# DANNY L. KOLHAGE CLERK OF THE CIRCUIT COURT

DATE:

February 16, 2006

TO:

Thomas Willi, County Administrator

ATTN:

Deb Barsell, Project Manager

FROM:

Pamela G. Hancock The

Deputy Clerk

At the February 15, 2006, Board of County Commissioners meeting the Board granted approval and authorized execution of a Interlocal Agreement between Monroe County and Miami-Dade County creating the South Florida Workforce Investment Board for Region 23 of the State of Florida.

Enclosed are eight duplicate originals of the above-mentioned, executed on behalf of Monroe County, for your handling. Please be sure to return the fully executed "Monroe County Clerk's Office Original" and the "Monroe County Finance Department's Original" as soon as possible. Should you have any questions please do not hesitate to contact this office.

cc:

County Attorney

Finance w/o document

File -

#### **Belle Desantis**

From:

"Bruno-Celeste" < Bruno-Celeste@monroecounty-fl.gov>

To:

"County Commissioners and Aides" <-19a406@monroecounty-fl.gov>; "County Administrator"

<CountyAdministrator@monroecounty-fl.gov>

Cc:

"Barsell-Debbie" <Barsell-Debbie@monroecounty-fl.gov>; "Belle Desantis" <idesantis@monroe-

clerk.com>; "Cyr-Connie" <Cyr-Connie@monroecounty-fl.gov>

Sent:

Wednesday, February 22, 2006 9:00 AM

Attach:

SFW Interlocal.pdf

Subject: SWF

SWF Interlocal

Please see attached letter from Rick Beasley. Miami- Dade will not consider the interlocal agreement until the March 7, BOCC meeting.

Celeste Bruno BOCC District 3 Charles "Sonny" McCoy 530 Whitehead Street Key West, FL 33040 phone: 305-292-3430

phone: 305-292-3430 fax: 305-292-3577



Pebruary 21, 2006

Ms. Katherine E. Wilson, Chairperson Workforce Florids, Inc. 1974 Commonwealth Lane Tallahassee, Florida 32303-3196

Mr. Curtis Austin, President Workforce Florids, Inc. 1974 Commonwealth Lane Talkhasses, Florida 32303-3196

Dear Ms. Wilson and Mr. Austin:

As a follow-up to the re-organization of Region 23, an agenda item was presented today to the Mismi-Dada County Board of County Commissioners (BOCC) concerning the Region 23 restructuring. Due to a BOCC procedural rule called the "4-day rule", which allows any Commissioner to postpone consideration of a resolution, the Interlocal Agreement (ILA) between Mismi-Dada County and Monroe County cannot be considered until the next regularly scheduled BOCC meeting on March 7, 2006. The postponed consideration does not constitute a disapproval of the proposed ILA.

Region 23 is aware of the March 1, 2006 deadline given to Region 23 to approve a new II.A. However, due to this BOCC procedural action, Region 23 is requesting an extension of time with a new deadline of March 16, 2006.

At the February 16, 2006, Workforce Florida Inc. (WFI) board meeting, Region 9 (Alachus/Bradford Regional Workforce Board) was given a deadline of March 16, 2006 to submit their new II.A. Understanding WFI's concerns regarding Region 23's governance structure, the additional fifteen days will allow the Miami-Dade County Board of County Commissioners to consider the proposed II.A for approval.

Respectfully,

Rick Beasley

Executive Director

South Florida Workforce

Cæ

Honorable Carlos Alvarez, Mayor of Miami-Dade County
Honorable Charles "Souny" McCoy, Mayor of Monsoe County
Ms. Susan Persigia, Director, Agency for Workforce Innovation
Dr. Mae D. Bryant, Assistant County Manager, Miami-Dade County

7360 Corporate Center Drive, Suite 500, Mizmi, Ft. 33126-1234

Telephane (301) 558-7616 > TTY/TOD: (368) 470-5528 + were South Period Workforms.com

The Louth Finite Workforms is no excess appointurity employed/angram. Anotherly side and services are residely upon request to individuals with dischlibries.

