

**INTERLOCAL AGREEMENT CONTINUING  
THE NORTH FLORIDA WORKFORCE CONSORTIUM**

**THIS INTERLOCAL AGREEMENT**, made and entered into pursuant to the authority of Section 163.01, Florida Statutes, by and between the SIX (6) Counties passing resolutions to that effect, the Counties of Jefferson, Madison, Hamilton, Suwannee, Lafayette and Taylor, of the State of Florida,

**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 North Florida Workforce Consortium; and

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

**WHEREAS**, the counties of Hamilton, Jefferson, Lafayette, Madison, Suwannee, and Taylor Counties desire to form a Local Workforce Development Area (LWDA)

for WIOA and other workforce development activities, and has been designated by the Governor of the State of Florida as such; and

**WHEREAS**, the Boards 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 Boards of County Commissioners of each of the parties finds value in forming an undivided network amongst these and other rural counties within the state and strongly advocates for longstanding cohesiveness of rural communities; and

**WHEREAS**, WIOA required an agreement be entered into between the jurisdictions which comprise the LWDA; and

**WHEREAS**, the parties to this Agreement desire its jurisdiction be included in regional workforce development initiatives to avail its citizens of the benefits of any programs, grants, or funding sources as may be available to support workforce activities; and

**WHEREAS**, the parties to this Agreement formed a Consortium to carry out their separate and independent functions described herein in a coordinated and cooperative fashion;

**NOW, THEREFORE**, in consideration of the premises and mutual covenants and obligations herein contained and for other good and valuable consideration, the parties agree and understand as follows:

**1. Continuation of the North Florida Workforce Consortium**

A multi-jurisdictional arrangement, the "North Florida Workforce Consortium" or

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“Consortium” shall continue for the express purpose of carrying out the individuals responsibilities of each party to this Agreement under the among all the parties hereto for the express purpose of collectively carrying out the individual responsibilities of each party to this Agreement under the Workforce Innovation and Opportunity Act (2014) and other applicable statutes.

The Consortium shall consist of six (6) members. The Boards of County Commissioners of each county shall each designate a member of their County Commission to serve as the County's representative on the Consortium.

**2. 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 expend funds, as well as general corporate and police powers. These parties are more particularly identified as follows:

Hamilton County Board of County Commissioners	Jasper, Florida
Jefferson County Board of County Commissioners	Monticello, Florida
Lafayette County Board of County Commissioners	Mayo, Florida
Madison County Board of County Commissioners	Madison, Florida
Suwannee County Board of County Commissioners	Live Oak, Florida
Taylor County Board of County Commissioners	Perry, Florida

**3. Consideration**

To establish the background, context, and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties hereto, the following are the predicates underlying the undertakings and commitments included within the provisions which follow and shall be constructed as the essential elements of the mutual considerations upon which this Agreement is based.

#### **4. 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 six (6) member counties, which geographical areas are legally described in Chapter 7, Florida Statutes.

Pursuant to the Governor's designation, the six members constituting the North Florida Workforce Consortium and North Florida Workforce Development Board, Inc. shall be the LWDB areas provided for in Section 107 (c)(1)(B)(i)(I)(II)(ii), Florida Statutes, Workforce Innovation Act (2000) and Florida's workforce development initiatives as designated by the Governor for the geographical area covered by this Agreement.

#### **5. Size of Population to be Served**

The population of the six-county area to be served by this Agreement is 121,614, based upon the population projections according to the American Community Survey (ACS), 2018.

#### **6. Federal and State Requirements**

The Consortium intends to incorporate into this Agreement the duties and obligations governing programs under WIOA, Florida Workforce Innovation Act of 2000, Personal Responsibility and Work Opportunity Reconciliation Act of 1996, and any other applicable state and federal rules and regulations.

#### **7. Joint Understanding**

The following terms and conditions reflect the joint understanding between the parties:

**8. Membership**

- a. The Consortium consists of the six (6) member governments represented by elected officials designated to serve by their respective Commission. The elected official may designate an alternate to serve in the elected official's absence. The alternate shall also be an elected official to the Commission.
- b. The officers of the Consortium shall include a chair. This officer shall be elected from among and by the membership of the Consortium for a term of one calendar year and shall hold office until a successor is duly elected. The Chair shall also serve as the Chief Local Elected Official (CLEO) for the LWDA.

