

**INTERLOCAL AGREEMENT CREATING
THE
FIRST COAST WORKFORCE DEVELOPMENT CONSORTIUM**

This Agreement, to create the First Coast Workforce Development Consortium ("Consortium") is made and entered into pursuant to the authority under Section 163.01, Florida Statutes, by and between the Counties of Baker, Clay, Nassau, Putnam and St. Johns, and the City of Jacksonville, all of the State of Florida, each passing resolutions to that effect.

WITNESSETH THAT:

WHEREAS, Public Law 105-220 enacted by the congress of the United States effective August 1998, which Act is known as the Workforce Investment Act of 1999 ("WIA"), established a program to provide universal access to workforce development services for the citizens of Northeast Florida; and,

WHEREAS, the State of Florida's Workforce Development Board ("WDB") was created by the Legislature in 1999, has been designated by the Governor to take the lead in designing and directing Florida's workforce development strategy and to designate Workforce Development Areas which shall also serve welfare recipients under Florida's Work and Gain Self Sufficiency Act of 1996 as amended; and

WHEREAS, the counties of Baker, Clay, Nassau, Putnam and St. Johns and the City of Jacksonville have been designated by the Governor of the State of Florida, to form a six-county workforce development area ("WDB Region"); and

WHEREAS, the Workforce Investment Act of 1998, requires that an agreement be entered into between the general purpose governmental jurisdictions which comprise the workforce development/investment area; and

WHEREAS, the governing body of each of the parties to this Agreement desire that its county or city be included in regional workforce development initiatives to avail its citizens of the benefits of Florida's workforce development strategy, including those programs funded through the Workforce Investment Act of 1998, the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, the Florida Work And Gain Economic self-sufficiency Act of 1996, and such other funding sources as may be available to support workforce activities.

WHEREAS, the governing bodies of each member in the WDB region have come together to form the 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. ESTABLISHMENT OF THE FIRST COAST WORKFORCE DEVELOPMENT CONSORTIUM

a. There is hereby established a multi-jurisdictional consortium hereinafter called the "First Coast Workforce Development Consortium" or "Consortium" for the express purpose of carrying out the individual responsibilities of each party to this Agreement under the Workforce Florida Act of 1996 as amended, the Workforce Investment Act of 1998, ("WIA") the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, ("PRWOR") and the Work And Gain Economic Self Sufficiency ("WAGES") Act of 1996 as amended.

b. The Consortium shall consist of six members. The Chairman of the board of County Commissioners of Baker, Clay, Nassau, Putnam and St. Johns Counties shall serve as that County's representative on the Consortium; however, any such Board of County Commission Chairman may appoint another member of the County Commission to the Consortium and any such Commissioner shall have full voting rights and privileges. Likewise, the Mayor of the City of Jacksonville (Duval County) shall serve as the City of Jacksonville's representative on the Consortium; however the Mayor may appoint any member of the Jacksonville City Council to the Consortium and any such Council Member shall have full voting rights and privileges.

2. PARTIES TO THIS AGREEMENT

Each of the parties to this Agreement is a county or city 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:

<u>Name</u>	<u>Address</u>
Board of County Commissioners Baker County, Florida	55 North 3 rd Street Macclenney, FL 32063
Board of County Commissioners Clay County, Florida	477 Houston Street Green Cove Springs, FL 32043

Mayor, City of Jacksonville
Jacksonville (Duval County), Florida

117 W. Duval Street
Jacksonville, FL 32202

Board of County Commissioners
Nassau County, Florida

P.O. Box 456
Fernandina Beach, FL 32034

Board of County Commissioners
Putnam County, FL

514 St. Johns Avenue
Palatka, FL 32177

Board of County Commissioners
St. Johns County, FL

P.O. Drawer 349
St. Augustine, FL 32085-0349

3. **CONSIDERATION**

In order 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**

a. The geographical area to be served by this Agreement is the combined geographical area of each of the six members' counties (including the City of Jacksonville) that are parties to this Agreement, whose geographical areas are contained in the legal description found in Chapter 7, Florida Statutes.

b. Pursuant to the designation by the Governor, the six members constituting the First Coast Workforce Development Consortium and First Coast Workforce Development, Inc. shall be the WDB region as provided for in Section 116 of Title 1 of the WIA, WAGES and Florida's workforce development initiatives as designated by the State WDB and the Governor for the geographical area covered by this Agreement.

5. **FEDERAL AND STATE REQUIREMENTS**

It is the intent of the Consortium to incorporate into this Agreement the duties and obligations governing programs under WIA, WAGES, the PRWOR and the Workforce Florida Act programs as well as any other rules and regulations both

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State and Federal, applicable to these initiatives.