## COUNTY ATTORNEY MIAMI-DADE COUNTY, FLORIDA



March 9, 2006

111 N.W. 1<sup>ST</sup> STREET MIAMI, FLORIDA 33128-1993 TEL. (305) 375-5151 FAX (305) 375-5634

#### **<u>VIÁ FEDERAL EXPRESS WITH RECEIPT REQUESTED</u>**

Honorable Danny L. Kolhage Clerk, Circuit and County Courts Of the 16<sup>th</sup> Judicial Circuit In and For Monroe County, Florida Monroe County Courthouse 500 Whitehead Street Key West, Florida 33040

Re:

Filing in the Records of the Clerk of the Circuit Court Pursuant To Section 163.01 (11), Florida Statutes – Interlocal Agreement Creating the South Florida Workforce Investment Board for Region 23 of the State of Florida

Dear Mr. Kolhage:

Pursuant to Section 163.01 (11), Florida Statutes, the undersigned hereby files with the Clerk of the Circuit Court of the 16<sup>th</sup> Judicial Circuit In and For Monroe County, Florida, the enclosed Interlocal Agreement Creating the South Florida Workforce Investment Board for Region 23 of the State of Florida, to wit, a duplicate original executed by both the Mayor of Miami-Dade County and the Mayor of Monroe County.

Respectfully submitted,

Perer S. Tell

Assistant Miami-Dade County Attorney

PST/crw Enclosures

cc: Mayor Carlos Alvarez (without enclosure)

Mayor Charles "Sonny" McCoy (without enclosure)

Dr. Mae Bryant, Assistant Miami-Dade County Manager (without enclosure)

Roderick "Rick" Beasley (without enclosure) Executive Director, South Florida Workforce

Deb Barsell, Project Manager, Office of the County Administrator, Monroe County (without enclosure)

#### INTERLOCAL AGREEMENT CREATING THE SOUTH FLORIDA WORKFORCE INVESTMENT BOARD FOR REGION 23 OF THE STATE OF FLORIDA

This 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, the parties hereto agree as follows:

- 1. The Chief Elected Officials who have executed this Interlocal Agreement have caused to be created hereby a Local Workforce Investment Board for Region 23 of the State of Florida in accordance with federal and state laws and regulations. This Local Workforce Investment Board shall be known as the South Florida Workforce Investment Board (hereinafter sometimes referred to as the "SFWIB"). The SFWIB shall be a separate public body, corporate and politic, and a governmental agency and governmental instrumentality of both Miami-Dade County and Monroe County. The SFWIB shall be a governmental body in all respects and shall be an organization eligible to exclude income under Section 115 of the Internal Revenue Code of the United States and contributions to which are deductible under Section 170(c)(1) of the Internal Revenue Code of the United States
  - a. The SFWIB shall have the power to sue and be sued, to plead and to be impleaded, to contract and be contracted with, to enforce contracts and

agreements, to accept grants, gifts or other resources, to engage an independent auditor, to have an official seal and alter same, and to incur tort liability to the extent permitted by Section 768.28, Fla. Stat. The SFWIB may exercise all of the powers specifically granted herein. Except as limited in this Interlocal Agreement, the SFWIB shall exercise all of the powers granted to Local Workforce Investment Boards by the Workforce Investment Act of 1998, as amended from time to time, and Chapter 445, Florida Statutes, as amended from time to time. Nothing herein shall be construed to limit or affect, in any way, the laws relating to sovereign immunity, Section 768.28, Florida Statutes, with respect to the SFWIB.

- b. The Executive Director of the SFWIB shall be selected by the SFWIB.

  The Executive Director shall be an employee of Miami-Dade County within the administrative service of Miami-Dade County and may be removed from the position of Executive Director of the SFWIB in the discretion of the SFWIB. The Executive Director shall be the Chief Operating Officer of the SFWIB and, as such, shall implement the policies, decisions, actions and directives of the SFWIB.
- c. The staff of the SFWIB shall all be employees of Miami-Dade County and who shall serve the SFWIB under the supervision and control of the Executive Director of the SFWIB. The staff of the SFWIB shall implement the policies, decisions, actions and directives of the SFWIB under the supervision and control of the Executive Director of the SFWIB.

