

MEMORANDUM

Amended
Agenda Item No. 10(A)(1)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

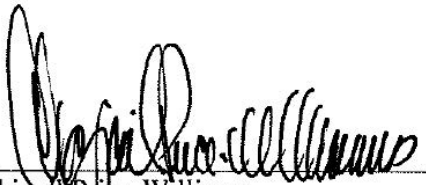
DATE: May 5, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution authorizing the County Mayor to execute the Second Amendment to the Interlocal Agreement between Miami-Dade County and Monroe County that created the South Florida Workforce Investment Board for Workforce Area 23 of the State of Florida; authorizing the continued existence and operation of the South Florida Workforce Investment Board for Workforce Area 23 of the State of Florida after the Second Amendment to the Interlocal Agreement expires on June 30, 2020

Resolution No. R-339-20

The accompanying resolution was prepared by the South Florida Workforce Investment Board and placed on the agenda at the request of Prime Sponsor Commissioner Barbara J. Jordan.


Abigail Price-Williams
County Attorney

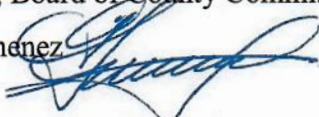
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Memorandum



Date: May 5, 2020

To: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioner

From: Carlos A. Gimenez
Mayor 

Subject: Resolution Approving Extension to the Third Amendment to the Interlocal Agreement that Created the South Florida Workforce Investment Board for Region 23 of the State of Florida and authorizing the continued existence of the South Florida Workforce Investment Board for Workforce Area 23 of the state of Florida after the Second Amended Interlocal expires on June 30, 2020.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the attached Resolution relating to the Third Amendment to the Interlocal Agreement (Third Amended Interlocal) that created the South Florida Workforce Investment Board (SFWIB) for Workforce Area 23 of the state of Florida, d/b/a Career Source South Florida. Additionally, it is further recommended that the Board authorize the County Mayor or the County Mayor's designee to execute the Third Amended Interlocal between Miami-Dade County and Monroe County that created the SFWIB and authorize the continued existence and operation of the SFWIB after the Second Amendment expires on June 30, 2020.

Scope

The impact of this Interlocal Agreement is countywide.

Fiscal Impact/Funding Source

Adoption of this resolution has no fiscal impact on the County.

Track Record/Monitor

Rick Beasley is the Executive Director of the SFWIB, and responsible for its operations.

Background

On March 7, 2006, pursuant to the adoption of Resolution No. R-315-06 the Board approved an Interlocal Agreement between Miami-Dade and Monroe Counties that created the SFWIB. The Interlocal Agreement authorized the implementation of improvements to the administrative structure of the SFWIB to enhance employment and training services, as well as the organization's operating model. It was executed by the Chief Elected Officials of the respective counties.

In accordance with the Regional Workforce Board Accountability Act of 2012, Chapter 2012-29, Laws of Florida, in January 2014, the SFWIB changed its business name from South Florida Workforce to CareerSource South Florida.

Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners
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On July 22, 2014, President Barack Obama signed the Workforce Innovation and Opportunity Act (WIOA) (Pub. L. 113-128) into law. The WIOA is landmark legislation designed to strengthen and improve the nation's public workforce system and help get Americans, including youth and those with significant barriers to employment, into high-quality jobs and careers, and to help employers hire and retain skilled workers. In accordance with WIOA legislation, local workforce development boards are required to develop, approve, and implement a service delivery plan to resolve employment issues. The local service delivery plan must be updated and approved every two years.

On February 20, 2020, the SFWIB approved the 2020-24 Local Workforce Service Plan that includes the following programs: (1) Job Corps; (2) Wagner-Peyser Act; (3) Veteran; (4) Migrant and Seasonal Farm Worker; (5) and Trade Adjustment Assistance. The Local Workforce Service Plan also includes the Welfare Transition/Temporary Assistance to Needy Families and the Food Stamp Employment and Training Programs. The development of the local Workforce Services Plan is critical to having a comprehensive plan consistent with the requirements of WIOA.

Over the past 13 years, the SFWIB has demonstrated fiscal accountability by producing clean audits with no adverse findings or material weaknesses. The SFWIB has also made considerable investments in both Miami-Dade and Monroe Counties. During Fiscal Year 2018-19, a total of 17,151 South Floridians were placed in jobs as a result of employment and training services provided by the SFWIB and its contractors. For every dollar invested to employ and train jobseekers, the community received a \$31.77 return on investment. A total of \$381,400,851 million dollars in salaries were generated within Miami-Dade and Monroe Counties.



