

INTERLOCAL AGREEMENT CREATING THE  
NORTHEAST FLORIDA JOB TRAINING CONSORTIUM

This Agreement made and entered into pursuant to the authority of Section 163.01, Florida Statutes, by and between the following five (5) counties passing resolutions to that effect, including the counties of Baker, Clay, Nassau, Putnam and St. Johns, of the State of Florida,

WITNESSETH THAT:

WHEREAS, Public Law 97-300 enacted by the Congress of the United States effective October 13, 1982, which act is known as the "Job Training Partnership Act of 1982" (herein after called the JTPA) 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 job training programs conducted under the JTPA will replace the Comprehensive Employment and Training Act (C.E.T.A.), on October 1, 1983, at the end of the current transitional fiscal year; and

WHEREAS, the JTPA creates a partnership among the state local governments and the private sector, with primary emphasis being upon the coordination of job training and job placement; and

WHEREAS, the JTPA requires the Governor to designate Service Delivery Areas (SDAs) to promote the effective delivery of job training services and further provides that a consortium of units of general local government may constitute such an SDA; and

WHEREAS, the Board of County Commissioners of each of the parties to this Agreement desires that its county be included in a regional job training program to avail its citizens of the benefits of the JTPA; and

WHEREAS, the Governor has designated the parties to this Agreement as a region for the purposes of regional comprehensive planning including economic development activities; and

WHEREAS, the Governor has designated the parties to this Agreement as a SDA for the purposes of the JTPA; and

WHEREAS, the JTPA requires the establishment of a Private Industry Council (PIC) to provide policy guidance for, and exercise oversight with respect to, activities under the job training program for its SDA in partnership with the units of general purpose local government within its SDA; and

WHEREAS, it is the responsibility of the Board of County Commissioners of each county in the SDA to appoint members to the PIC in accordance with the JTPA and an agreement entered into by the Board of County Commissioners of each county; and

WHEREAS, it is the responsibility of the PIC, in accordance with an agreement with the Board of County Commissioners of each county in the SDA, to determine procedures and select an entity to develop a job training plan, and select a grant recipient and an entity to administer the job training plan; and

WHEREAS, the job training plan must be approved and submitted jointly by the PIC and the Board of County Commissioners of each county in the SDA;

NOW THEREFORE BE IT RESOLVED, the parties hereto agree as follows:

1. ESTABLISHMENT OF NORTHEAST FLORIDA JOB TRAINING CONSORTIUM

There is hereby established a multi-jurisdictional arrangement (hereinafter called the "Northeast Florida Job Training Consortium") among all the parties hereto for the express purpose of collectively carrying out the individual responsibilities of each party to this Agreement under the JTPA. The Northeast Florida Job Training Consortium shall consist of five (5) members. The Chairman of the Board of County Commissioners of each County shall serve as his/her county's representative on the Northeast Florida Job Training Consortium; however, provided that any such County Board of Commission Chairman may designate another member of the County Commission to attend meetings of the Northeast Florida Job Training Consortium on his/her behalf, any such designee shall have full voting rights and privileges.

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. 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:

<u>Name</u>	<u>Address</u>
Board of County Commissioners Baker County, Florida	Baker County Courthouse Macclenny, Florida 32063
Board of County Commissioners Clay County, Florida	P. O. Box 698 Green Cove Springs, Florida 32043
Board of County Commissioners Nassau County, Florida	P. O. Box 1010 Fernandina Beach, Florida 32034
Board of County Commissioners Putnam County, Florida	P. O. Box 758 Palatka, Florida 32077
Board of County Commissioners St. Johns County, Florida	P. O. Drawer 300 St. Augustine, Florida 32084

3. GEOGRAPHICAL AREA TO BE SERVED BY THIS AGREEMENT

The geographical area to be served by this Agreement is the combined geographical areas of each of the five (5) member counties, whose geographical areas are legally described in Chapter 7, Florida Statutes.

4. POPULATION TO BE SERVED

The population to be served within the five (5) county area covered by this Agreement is 238,800 based upon the April 1, 1983 estimates prepared by the University of Florida Bureau of Economic and Business Research.

