

**INTERLOCAL AGREEMENT AMENDING THE
CITRUS, LEVY, MARION WORKFORCE
CONSORTIUM AS CALLED FOR BY THE
WORKFORCE INNOVATION AND OPPORTUNITY
ACT, Public Law No. 113-128**

THIS INTERLOCAL AGREEMENT, made and entered into as provided in paragraph 12, pursuant to the authority of Section 163.01, Florida Statutes, by and between the counties of Citrus, Levy and Marion, of the State of Florida, each of which has adopted a resolution approving this Agreement.

WITNESSETH:

WHEREAS, Public Law 113-128, enacted by the Congress of the United States effective July 22, 2014, which act is known as the "Workforce Innovation and Opportunity Act" (hereinafter "WIOA") establishes a program to prepare youth and unskilled adults for entry into the labor force and to afford job training to those economically disadvantaged individuals and other individuals facing serious barriers to employment, who are in special need of such training to obtain productive employment; and

WHEREAS, the WIOA replaces the Workforce Investment Act of 1998 under which Federal job training monies were administered, and the adoption of the WIOA necessitates the amendment of the Interlocal Agreement Creating the Citrus, Levy, Marion Workforce Consortium; and

WHEREAS, the WIOA creates a partnership among state and local governments, and the private sector, with primary emphasis upon the coordination of workforce development programs; and

WHEREAS, the WIA requires the Governor to designate Workforce Development Areas (WDA) to promote the effective delivery of workforce development programs and further provides that a consortium of units of general local government may constitute such a WDA; and

WHEREAS, Citrus, Levy and Marion Counties desire to form a WDA under the WIOA for workforce development; and

WHEREAS, the Board of County Commissioners of each of the parties to this Agreement desires that its county be included in an area workforce development plan to avail its citizens of the benefits of the WIOA; and

WHEREAS, the Governor has the authority to "grandfather" the parties to this Agreement as a WDA for the purposes of the WIOA; and

WHEREAS, the WIOA requires the establishment of a Workforce Investment Board (WIB) to provide policy guidance for, and exercise oversight with respect to, activities under the Workforce program for its WDA in partnership with the units of general local government within its WDA; and

WHEREAS, it is the responsibility of the Board of County Commissioners of each County in the WDA to appoint members to the WIB in accordance with the WIOA and an agreement entered into by the Board of County

Commissioners of each County; and

WHEREAS, it is the responsibility of the WIB, in accordance with an agreement with the Board of County Commissioners of each County in the WDA, to develop a workforce development plan; and

WHEREAS, the workforce development plan must be approved jointly by the WIB and the Board of County Commissioners of each County in the WDA and thereafter be submitted to the Governor; and

WHEREAS, within the Workforce Development Area comprised of Citrus, Levy and Marion Counties, there currently exists an efficient and effective delivery system of federally and state- funded employment and training programs which are customer-centered; and

WHEREAS, Citrus, Levy and Marion Counties now desire to enter into an Interlocal Agreement to provide for the creation of a local WIB and to provide workforce development services within the WDA; and

WHEREAS, the U.S. Department of Labor, has encouraged the development of a workforce development system governed by local WIBs; and

WHEREAS, the purpose of these local boards is to develop local workforce development policies and strategies; to oversee the management and administration of those policies and strategies; and to develop an approach which consolidates the delivery of those workforce development strategies into a comprehensive, customer centered system at the

local level in concert with the chief elected officials of the local governments of the WDA; and

WHEREAS, the programs envisioned under the control of the local workforce development boards include, but are not limited to, those currently funded through the WIOA, the Florida Welfare Transition Program, the Wagner-Peyser Act, Perkins vocational training, school-to-work transition programs, vocational rehabilitation, Job Opportunity Basic Skills Program, (JOBS), Welfare to Work (WTW), Supplemental Nutritional Assistance Program (SNAP), Re-Employment Services and other workforce development programs;

NOW, THEREFORE, the parties hereto agree as follows:

1. Establishment of the Citrus, Levy, Marion Workforce Development Consortium (CLMWDC).

There is hereby established a multi-jurisdictional arrangement, the "Citrus, Levy, Marion Workforce Development Consortium" (CLMWDC) among all the parties hereto for the express purpose of collectively carrying out the individual responsibilities of each party to this Agreement under the WIA. The CLMWDC shall consist of three (3) members. The Boards of County Commissioners of each county shall each designate a member of the County Commission to serve as the County's representative on the CLMWDC.