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- d. Legal counsel for the SFWIB shall be the Miami-Dade County Attorney's Office. With the approval of the Chief Elected Official of Miami-Dade County, the SFWIB may from time to time engage special legal counsel for specific legal matters.
- e. The members of the SFWIB shall elect a chairperson of the SFWIB, as required by the Workforce Investment Act of 1998, as amended from time to time, and such other officers as may be deemed necessary and appropriate by the SFWIB. All such officers shall serve in office for a term not to exceed two years. No such officer shall serve more than two terms in office or four years, which ever is less. The chairperson shall serve as the presiding officer at all meetings of the SFWIB.
- f. The organization, operating procedures, and by-laws of the SFWIB shall be determined by the SFWIB and shall become effective upon approval by the Chief Elected Official of Miami-Dade County. The organization, operating procedures, and by-laws of the SFWIB shall comply with the applicable federal, state, and local laws, ordinances, and regulations.
- g. The SFWIB and its members, the Executive Director of the SFWIB, the staff of the SFWIB and members of any and all committees of the SFWIB shall be subject to the jurisdiction of the Miami-Dade County Commission on Ethics and Public Trust and the Office of the Miami-Dade County Inspector General. SFWIB members, the Executive Director of the SFWIB, the staff of the SFWIB and members of any and all committees of the SFWIB shall comply with the Miami-Dade County Code of Ethics

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Ordinance, Conflict of Interest Ordinances, Lobbyist Registration and Reporting Ordinances, and the Citizens' Bill of Rights. The SFWIB and its members, the Executive Director of the SFWIB, the staff of the SFWIB and members of any and all committees of the SFWIB, shall be subject to and shall comply with Florida's Public Records and Open Meetings Laws, Section 286.011 et seq., Fla. Stat., and Section 119.01 et seq., Fla. Stat.

- h. No lobbying or legislative activity of any kind in or before any body or person of any kind shall be undertaken by the SFWIB, any member of the SFWIB acting as such or any staff member of the SFWIB acting as such except by making legislative requests as a board to the Miami-Dade County Office of Intergovernmental Affairs as required by Miami-Dade County Ordinance #04-219 or as may be authorized in writing by said Office from time to time.
- i. Notwithstanding any provision of State or federal law, a majority of the appointed members of the SFWIB or a majority of the appointed members of any committees of the SFWIB, who are physically present in the public meeting room or other place of the public meeting, shall constitute a quorum necessary for taking any action at the public meeting. Notwithstanding any provision of State or federal law, only appointed members of the SFWIB or appointed members of a committee of the SFWIB who are physically present in the public meeting room or other place of the public meeting shall constitute a quorum necessary for taking any action at the public meeting. Notwithstanding any provision of State

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or federal law, only appointed members of the SFWIB or appointed members of a committee of the SFWIB who are physically present in the public meeting room or other place of the public meeting shall be permitted to participate in such meeting, take any action at such meeting, or vote at such public meeting. Any such appointed member of the SFWIB or any such appointed member of a committee of the SFWIB who is not physically present in the public meeting room or other place of the public meeting and who, nevertheless, participates in such public meeting, or takes any action at such public meeting or votes at such public meeting, while not being physically present in the public meeting room or other place of the public meeting, shall automatically, by operation of this Interlocal Agreement, be deemed to have thereupon resigned forthwith from membership on any and all committees of the SFWIB.

SFWIB members shall serve without compensation but shall be reimbursed for necessary expenses incurred in the performance of their official duties upon approval in writing by the Miami-Dade County Manager, or the Miami-Dade County Manager's designee. All of the aforesaid expenses shall be reimbursed in accordance with federal and state laws and regulations and Miami-Dade County ordinances and policies. All travel expenses for SFWIB members or any other person traveling for and on behalf of or at the request of the SFWIB shall be in conformance with state law relating to travel expenses of public officers

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and public employees and Miami-Dade County ordinances and policies relating to travel expenses and shall be submitted in writing to the Miami-Dade County Manager or the Miami-Dade County Manager's designee for approval or denial by the Miami-Dade County Manager or the Miami-Dade County Manager's designee.

The SFWIB shall consist of a sufficient number of members and shall be composed of members in such a manner as to meet the requirements of State and federal law. The number of members of the SFWIB and the composition of the SFWIB shall be determined by the Chief Elected Official of Miami-Dade County in accordance with the criteria set forth in State and federal law. Members of the SFWIB shall serve at the pleasure of the Chief Elected Official who appointed the member and for such term as determined by the Chief Elected Official who appointed the member. However, no member of the SFWIB shall be appointed to serve a term greater than two years. SFWIB members may be reappointed by the Chief Elected Official who appointed the SFWIB member. Any SFWIB member, regardless of whether or not the SFWIB member is chairperson or other officer of the SFWIB, may be removed for cause or without cause, at any time, in the sole discretion of the Chief Elected Official who appointed the SFWIB member. The Chief Elected Official of Monroe County shall appoint two of the private sector members of the SFWIB and the Chief Elected Official of Miami-Dade County shall appoint all of the other members of the SFWIB. Representatives of businesses appointed to

