

MANPOWER CONSORTIUM AGREEMENT

WHEREAS, Grant and/or Contracts for Agencies of the Government of the United States of America, under authority of the Comprehensive Employment and Training Act (CETA) of 1973, and Contracts, Grants, or other authorities from agencies of the Government of the State of Florida and/or other sources are now or, in the near future, will be available to the parties hereto to fund, in whole or in part, programs and projects looking to the alleviation of conditions of unemployment and underemployment in Jacksonville/Duval County, Nassau County, and Baker County, of the State of Florida; and

WHEREAS, the parties hereto agree that these programs and projects, in order to be fully effective, require intergovernmental cooperation because manpower resources as well as the planning, administration, funding, implementation, and coordination of manpower resource programs and projects cut across governmental boundaries on both the municipal and County levels; and

WHEREAS, it is the sense of the parties hereto that the interest of the community would be better served by City of Jacksonville, by and through the Manpower Planning Council of Jacksonville and Nassau and Baker Counties, hereinafter referred to as the MPC, (formerly known as the Manpower Area Planning Council - MAPC of Jacksonville and Nassau County) continuing to provide for the planning, funding, review, evaluation, and coordination of manpower programs and projects designed to alleviate conditions of unemployment and underemployment in Jacksonville, Nassau, and Baker Counties, and to provide for the coordination of related and ancillary manpower services; and

WHEREAS, the City of Jacksonville, through the MPC is prepared to provide necessary and appropriate planning, funding, review, evaluation, coordination, and other services as may be proper and feasible to the various manpower projects and programs; and

WHEREAS, the Florida Interlocal Cooperation Act of 1969 Section 163.01, Florida Statutes (1971) provides a method for governmental entities to contract for such services by use of an Intergovernmental Agreement;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

- (a) That the parties hereto do all mutually and individually agree to enter into a consortium agreement in and with each other; and,
- (b) That the MPC, by and through the Mayor on behalf of Jacksonville, after both the effective date of this contract and the individual review and approval of duly authorized representatives of each and all parties hereto, shall be the authorized and delegated agent for the Consortium, authorized to act for and on behalf of the Consortium in any and all matters; and,
- (c) That the MPC, as delegate agent for the Consortium, shall singularly have the following powers on behalf of each and all of the parties hereto as follows:
 - (i) To receive all grants, funds, allocations, and any and all other forms of revenue based on or pursuant to the Comprehensive Employment and Training Act (CETA) of 1973; to receive grants, gifts or other resources from any Agency or Agencies of the United States Government and/or the State of Florida, or other sources, on account of programs and projects for the alleviation of conditions of underemployment and unemployment within Jacksonville/Duval County, Nassau and Baker Counties; provided that the governmental units of and within Jacksonville, Duval County, Nassau and Baker Counties that qualify as prime sponsors or program agents under Title II of CETA of 1973 shall have the option of receiving from the Consortium and directly administering all funds allocated by the Federal Government to that jurisdiction pursuant to Title II, or of having the Consortium administer such funds in a manner mutually agreed to by the Consortium and the affected party(ies);
 - (ii) To plan, fund, implement, coordinate, review, and evaluate programs and projects for the alleviation of conditions of underemployment and unemployment within Jacksonville/Duval County and Nassau and Baker Counties;
 - (iii) To coordinate with related and ancillary programs and projects which aid and assist in the alleviation of underemployment and unemployment in

Jacksonville/Duval County, Baker and Nassau Counties;

(iv) To enter into contracts or agreements with any corporation, municipality; or any other legal entity, public or private, or any other person or persons for the performance of such services as may be required by the terms of any grant, contract or agreement entered into or with any Agency or Agencies of the Governments of the State of Florida and/or the United States, or any other organization.

(v) To employ by and through the Office of the Mayor, an Executive Director (Division Chief) and appropriate staff personnel who will support MPC and comprise the Manpower Division of Jacksonville.

(vi) To expend funds for both planning and administrative purposes as deemed necessary and appropriate;

(vii) To promulgate such by-laws and operating procedure and amend such by-laws and operating procedures as necessary for the conduct of its business; provided that such by-laws are accepted and approved by all members of the MPC which are parties hereto.