2. Identification of Parties to this Agreement

Each of the parties to this Agreement is a county of the State of Florida,

and as such is a general purpose political subdivision which has the power to levy taxes and spend funds, as well as general corporate and police powers. The governing body of each of the parties to this Agreement is its Board of County Commissioners and each party to this Agreement is identified as follows:

NAME/ADDRESS

Board of County Commissioners
Citrus County, Florida
110 N. Apopka Ave.
Inverness, FL 34450

Board of County Commissioners
Levy County, Florida
P. O. Box 310
Bronson, FL 32621

Board of County Commissioners
Marion County, Florida
601 SE 25th Avenue
Ocala, FL 34471

3. Geographical Area to be Served by this Agreement

The geographical areas which will be served by this Agreement are the entire geographical areas of each of the three (3) member counties, which geographical areas are legally described in Chapter 7, Florida Statutes, which legal descriptions are incorporated herein by this reference.

4. Size of Population to be Served

The population of the three-county area to be served by this Agreement is 518,726, based upon the population projections prepared by the Florida Department of Economic Opportunity, Labor Market Information Center, January 2015.

5. Agreement Not Prohibited By Law

This Agreement is not prevented by State or local law from taking effect in the entire geographical area which the parties intend to serve.

6. Powers of the CLMWDC.

The parties hereto empower the Citrus Levy Marion Workforce Development Consortium (CLMWDC) to exercise the following designated decision-making powers, delegated to the Board of County Commissioners of each county pursuant to the WIOA, over all plans, programs, and agreements and to enter into agreements and contracts to provide those services currently provided or contemplated to be provided under Florida's Welfare Transition Program, the Wagner-Peyser Act, Perkins vocational training, school-to-work transition programs, Vocational rehabilitation, JOBS, WTW, Supplemental Nutritional Assistance Program (SNAP), Re-Employment Services and other workforce development programs. More specifically, the CLMWDC is hereby authorized and empowered:

(1) to establish the WIB as the Citrus, Levy, Marion Regional Workforce Development Board (CLMRWDB) and, where such authority is

delegated by an individual Board of County Commissioners to its CLMWDC member, to appoint local members to the CLMRWDB, all in accordance with Section 107 of the WIOA and F.S. 445. CLMRWDB board members shall serve the functions described in Section 107 of the WIOA. In the absence of such delegation, the authority to appoint local CLMRWDB Board members shall reside in the individual Boards of County Commissioners for the county from which the individual CLMRWDB Board member is to be appointed. The authority to appoint at-large members to the CLMRWDB shall reside in the CLMWDC; and

(2) to enter into an agreement(s) with the CLMRWDB to determine the selection of a grant recipient and an entity to administer the job training plan, the one stop operator and to determine the procedures for development of the job training plan as described in Section 108 of WIOA; and

(3) to review and approve all workforce development plans prepared under Section 108 of the WIOA and jointly submit, along with the CLMRWDB, said plans to the Governor; and

(4) to perform any other appropriate duties necessary for the accomplishment of and consistent with the purposes of this Agreement and the WIOA; and

(5) to further empower the CLMRWDB to enter into agreements with the State of Florida Department of Economic Opportunity(DEO) or any other selected entity to administer Florida's Welfare Transition Program, Wagner-Peyser Act Funds, Perkins vocational training, school-to-work transition programs, vocational

rehabilitation, JOBS, WTW, Supplemental Nutritional Assistance Program (SNAP), Re-Employment Services and other workforce development programs; and to manage and control all those local functions traditionally managed and controlled by the DEO and,

(6) to further empower CLMRWDB to enter into agreements to provide marketing services for the above referenced functions; and,

(7) to establish rules for the conduct of business.