5. DUTIES AND RESPONSIBILITIES OF THE NORTHEAST FLORIDA JOB TRAINING CONSORTIUM

a. To appoint the members of the Northeast Florida Private Industry Council, in accordance with Section 102 of Title I of the JTPA and Section 7 of this Agreement, which shall serve the functions described in Section 103 of Title I of the JTPA; and

b. To enter into agreement(s) with the Northeast Florida Private Industry Council to determine the selection of a grant recipient and entity to administer the job training plan, and to determine the procedures for the development of the job training plan as described in Section 103 of Title I of the JTPA; and

c. To review and approve all job training plans prepared under Section 104 of Title I of the JTPA and jointly submit, along with the Northeast Florida

Private Industry Council, said plan(s) to the Governor; and

d. To perform any other appropriate duties necessary for the accomplishment of and consistent with the purposes of this Agreement and the JTPA.

6. QUORUM AND VOTING

At all meetings of the Northeast Florida Job Training Consortium the presence in person of representatives of not less than four (4) member counties shall be necessary to constitute a quorum for the transaction of business. At all meetings of the Northeast Florida Job Training Consortium at which a quorum is present all matters shall be decided by the majority vote of said members.

7. ESTABLISHMENT, COMPOSITION AND APPOINTMENT OF THE NORTHEAST FLORIDA PRIVATE INDUSTRY COUNCIL

There is hereby established a Private Industry Council, which shall be in accordance with the requirements of Section 102 of Title I of the JTPA and this Section 7 of this Agreement which shall be called the "Northeast Florida Private Industry Council". The initial number of members of the Northeast Florida Private Industry Council shall be twenty-four (24). Thereafter, the number of members of the Northeast Florida Private Industry Council shall be determined by the Northeast Florida Private Industry Council.

Members shall be appointed for fixed and staggered terms and may serve until their successors are appointed. Terms of Northeast Florida Private Industry Council members shall be for three (3) years. However, of those members first appointed eight (8) shall be appointed for three (3) year terms, eight (8) shall be appointed for two (2) year terms, and eight (8) shall be appointed for one year terms. Any vacancy in the membership of the Northeast Florida Private Industry Council shall be in the same manner as the original appointment. Any member of the Northeast Florida Private Industry Council may be removed for cause in accordance with procedures established by the Northeast Florida Private Industry Council.

A majority of the Northeast Florida Private Industry Council shall be representatives of the private sector, who shall be owners of business concerns, chief executives or chief operating officers of non-governmental employees, or other private sector executives who have substantial management or policy responsibility.

Private sector nominations and the individuals selected by the Northeast Florida Job Training Consortium from such nominations, shall responsibly represent the industrial and demographic composition of the business community. Whenever possible at least one-half of such business and industry representatives shall be representatives of small businesses (500 employees or less), including minority business. The Chairman of the Northeast Florida Private Industry Council shall be selected from among members of the Northeast Florida Private Industry Council who are representatives of the private sector.

The private sector representatives on the Northeast Florida Private Industry Council shall be selected by the Northeast Florida Job Training Consortium from the thirty (30) individuals nominated by the following general purpose business organizations: Orange Park/Clay County Chamber of Commerce (eight (8) nominees), Amelia Island/Fernandina Beach Chamber of Commerce (three (3) nominees), West Nassau County Chamber of Commerce (three (3) nominees), Palatka/Putnam County Chamber of Commerce (six (6) nominees) and St. Augustine/St. Johns County Chamber of Commerce (six (6) nominees) and Baker County Chamber of Commerce (four (4) nominees) after consulting with, and receiving recommendations from, other business organizations within their respective counties.

The number of such nominations by these organizations is two hundred (200) percent of the number of individuals to be appointed by the Northeast Florida Job Training Consortium from their county identified in this Section 7 of this Agreement. In addition, any general purpose business organization requested to make more than two (2) nominations shall include minority business nominees in their nominations and all other general purpose business organizations requested to make two (2) or less nominations shall be encouraged to include minority business nominees in their nominations.

The higher education representatives on the Northeast Florida Private Industry Council shall be selected by the Northeast Florida Job Training Consortium from the three (3) individuals nominated by the following higher education agencies: St. Johns River Community College (one (1) nominee), University of North Florida (one (1) nominee), Flagler College (one (1) nominee).

The vocational education representatives on the Northeast Florida Private Industry Council shall be selected by the Northeast Florida Job Training Consortium from the two (2) individuals nominated by the following

vocational education agencies: St. Augustine Technical Center (two (2) nominees).