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k.

the SFWIB by the Chief Elected Official of Miami-Dade County or by the Chief Elected Official of Monroe County shall not include representatives of businesses which are providers of public workforce services with funds provided through or from Workforce Florida, Inc. Furthermore, representatives of businesses appointed to the SFWIB by the Chief Elected Official of Miami-Dade County or by the Chief Elected Official of Monroe County shall automatically forfeit membership on the SFWIB if the business so represented provides public workforce services with funds provided through or from Workforce Florida, Inc. during the representative's period of membership on the SFWIB. The Chief Elected Official of Miami-Dade County may, solely in his or her discretion, from time to time, consider the recommendations, if any, of the City of Hialeah, the City of Miami, and the City of Miami Beach with respect to the appointment of members of the SFWB by the Chief Elected Official of Miami-Dade County.

The SFWIB shall comply with the procurement and expenditure procedures required by federal law for the expenditure of federal funds. To the extent not in conflict with federal law and regulations, the SFWIB shall comply with the procurement laws and regulations of the State of Florida which may be applicable to Miami-Dade County and with the applicable procurement ordinances, administrative orders, and policies of Miami-Dade County.

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- m. The County Manager of Miami-Dade County and the administrative service of Miami-Dade County is hereby designated as the local fiscal agent for Region 23 of the State of Florida.
- n. The Chief Elected Official of Miami-Dade County for and on behalf of Miami-Dade County and the Chief Elected Official of Monroe County for and on behalf of Monroe County shall be the local grant recipients for Region 23 of the State of Florida and shall be liable for any misuse of the grant funds allocated to Region 23 of the State of Florida under Sections 128 and 133 of the Workforce Investment Act of 1998, as amended from time to time.
- o. The administrative entity for all Workforce Investment Act, TANF, and other workforce programs implemented by the SFWIB within Region 23 of the State of Florida shall be the administrative service of Miami-Dade County. The administrative service, acting as the administrative entity for the SFWIB, shall serve the SFWIB under the supervision and control of the Executive Director of the SFWIB and shall implement the policies, decisions, actions and directives of the SFWIB under the supervision and control of the Executive Director of the SFWIB.
- p. In order to exercise independent oversight, Miami-Dade County and Monroe County, respectively, agree that Miami-Dade County and Monroe County shall not be a direct provider of public workforce services with funds provided through or from Workforce Florida, Inc.

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- 2. Monroe County and Miami-Dade County hereby agree 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.
- 3. Each Chief Elected Official for and on behalf of their respective jurisdiction agrees hereby to promptly contribute to any SFWIB financial liability or any other financial liability incurred under this Interlocal Agreement as follows:
  - a. No liability of any kind arising out of this Interlocal Agreement shall be paid by the SFWIB or by SFWIB staff or by the administrative entity or by either of the parties to this Interlocal Agreement unless ordered by a court of competent jurisdiction or other superior State or federal governmental entity acting within the scope of its powers and jurisdiction or unless otherwise approved by both parties hereto. Nothing herein shall be construed to waive any rights of the SFWIB or the parties hereto to seek legal or administrative relief from any such liability.
  - b. Tort liability incurred by the SFWIB or incurred by any member of the SFWIB or an 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

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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 the satisfaction of such tort liability incurred which shall equal 6.7% from Monroe County and 93.3% 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.

- c. Costs and other expenses disallowed by the State or federal government or by the SFWIB with respect to contracts between the SFWIB and Monroe County or between the SFWIB and Miami-Dade County for the provision of workforce services shall be paid by and shall be the financial liability solely of the contracting county. Nothing herein shall be construed to authorize the SFWIB to be a direct provider of intake, assessment, eligibility determinations, or other direct provider services.
- 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 in accordance with

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the following percentages: Monroe County - 6.7%; Miami-Dade County - 93.3%.