**9. Duties and Responsibilities of the Consortium**

- a. To establish the North Florida Workforce Development Board, Inc. (NFWDB) where such authority is delegated by an individual Board of County Commissioners to its Consortium member.
- b. To appoint the members of the North Florida Workforce Development Board, Inc. (NFWDB), in accordance with the WIOA and other prescriptive legislation. NFWDB shall consist of members as provided for under WIOA:
  - i. The Consortium will make private-sector appointments, assuring a 51% private-sector majority.
  - ii. No single local government elected official may represent a local government on both the Consortium and NFWDB, however any elected official may sit on NFWDB in another professional capacity.
- c. To select a grant recipient, and administrative entity to administer WIOA and other applicable statutes/programs/funds.

- d. To enter into agreements with each other regarding the LWDA.
- e. Together with NFWDB, review and approve the Local Workforce Plan, modifications thereto, and submit to the Governor.
- f. To disburse funds upon local Board direction where one of the parties to the agreement is the grant recipient or to make provision for and approve the manner in which funds will be disbursed including NFWDB, Inc. role in approving expenditures
- g. To approve Memorandum of Understanding (MOU) and Infrastructure Funding Agreements (IFA) between NFWDB and One-Stop partners.
- h. To approve the NFWDB budget for carrying out its duties.
- i. To provide oversight and guidance in conjunction with the NFWDB.
- j. To accept responsibility for compliance and accountability for State and Federal funds.
- k. To empower NFWDB to enter into agreements with the State of Florida Department of Economic Opportunity or other entity in order to administer and manage relevant programs.
- l. To establish rules for the conduct of business.
- m. To perform any other appropriate duties necessary for the accomplishment, and consistent with the purposes, of this Agreement, the WIOA and Florida's workforce development initiative.

#### **10. Meetings**

- a. The Chair shall preside over Consortium meetings and shall perform all duties incident to that office. In the absence of the Chair, a chair pro tempore shall be appointed and preside over the meetings and shall assume and exercise the duties of the chair.
- b. Meetings shall be held at the discretion of the Chair.
- c. Meetings shall be noticed and declared public meetings, open to the

public, in accordance with the Sunshine Law, Section 286.011, Florida Statutes.

- d. A quorum at any Consortium meeting shall consist of any three (3) members or their designated alternates. A quorum is required to transact Consortium business.
- e. At all meetings of the Consortium at which a quorum is present, all matters shall be decided by the majority vote of said members.

#### **11. Financial Support**

- a. The Consortium shall support its programs and any costs incidental to the operation of its programs by grant funds appropriated to it by the United States Department Of Labor under the WIOA or other Workforce Development, Welfare Legislation, or related grants and or by the State through the LWDB or through any other Federal, State or Local source. Additionally, the Consortium is authorized to accept any other grants in aid or assistance funds, from the United States Government or to accept appropriations from any of its members, or any other organization or person, including the acceptance of gifts, grants, or bequests whether it be in the form of tangible or intangible property.
- b. No funds will be required from the treasuries of any of the parties to this Agreement for implementation of workforce development initiatives, including programs funded by WIOA, it being the intent hereof that all funding of the workforce development initiatives and the Consortium shall be accomplished by grants and funds available pursuant to workforce development initiative programs, including the WIOA and any other State and Federal grants or other funding which will further the purpose of the program. The above language does not preclude local governments from expending funds under their jurisdiction on workforce development programs. However, in accordance with Section 107(d)(12)(B)(i)(II) of

WIOA, each county recognizes that appointing a local Board does not release the local elected officials or the Governor of the State of Florida of the liability for misuse of the grant funds obtained under WIOA.

#### **12. Signatory**

The chair shall act as signatory for the Consortium except as provided above. In the absence of the chair, any of the other members may sign for the Consortium in the chair's stead.

#### **13. Prior Agreements**

It is understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

#### **14. Amendment**

It is agreed that no modification, amendment, or alteration of the terms or conditions contained in this Agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

#### **15. Construction**

This Agreement is intended to be legally binding and shall be construed in accordance with and governed by the laws of the State of Florida.