Maurice L. Kemp
Deputy Mayor



MEMORANDUM
(Revised)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: May 5, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Amended
Agenda Item No. 10(A)(1)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Amended
Agenda Item No. 10(A)(1)
5-5-20

RESOLUTION NO. _____ R-339-20

RESOLUTION AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE THE THIRD AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND MONROE COUNTY THAT CREATED THE SOUTH FLORIDA WORKFORCE INVESTMENT BOARD FOR WORKFORCE AREA 23 OF THE STATE OF FLORIDA; AUTHORIZING THE CONTINUED EXISTENCE AND OPERATION OF THE SOUTH FLORIDA WORKFORCE INVESTMENT BOARD FOR WORKFORCE AREA 23 OF THE STATE OF FLORIDA AFTER THE SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT EXPIRES ON JUNE 30, 2020

WHEREAS, this Board desires to accomplish the purposes set forth in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board:

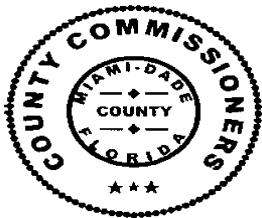
Section 1. Approves the Third Amendment to the Interlocal Agreement between Miami-Dade County and Monroe County that created the South Florida Workforce Investment Board for Workforce Area 23 of the state of Florida ("Third Amended Interlocal"), in substantially the form attached to this resolution, which authorizes the continued existence of the South Florida Workforce Investment Board for Workforce Area 23 of the state of Florida after the Second Amended Interlocal expires on June 30, 2020.

Section 2. Authorizes the County Mayor or the County Mayor's designee to execute the Third Amended Interlocal, in substantially the form attached hereto and incorporated herein by reference.

The foregoing resolution was offered by Commissioner **Barbara J. Jordan**, who moved its adoption. The motion was seconded by Commissioner **Audrey M. Edmonson** and upon being put to a vote, the vote was as follows:

Audrey M. Edmonson, Chairwoman	aye		
Rebeca Sosa, Vice Chairwoman	aye		
Esteban L. Bovo, Jr.	aye	Daniella Levine Cava	aye
Jose "Pepe" Diaz	aye	Sally A. Heyman	aye
Eileen Higgins	aye	Barbara J. Jordan	aye
Joe A. Martinez	aye	Jean Monestime	aye
Dennis C. Moss	aye	Sen. Javier D. Souto	aye
Xavier L. Suarez	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 5th day of May, 2020. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: **Melissa Adames**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Shanika A. Graves
Alisha Moriceau

**THIRD AMENDMENT TO INTERLOCAL AGREEMENT
CREATING THE SOUTH FLORIDA WORKFORCE INVESTMENT BOARD FOR
WORKFORCE AREA 23 OF THE STATE OF FLORIDA**

WHEREAS, on March 7, 2006, the Miami-Dade County Board of County Commissioners (“Board”) approved an Interlocal Agreement Between Miami-Dade County and Monroe County Creating the South Florida Workforce Investment Board for Region 23 of the state of Florida and the parties thereto subsequently executed such agreement; and

WHEREAS, on February 5, 2013, the Board approved an Amendment to the Interlocal Agreement Creating the South Florida Workforce Investment Board for Region 23 of the state of Florida that, among other things, extended the operation of the South Florida Workforce Investment Board for Region 23 of the state of Florida until June 30, 2016 and the parties thereto subsequently executed such amended agreement (“Interlocal Agreement”); and

WHEREAS, on August 17, 2016, this Board approved the >>Execution, Renewal, and<< Extension of the Second Amendment to the Interlocal Agreement Creating the South Florida Workforce Investment Board for Workforce Area 23, which, among other things, renewed the Interlocal Agreement and extended the operation of the South Florida Workforce Investment Board for Workforce Area 23 of the state of Florida through June 30, 2020; and

WHEREAS, other amendments to the Interlocal Agreement are needed,

NOW, THEREFORE, based on valuable consideration, this Third Amendment to the Interlocal Agreement is made and entered into by and between the Chief Elected Official of Miami-Dade County, a political subdivision of the state of Florida, and the Chief Elected Official of Monroe County, a political subdivision of the state of Florida, pursuant to the Florida Interlocal Cooperation Act, the Miami-Dade County Home Rule Charter, and applicable federal and state laws and regulations. In consideration of the covenants, conditions, mutual obligations and other

good and valuable consideration, on _____(date) the parties hereto agree as follows¹:

1. The second paragraph identified as Paragraph No. 3 is hereby renumbered as Paragraph No. 4. All paragraphs following the newly renumbered Paragraph No. 4 will also be renumbered in chronological order.

2. Paragraph No. 1 of the Interlocal Agreement is hereby amended to read as follows:

* * *

m. The ~~[[County Manager]]~~ >>Mayor<< of Miami-Dade County and the administrative service of Miami-Dade County is hereby designated as the local fiscal agent for Workforce Area 23 of the >>state<< of Florida.