- 3. Nothing in this Interlocal Agreement shall be construed to impose personal financial liability of any kind upon any Chief Elected Official. Nothing in this Interlocal Agreement shall be construed to waive sovereign immunity in tort, except to the extent permitted by Sec. 768.28, Fla. Stat.
- The members of the SFWIB and the members of any committees of the SFWIB 4. shall deal with the employees of the administrative entity and SFWIB staff solely through the Executive Director and no such member shall give orders to any employees of the administrative entity or SFWIB staff either publicly or privately. No employee of the administrative entity or SFWIB staff shall respond to or undertake any action to comply with any request by any such member which violates the provisions of the preceding sentence. The Executive Director shall not knowingly allow any such member to deal with any employee of the administrative entity or SFWIB staff in violation of the provisions of the first sentence of this Paragraph #4. No member of the SFWIB or any member of any committee of the SFWIB shall direct or request the appointment of any person to, or his or her removal from office or employment by the Executive Director or by the Miami-Dade County Manager or by any subordinate of the Executive Director or by any subordinate of the Miami-Dade County Manager or participate in the appointment or removal of officers and employees of the administrative entity or of SFWIB staff nor shall the Executive Director or the Miami-Dade County Manager or any member of the administrative entity or of SFWIB staff or any

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subordinate of any of the foregoing accede to such direction or request. Any violation of any of the provisions of this Paragraph #4 by any of the members of the SFWIB or members of any SFWIB committee shall cause the removal forthwith of such member from the SFWIB or the SFWIB committee or both, as applicable, by operation of this Interlocal Agreement.

Notwithstanding any provision of this Interlocal Agreement, the SFWIB shall not 5. engage in any activities of any kind unless permitted to be carried on by an organization eligible to exclude income under Section 115 of the Internal Revenue Code of the United States and contributions to which are deductible under Section 170(c)(1) of the Internal Revenue Code of the United States. Notwithstanding any provision of this Interlocal Agreement, the SFWIB is authorized and empowered to pay reasonable compensation for services rendered and to make payments to advance SFWIB's activities for the benefit of the residents of Region 23 of the State of Florida. Notwithstanding any provision of this Interlocal Agreement, no part of the net earnings of the SFWIB shall inure to the benefit of or be distributable to the officers or members of the SFWIB or any other private person. Notwithstanding any provision of this Interlocal Agreement, in the event of the dissolution, liquidation, termination or expiration of the existence of the SFWIB, 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. Notwithstanding any provision of this Interlocal Agreement, the SFWIB shall only exercise essential

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governmental functions on behalf of and accruing to the State of Florida or any political subdivision thereof. Notwithstanding any provision of this Interlocal Agreement, the Chief Elected Officials and their respective jurisdictions who are parties to this Interlocal Agreement shall have the powers and interests of an Notwithstanding any provisions of this Interlocal owner of the SFWIB. Agreement, no private interest shall materially participate in any of the functions, duties, or responsibilities of the SFWIB. Notwithstanding any provision of this Interlocal Agreement, all assets and income of the SFWIB shall accrue to the Chief Elected Officials in their official capacity and their respective jurisdictions who are parties to this Interlocal Agreement. Notwithstanding any provision of this Interlocal Agreement, the SFWIB shall provide an annual report, including annual financial audit by an independent auditor, to both Chief Elected Officials and both respective jurisdictions who are parties to this Interlocal Agreement. Notwithstanding any provision of this Interlocal Agreement, control, supervision and authority of the SFWIB shall at all times be vested in public authorities, to wit, the Chief Elected Officials and their respective jurisdictions who are parties to this Interlocal Agreement.

6. This Interlocal Agreement shall become effective on March 1, 2006, after its execution by the Chief Elected Officials of Miami-Dade County and Monroe County and shall expire on June 30, 2008. 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

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- of Monroe County, to execute this Interlocal Agreement for and on behalf of Miami-Dade County and Monroe County, respectively.
- Upon expiration of this Interlocal Agreement, the SFWIB shall be deemed 7. dissolved and no longer in existence. 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 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 in counter-part originals by each party and each such counter-part original shall be deemed an original for all purposes.
- 8. This Interlocal Agreement may be amended by the parties hereto, from time to time, during the term of this Interlocal Agreement or any renewals thereof, upon the execution of the written amendment by both the Chief Elected Official of Miami-Dade County and the Chief Elected Official of Monroe County but no such written amendment shall be effective until both Chief Elected Officials have

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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.

- 9. 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) days before the end of the current

    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.

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#### THIS INTERLOCAL AGREEMENT IS ENTERED INTO ON BEHALF OF:

**MIAMI-DADE COUNTY** 

WITNESSES:

, Deputy Clerk

Mayor 3/9/06.

### THIS INTERLOCAL AGREEMENT IS ENTERED INTO ON BEHALF OF:

MONROE COUNTY

WITNESSES:  DANNY L. KOLHAGE, Clerk  James James Deputy Clerk	BY _	· · · Mayor	
		FEB 1 5 2006	

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

SUSAN M. GRIMSLEY ASSISTANT COUNTY ATTORNEY