II

(a) That the Jacksonville City Government by and through the MPC, as delegate agent for the Consortium shall perform the following and other duties as agreed upon by the parties hereto:

(i) Prepare an Annual Plan for programs and projects looking to the alleviation of conditions of unemployment or underemployment within the Jacksonville/Duval County, Nassau, Baker County area, which shall be based upon the following:

(A) Community sentiment as to manpower training and employment needs within the area,

(B) Statistical analysis of manpower training and employment needs within the area,

(C) A current resources assessment, consisting of a statement of resources available to the parties hereto for the alleviation of conditions of unemployment or underemployment within their respective jurisdictions, and a statement of the manner in which these resources are being or are to be allocated,

(D) An assessment of priorities as between competing programs within the area, and,

(E) A statement of manpower training and employment needs which are or will be unmet or undermet within the year to which the Annual Plan will refer.

The Annual Plan herein provided for shall be prepared subject to the approval of the MPC and shall require ratification by members of the Council who represent the parties hereto;

(ii) To prepare an annual budget for the operation of programs and projects looking to the alleviation of conditions of unemployment and underemployment within the area. A proposed budget shall be prepared by the MPC staff not later than May 1 of the calendar year in which the fiscal year to which the proposed budget shall be finalized (and approved) by the MPC and ratified by members of the MPC representing the parties hereto not later than June 1 of the same year;

(iii) To maintain a financial accounting system to account for and report on all funds received and expended. Such report shall be made not less than quarterly to the MPC and the parties hereto;

(iv) To provide technical assistance and advice to the parties hereto, and to such other agencies, organizations, or governmental units as may be appropriate;

III

(a) That the legislative bodies of the parties hereto shall designate its Chief Executive Officer or his designated representative as an official member of MPC, who shall have the duty and authority to represent the parties hereto in all matters of the MPC;

(b) That the Executive Officers designated to the MPC by the parties hereto shall also serve as members to the Executive Committee of the MPC.

IV

(a) That this agreement may be amended from time to time upon the affirmative vote of the legislative bodies of the parties hereto;

(b) That any party hereto shall have the right to withdraw from this agreement at any time upon the following conditions:

(i) That MPC, by and through the Mayor of Jacksonville, shall have received written notice of the parties' intent to withdraw not later than the one hundred and eighty days (180) before the end of the then current federal fiscal year.

(ii) That the party shall not be released from any financial or other obligations committed by that party during the then current or prior fiscal years.

V

The parties certify that to the extent consistent with State or local law, each party signatory to the Agreement accepts responsibility for the operation of the program within their respective jurisdiction.

VI

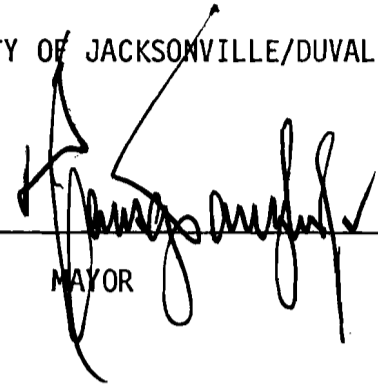
The parties certify that this Agreement is not prevented by State or local law from taking effect in the entire geographical area that it intends to serve.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on this 28th day of March, 1974.

Attest


Corporate Secretary


CITY OF JACKSONVILLE/DUVAL CO.


MAYOR

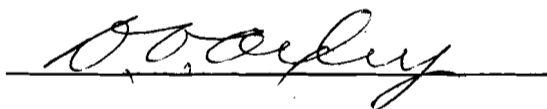
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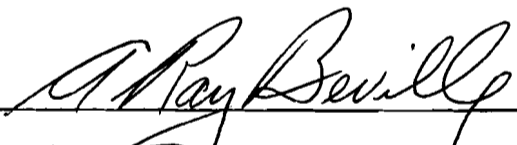
BAKER COUNTY


CHAIRMAN, BOARD OF CO. COMMISSIONERS

Attest



NASSAU COUNTY


CHAIRMAN, BOARD OF CO. COMMISSIONERS

Form Approved