7. Quorum and Voting

At all meetings of the CLMWDC, the presence in person of a majority of the whole CLMWDC shall be necessary and sufficient to constitute a quorum for the transaction of business. At all meetings of the CLMWDC at which a quorum is present, all matters shall be decided by a majority vote of the members of the CLMWDC present.

8. Workforce Area Designation

Pursuant to the designation by the Governor, the three (3) counties constituting the CLMWDC shall be the WDA as provided for in Section 106 of the WIOA for the geographical area covered by this Agreement.

9. No Local Funds Required of Counties

No funds will be provided from the treasuries of any of the parties to this Agreement for implementation of the WIOA program, it being the intent hereof that all funding of the WIOA program and the other programs contemplated to be managed pursuant to this Agreement shall be accomplished entirely by grants

pursuant to the WIOA and any other available State or Federal grants. However, in accordance with Section 117(d)(3)B of the WIA, each county recognizes that appointing a WIB does not release the local elected officials or the Governor of the State of Florida for liability for misuse of grant funds obtained under the WIOA.

10. Legal Requirements

a. All parties agree to comply with all Federal, State and Local anti-discrimination laws in the administration of this Agreement.

b. All Workforce Development Plans shall be approved by the CLMRWDB and all individual members of the CLMWDC.

11. Duration of Agreement

This Agreement shall commence on the Effective date described in Paragraph 12 and shall run through the thirtieth (30th) day of June 2020. Thereafter, this Agreement may be renewed by a further writing between the parties.

12. Applicability and Effective Date

This Agreement replaces the previous Interlocal Agreement Creating the Citrus, Levy, Marion Workforce Consortium and shall be effective July 1, 2015 upon the execution hereof by the final signatory adopting this Agreement and upon filing the same with the Clerk of the Circuit Court in each County prior to July 1, 2015.

13. Dispute Resolution Process

If, during the course of this Agreement, there is a dispute between the parties, the following procedures will apply:

(1) The party which has the dispute shall notify the other parties of the nature of the dispute, in writing, with a copy to the Governor of the State of Florida;

(2) All disputes and controversies of every kind and nature between the parties arising out of or in connection with this meaning, performance, nonperformance, enforcement, operation, breach, continuance, or termination shall be submitted to non-binding mediation. If the parties cannot agree upon a mutually satisfactory mediator within sixty (60) days of receiving a request for appointment of a mediator from any party to this agreement, then the Chief Judge of the Fifth Judicial Circuit shall be requested to select a mediator to mediate the dispute. The cost of the mediator shall be shared equally by the parties.

(3) If, after hearing the dispute, accord is not reached on the resolution of the dispute, the party that raised the dispute may, by giving one hundred eighty (180) days written notice, before the end of the program year (before June 30th) withdraw from the CLMWDC, effective July 1st of the following program year, or at such later time as designated by the Governor of the State of Florida.

IN WITNESS WHEREOF, the parties hereto have executed this Interlocal Agreement on the dates set forth below, and hereby agree to be bound by the terms and provisions set forth herein.

SIGNATURE PAGE

COUNTY OF CITRUS

BY: _____

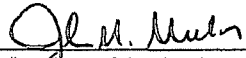
DATE: 6/9/2015

ATTEST: Tefani L. White DC



SIGNATURE PAGE

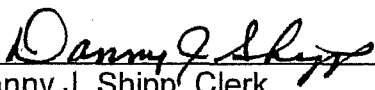
COUNTY OF LEVY



John Meeks, Chair, Board of
County Commissioners


DATE: 6.23-15

ATTEST: Clerk of the Circuit Court
And Ex Officio Clerk to the Board
Of County Commissioners



Danny J. Shipp, Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY



Anne Bast Brown, County Attorney

SIGNATURE PAGE

COUNTY OF MARION

BY: Stan McClain

Stan McClain, Chairman

DATE: 6/2/15

ATTEST: David R. Ellspermann

David R. Ellspermann, Clerk

Approved as to Form
and Legal Sufficiency

Matthew S. Minter

County Attorney