* * *

3. Paragraph No. 2 of the Interlocal Agreement is hereby amended to read as follows:

Monroe County and Miami-Dade County hereby agree >>that Monroe County shall assume three percent of any financial liability for misuse of grant funds and Miami-Dade County shall assume 97 percent of any financial liability for misuse of grant funds.<< ~~[[to assume financial liability for any misuse of grant funds in accordance with State and federal law; Monroe County agrees hereby to assume 6.7% of any financial liability for any misuse of grant funds; Miami-Dade County agrees hereby to assume 93.3% of any financial liability for any misuse of grant funds.]]~~

4. Paragraph No. 3 of the Interlocal Agreement is hereby amended to read as follows:

* * *

b. Tort liability incurred by the SFWIB or incurred by any member of the SFWIB or any member of any committee of the SFWIB or incurred by the Executive Director or by a member of the staff of the SFWIB or of

the administrative entity, through or on account of the performance of the lawful acts authorized or required by this Interlocal Agreement shall, to the extent permitted by Section 768.28, Fla. Stat, be solely the responsibility of the SFWIB and does not and shall not constitute the tort liability of the parties hereto or their respective jurisdictions.

In the event such tort liability is so incurred by any of the foregoing entities or persons, then and only then shall both Miami-Dade County and Monroe County contribute a sum to the SFWIB for satisfaction of such tort liability incurred which shall equal ~~[[6.7%]]~~ >>three percent<< from Monroe County and ~~[[93.3%]]~~ >>97 percent<< from Miami-Dade County, all of which contributions for a single tort liability claim when aggregated together shall not exceed the limit for a single tort liability claim as set forth in Sec. 768.28, Fla. Stat.

* * *

d. Costs and other expenses disallowed by the State or the United States or any other grantor of grant funds with respect to any contracts or agreements between the SFWIB and any service providers or other entities or caused by errors of the SFWIB or of the administrative entity or caused by misuse of grant funds shall be paid by and shall be the financial liability of Monroe County and Miami-Dade County>>. Monroe County shall assume three percent of any financial liability for misuse of grant funds and Miami-Dade County shall assume 97 percent of any financial liability for misuse of grant funds.<<~~[[in accordance with the [[following percentages: Monroe County – 6.7%; Miami Dade County – 93.3%.]]~~

5. The renumbered Paragraph No. 8 of the Interlocal Agreement is hereby amended to read as follows:

* * *

~~[[7]]~~ >>8<<. Upon expiration of this Interlocal Agreement, the SFWIB shall ~~[[be deemed dissolved and no longer]]~~ >>remain<< in existence>>in its current state or as a separate public body, corporate and politic, and a

governmental agency and governmental instrumentality of Miami-Dade County<<. Upon ~~[[the expiration date of this Interlocal Agreement and dissolution of the SFWIB or upon]]~~ the dissolution, liquidation, or termination of the existence of the SFWIB prior to >>June 30, 2020,<< ~~[[such expiration date]]~~, after promptly paying or adequately providing for the debts and obligations of the SFWIB, all monies, properties, assets, and rights, of any kind whatsoever, shall be forthwith transferred, delivered and conveyed to Miami-Dade County for exclusively public purposes. This Interlocal Agreement may be renewed in writing upon execution by both the Chief Elected Official of Miami-Dade County and the Chief Elected Official of Monroe County for an additional period of time but no such renewal shall be effective until both Chief Elected Officials have been duly authorized by their respective governing bodies, the Board of County Commissioners of Miami-Dade County and the Board of County Commissioners of Monroe County. This Interlocal Agreement and any renewals or amendments thereto shall be executed counter-part originals by each party and each such counter-part original shall be deemed an original for all purposes.

6. The renumbered Paragraph No. 10 of the Interlocal Agreement is hereby amended to read as follows:

~~[[9]]~~ >>10<<. The Chief Elected Official of Miami-Dade County and the Chief Elected Official of Monroe County are authorized hereby by their respective governing bodies to exercise the right to terminate this Interlocal Agreement at any time but in accordance with the conditions set forth below:

a. The notice of termination shall be received by the other Chief Elected Official not later than ~~[[sixty (60)]]~~ >>180<< days before the end of the current Workforce Innovation and Opportunity Act of 2014 Workforce Investment Act fiscal year.

b. The terminating party shall not be deemed released from any current or past financial obligations or any other current or past obligations of any kind whatsoever incurred or agreed to by the terminating party which arise out of this Interlocal Agreement.

~~[[c. — Upon the effective date of termination set forth in the termination notice described in a. above, the SFWIB shall~~

~~be deemed dissolved and no longer in existence.]]~~

7. Other than those provisions amended hereby, the remaining provisions of the Interlocal Agreement are in effect and remain unchanged.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS HEREOF, the parties have executed this Third Amendment to Interlocal Agreement Creating the South Florida Workforce Investment Board of Workforce Area 23 of the State of Florida.as of the date first written above.

MIAMI-DADE COUNTY

MONROE COUNTY

By: _____
Carlos A. Gimenez
Mayor

By: _____
Heather Carruthers
Mayor

ATTEST

ATTEST

By: _____
Deputy Clerk

By: _____
Deputy Clerk

Approved for form and legal sufficiency

Approved for form and legal sufficiency

By: _____
Assistant County Attorney

By: _____
Assistant County Attorney