The local school district representatives on the Northeast Florida Private Industry Council shall be selected by the Northeast Florida Job Training Consortium from the five (5) individuals nominated by the following local school districts: Baker County School District (one (1) nominee), Clay County School District (one (1) nominee), Nassau County School District (one (1) nominee), Putnam County School District (one (1) nominee), and St. Johns County School District (one (1) nominee).

The labor representative on the Northeast Florida Private Industry Council shall be selected by the Northeast Florida Job Training Consortium from the two (2) individuals nominated by the following local labor organizations: Northeast Florida Builders Association (one (1) nominee), and the North Central Florida Labor Council (one (1) nominee).

The rehabilitation agency representative on the Northeast Florida Private Industry Council shall be selected by the Northeast Florida Job Training Consortium from the two (2) individuals nominated by the following rehabilitation agencies: Florida Department of Health and Rehabilitative Services, District 3 (one (1) nominee), Florida Department of Health and Rehabilitative Services, District 4 (one (1) nominee).

The community-based organization representative on the Northeast Florida Private Industry Council shall be selected by the Northeast Florida Job Training Consortium from the three (3) individuals nominated by the following community-based organizations: Northeast Florida Community Action Agency (one (1) nominee), Putnam-Clay Equal Opportunity Council (one (1) nominee), and the Area Agency on Aging (one (1) nominee).

The economic development agency representative on the Northeast Florida Private Industry Council shall be selected by the Northeast Florida Job Training Consortium from the five (5) individuals nominated by the following economic development agencies: Baker County Industrial Development Council (one (1)

nominee), Clay County Industrial Development Council (one (1) nominee), Nassau County Industrial Development Council (one (1) nominee), Putnam County Industrial Development Council (one (1) nominee), and St. Johns County Industrial Development Council (one (1) nominee).

The public employment service representative on the Northeast Florida Private Industry Council shall be selected by the Northeast Florida Job Training Consortium from the four (4) individuals nominated by the following Florida State Employment Services offices: Fernandina Beach ESO (one (1) nominee), Palatka ESO (one (1) nominee), Green Cove Springs ESO (one (1) nominee), and St. Augustine ESO (one (1) nominee).

The Northeast Florida Job Training Consortium shall appoint the members of the Northeast Florida Private Industry Council which shall initially be comprised as follows:

<u>Organization</u>	<u>Initial Term</u>
1. Private Sector - Baker County	One (1) year
2. Private Sector - Baker County	Two (2) years
3. Private Sector - Clay County	Three (3) years
4. Private Sector - Clay County	One (1) year
5. Private Sector - Clay County	Two (2) years
6. Private Sector - Clay County	Three (3) years
7. Private Sector - Nassau County	One (1) year
8. Private Sector - Nassau County	Two (2) years
9. Private Sector - Nassau County	Three (3) years
10. Private Sector - Putnam County	One (1) year
11. Private Sector - Putnam County	Two (2) years
12. Private Sector - Putnam County	Three (3) years
13. Private Sector - St. Johns County	One (1) year
14. Private Sector - St. Johns County	Two (2) years
15. Private Sector - St. Johns County	Three (3) years
16. Higher Education	One (1) year
17. Vocational Education	Two (2) years
18. Local School District	Three (3) years
19. Economic Development Agency	One (1) year
20. Organized Labor	Two (2) years
21. Rehabilitative Agency	Three (3) years

<u>Organization</u>	<u>Initial Term</u>
22. Community-Based Organization	One (1) year
23. Public Employment Service	Two (2) years
24. Public Employment Service	Three (3) years

NOTE: The nine (9) General Category positions shall be allocated as follows: Baker County one (1), Clay County three (3), Nassau County one (1), Putnam County two (2) and St. Johns County two (2).

8. SERVICE DELIVERY AREA DESIGNATION

Pursuant to the designation by the Governor, the five (5) counties constituting the Northeast Florida Job Training Consortium shall be the SDA as provided for in Section 101 of Title I of the JTPA 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 JTPA program, it being the intent hereof that all funding of the JTPA program and the Northeast Florida Job Training Consortium shall be accomplished entirely by grants pursuant to the JTPA and any other State or Federal grants.

