of one of the non-voting partner entities in Section 5.(b), or (c) a Governing Board member, or representative of a Governing Board member. The ICTC Executive Director shall be responsible for ensuring that the notice and meeting minute requirements of Section 286.011, Florida Statutes have been met for all Advisory Council meetings, and that the Advisory Council meetings are held in a facility accessible to persons with disabilities in compliance with Title II of the Americans with Disabilities Act. Each Advisory Council member shall have one vote, and the attendance of three (3) or more members shall constitute a quorum. A simple majority of the members present shall be required to pass motions. Meetings of the Advisory Council shall be conducted first pursuant to any applicable statute, then pursuant to any procedural rules adopted by the ICTC Governing Board, then finally pursuant to the most recent edition of Robert's Rules of Order.

The members of the ICTC Advisory Councils shall not receive any compensation for service on the ICTC Advisory Council, but the ICTC Governing Board may elect to reimburse the ICTC Advisory Council members for out-of-pocket expenses that were incurred to carry out the duties of the ICTC Advisory Council.

Section 12. Audits and Management Study-- The ICTC Governing Board shall conduct an independent performance audit and management study immediately following the end of the first full fiscal year of operation of the ICTC Program, and at two-year intervals thereafter, to review the ICTC Program results and make recommendations regarding its governance structure and the proper, efficient, and economical operation and maintenance of the ICTCs. In addition, the ICTC Governing Board shall annually conduct an independent financial audit of all receipts and disbursements for the ICTC Program. The results of performance audits, management studies, and financial audits shall be provided to each party to this Agreement, and to any other funding agency or partner that requests receipt of such audits or studies.

Section 13. Conflict Resolution – All conflicts relating to this Agreement shall be resolved in accordance with the conflict resolution procedures in Chapter 164, Florida Statutes.

Section 14. Duration of Agreement – This Agreement shall have a term of three years from the effective date and shall automatically renew at the end of said three years for another three-year term and every three years thereafter, unless terminated as set forth

herein. At the end of the three-year term and at least every three years thereafter, the parties hereto shall examine the terms hereof and agree to amend provisions or reaffirm the same. However, the failure to amend or to reaffirm the terms of this Agreement shall not invalidate or otherwise terminate this Agreement. If this Agreement is terminated, the ICTC Governing Board shall sell the ICTCs, or all the assets of the ICTCs, to pay for any outstanding liabilities of the ICTC Program. If any funds or assets remain after the outstanding liabilities of the ICTC Program have been satisfied, such funds or assets shall be divided and distributed equally among the remaining parties to this Agreement. The ICTC Governing Board members shall remain on the ICTC Governing Board until the ICTC Governing Board disposes of all assets and liabilities of the ICTC Program.

Section 15. Modification – This Agreement may only be modified through a written amendment to the Agreement approved by each of the parties to the Agreement. Amendments or modifications to the Agreement shall not become effective until executed and recorded in the public records of the counties of each participating county.

Section 16. Termination – Any party may terminate its participation in this Agreement upon providing one (1) year prior written notice (hereinafter the “Terminating County”). Notice of intent to terminate shall be given to the other parties. Said notice shall be transmitted to the official office of the member counties by certified mail, return receipt requested. The one-year termination period shall commence upon giving of the notice. During the one-year termination period, the ICTC Governing Board shall terminate the operation of the ICTC and ICTC Advisory Council located in the Terminating County (hereinafter the “Terminated ICTC”), and shall take possession of any assets belonging to the Governing Board and not owned by the Terminating County. The ICTC Governing Board members appointed by the Terminating County shall remain on the ICTC Governing Board until the end of the one-year termination period, or until the ICTC Governing Board determines that all assets and liabilities of the Terminated ICTC have been disposed of, whichever occurs first. In no event shall the Terminating County be entitled to any refund of grant funds contributed to the ICTC Program, but the ICTC Governing Board shall continue to be bound by any loan obligations to the Terminating County.

Section 17. Filing and Recording –As required by Section 163.01(11), Florida Statutes, this Interlocal Agreement shall be filed with the Clerks of the Circuit Courts of Hernando, Pasco, and Pinellas Counties, Florida.

This Interlocal Agreement does not become effective until recorded in each county and shall continue to be effective thereafter in accordance with Section 14 of this Agreement.

INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties herein have executed this Agreement by their duly authorized officials as of the day and year written.

Attest: Don Barbee, Jr.
Clerk and Comptroller

Hernando County, Florida

By: _____
Clerk

By: _____
Wayne Dukes, Chairman
Board of County Commissioners

Date: _____

Approved as to Form and Legal Sufficiency

By: _____
Hernando County Attorney

IN WITNESS WHEREOF, the Parties herein have executed this Agreement by their duly authorized officials as of the day and year written.

Attest:

Board of County Commissioners
Of Pasco County, Florida

Paula S. O'Neil, Ph.D.
Clerk and Comptroller

Jack Mariano, Chairman

Date: _____

IN WITNESS WHEREOF, the Parties herein have executed this Agreement by their duly authorized officials as of the day and year written.

Pinellas County, Florida, by and through
Its Board of County Commissioners

By: _____
Chairman

Date: _____

Approved as to form:

Attest: Ken Burke, Clerk of Circuit Court

By: M. Zas
Pinellas County Attorney

By: _____
Deputy Clerk