#### **16. Invalid Provision/Severability**

In the event that any provision of this Agreement or the application of any such provision to any party or circumstances be held invalid or unenforceable or the application of such Interlocal Agreement

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provision to parties or circumstances be unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

#### **17. Waiver of Rights**

Any waiver at any time by any party hereto of its rights with respect to any matter arising in connection with this Agreement shall not be considered a waiver with respect to any subsequent default or matter.

#### **18. Agreement Not Prohibited by Law**

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

#### **19. Workforce Area Designation**

Pursuant to the designation by the Governor, the six (6) counties constituting the Consortium shall be the WDA as provided for in Section 106 of the WIOA for the geographical area covered by this Agreement.

#### **20. Legal Requirements**

- a. All Federal, State and Local laws shall be complied with by all parties to this Agreement.
- b. All Regional Workforce Development Plans shall be approved by the NFWDB and the Consortium.

#### **21. Duration of Agreement**

This Agreement shall have the duration equal to the period that the Workforce Development Area designation remains in effect for the geographical area identified herein. Any parties to the Agreement may withdraw from this Agreement by passing a resolution to such effect and providing thirty (30) days' notice to the other parties to this Agreement. However, the validity, force, and effect of this Agreement shall not be

affected by the withdrawal of one (1) or more parties to this Agreement.

## **22. Applicability and Effective Date**

This Agreement replaces the previous Interlocal Agreement Creating the North Florida Workforce Consortium and shall be effective July 1, 2020 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, 2020.

## **23. Dispute Resolution Process**

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

- a. 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;
- b. All disputes and controversies of every kind and nature between the parties named above 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 Third 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;
- c. 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 Consortium, effective July 1st of the following program year, or at such later time as designated by the

Governor of the State of Florida.

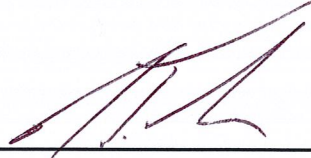
**IN WITNESS WHEREOF**, the parties hereto have executed this interlocal Agreement on the dates set forth below, and hereby agree to be bound by the terms and provisions set forth herein.

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**SIGNATURE PAGE**

**Jefferson County, Florida**

**BY:**

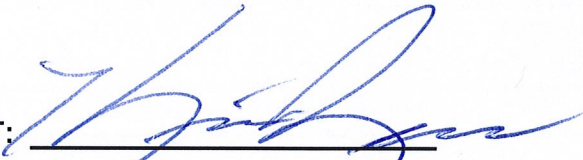


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**J.T. Surles, Chairman**

**DATE: June 18, 2020**

**ATTEST:**

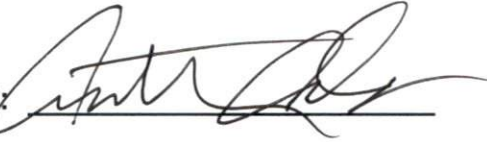


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**Kirk Reams, Clerk of Courts**

SIGNATURE PAGE

Lafayette County, Florida

BY: 

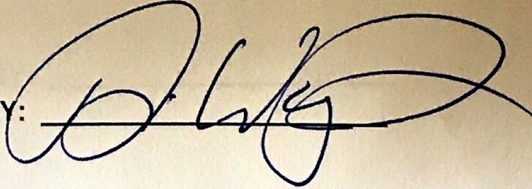
DATE: 6/23/20

ATTEST: 

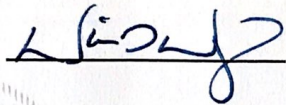


**SIGNATURE PAGE**

**Madison County, Florida**

BY: 

DATE: 6/10/2020

ATTEST: 



**SIGNATURE PAGE**

**Hamilton County, Florida**

BY: Robert Brown  
Robert Brown, Chairman  
Bd of Co. Commissioners

DATE: 7/7/20

ATTEST:   
Corea Godwin  
Ex-officio Clerk

**SIGNATURE PAGE**

**Suwannee County, Florida**

BY: 

DATE: Dec. 16, 20

ATTEST:   




**SIGNATURE PAGE**

**Taylor County, Florida**

BY: Sam Feay

DATE: 7/6/20

ATTEST: Gary Kroul, i.c.