10. ADMINISTRATIVE RESPONSIBILITIES

The Northeast Florida Job Training Consortium shall utilize the Northeast Florida Regional Planning Council for the provision of services to assist it in carrying out its responsibilities pursuant to this Agreement.

11. DURATION OF AGREEMENT

This Agreement shall have the duration equal to the period that the SDA designation remains in effect for the geographical area identified herein. Any party to this 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 among the remaining parties shall not be affected by the withdrawal of one (1) or more parties to this Agreement.

12. EFFECTIVE DATE

This Agreement and any amendments hereto shall be effective between and among each county passing a resolution adopting this Agreement and any amendments hereto and upon filing said resolution of adoption and this Agreement and any amendments hereto with the Clerk of the Circuit Court in their county.



COUNTY OF BAKER

BY: Benny Jo Bennett, Chairman

DATE: \_\_\_\_\_

ATTEST: Harry Richardson, Clerk

COUNTY OF CLAY

BY: Talmadge Bennett, Chairman

DATE: \_\_\_\_\_

ATTEST: George L. Carlisle, Clerk

COUNTY OF NASSAU

BY: Gene R. Blackwelder, Chairman

DATE: 5/24/83

ATTEST: T. J. Greeson, Clerk

COUNTY OF PUTNAM

BY: J.W. "Bonnie" Allender, Chairman

DATE: \_\_\_\_\_

ATTEST: Charles Hood, Clerk

COUNTY OF ST. JOHNS

BY: Robert E. Curtan, Chairman

DATE: \_\_\_\_\_

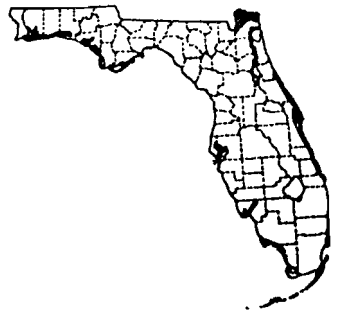
ATTEST: Carl "Bud" Markel, Clerk



# NASSAU COUNTY

## BOARD OF COUNTY COMMISSIONERS

P. O. Box 1010 - Fernandina Beach, Florida 32034



GENE R. BLACKWELDER  
Chairman  
Dist. No. 1 Fernandina Beach

JOHN F. CLAXTON  
Vice Chairman  
Dist. No. 3 Yulee

HAZEL JONES  
Dist. No. 2 Fernandina Beach

JAMES E. TESTONE  
Dist. No. 4 Hilliard

JOHN F. ARMSTRONG, SR.  
Dist. No. 5 Callahan

T. J. "Jerry" GREESON  
Ex-Officio Clerk

JACOBS & MULLIN  
Attorneys

May 25, 1983

R. Daniel Castle, AICP  
Executive Director  
Northeast Florida Regional Planning Council  
8641 Baypine Road, Suite 9  
Deerwood Center  
Jacksonville, Florida 32216

Dear Mr. Castle:

I was instructed by the Board of County Commissioners to forward to you the enclosed executed copies of the Resolution and Interlocal Agreement Creating the Northeast Florida Job Training Consortium (3 copies), which was approved by the Board in their meeting of yesterday. After the copies have been fully executed, please return a copy of same to our office for our files.

Thank you for your assistance in this matter and if this office can be of any assistance to you in the future, please do not hesitate to call on me.

With kindest personal regards, I am

Sincerely,

T. J. "Jerry" Greeson  
Ex-Officio Clerk

TJG:ma

Enclosures

*An Affirmative Action/Equal Opportunity Employer*

RESOLUTION #83-26

WHEREAS, it is in the best interests of Nassau County to enter into an Interlocal Agreement with the five (5) counties comprising the designated Service Delivery Area (Baker, Clay, Nassau, Putnam and St. Johns) to create a Northeast Florida Job Training Consortium to implement Public Law 97-300 (Job Training Partnership Act of 1982),

NOW THEREFORE, BE IT RESOLVED this 24th day of May, 1983, by the Board of County Commissioners of Nassau County, Florida, that the Interlocal Agreement Creating The Northeast Florida Job Training Consortium, a copy of which is attached hereto, is hereby approved and adopted.

BOARD OF COUNTY COMMISSIONERS  
OF NASSAU COUNTY, FLORIDA

BY Gene R. Blackwelder  
Its Chairman

ATTEST: T. J. GREESON, CLERK

BY: T. J. Greeson