6. CREATION OF ADMINISTRATIVE ENTITY

The Consortium, pursuant to Section 163.01(7) of the Florida Statutes, has employed staff which comprises First Coast Workforce Development, Inc. to operate and implement workforce and welfare programs as well as related programs in the six-member workforce development area.

7. JOINT UNDERSTANDING

The terms and conditions, which follow, reflect the joint understanding between the parties.

8. MEMBERSHIP

a. The Consortium shall consist of the six- (6) member governments represented by Council-elected officials designated to serve by their respective Commission, Board or Council (in the case of the City of Jacksonville). The elected official may designate an alternate to serve in the elected official's absence. The alternate shall also be either the chief elected official or an elected official to the Board, Commission, or Council of the member government.

b. The officers of the Consortium shall include a chair, a vice chair, and a chairman pro tempore. These officers shall be elected from among and by the membership of the Consortium for a term of one year, consistent with the calendar year, but shall hold office until their successors are duly elected.

9. DUTIES AND RESPONSIBILITIES OF THE FIRST COAST WORKFORCE DEVELOPMENT CONSORTIUM

a. To appoint the members of the First Coast Workforce Development, Inc. ("FCWD Inc."), in accordance with the WIA, WAGES Act, and Attachment (1) of this Agreement. The FCWD Inc. Board shall consist of 64 members as provided for under the Workforce Investment Act, and the Workforce Florida Act.

i. The Consortium may add individual organizational representatives to the membership of FCWD Inc. as provided for under the WIA, provided that sufficient additional private sector appointments are made to assure a 51% private

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sector majority.

- ii. Nominations to FCWD Inc. shall be made in accordance with the WIA and such instructions as may be received from the Governor of the State of Florida
 - iii. The general purpose local government representatives on FCWD shall be the Chief Elected Officials (Mayor of Jacksonville and the Chairs of the County Commissions) or designee(s) from the counties in WDB region and such designees shall be appointed by the Chief Elected Officials. *However, no single local government elected official may represent a local government on both the Consortium and FCWD.*
- b. FCWD Inc. also serves as the local WAGES Coalition to appoint members to FCWD Inc. in accordance with the requirements for the establishment of a local WAGES Coalition in each Workforce Development Area pursuant to the Florida Work and Gain Economic Self-Sufficiency Act.
 - c. To select a grant recipient, and administrative entity to administer WIA and WAGES.
 - d. To enter into agreements with each other regarding the workforce development area, including the selection of one of the parties to the agreement to serve as the chief elected official for the area.
 - e. To determine the procedures for the development of the workforce investment plan as described in Section 117 of the WIA and the strategy to implement Florida's workforce development initiative within the area designated in Section 3 of this Agreement.
 - f. Together with FCWD, Inc., to approve the workforce investment and WAGES plans and modifications thereto.
 - g. 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 FCWD, Inc. role in approving expenditures.
 - h. To negotiate local performance with the Governor of the State of Florida.

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- i. To request waivers from the Governor for FCWD staff or Board to operate one stop centers or provide training.
- j. To appoint the members of the Youth Council in partnership with the Chair of FCWD, Inc. Board.
- k. To consult with the Governor on the local allocation formulas.
- l. To select one stop operators and providers in partnership with the FCWD, Inc. Board.
- m. To certify, designate and/or terminate one stop providers in partnership with the FCWD Inc. Board.
- n. To approve the FCWD Inc. Board budget for carrying out its duties.
- o. To provide oversight and guidance in conjunction with the FCWD Inc. Board.
- p. To serve on FCWD, Inc. as representatives of WIA and Welfare toWork or to appoint such other representatives as they deem appropriate.
- q. To accept responsibility for compliance and accountability for State and federal funds.
- r. To perform any other appropriate duties necessary for the accomplishment, and consistent with the purposes, of this Agreement, the WIA, WAGES Act, and Florida's workforce development initiative.

10. MEETINGS

- a. The chair shall preside at all Consortium meetings and shall perform all duties incident to that office. The vice chair shall preside in the absence of the chair and shall have the power to exercise and perform all duties of the chair. In the absence of both the chair and vice chair, the chair pro tempore shall 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

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d. A quorum at any Consortium shall consist of any four- (4) 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 Workforce Investment Act, the Welfare to Work grants, the Workforce Florida Act, the Work and Gain Economic Self Sufficiency Act, the Personal Responsibility and Work Opportunity Reconciliation Act, or other Workforce Development, Welfare Legislation or related grants and or by the State through Enterprise Florida and the State Workforce Development Board or through any other Federal, State or Local source. In addition, 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 WIA/WAGES, and Welfare to Work 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 WIA/WAGES and any other State and Federal grants or other funding which will further the purpose of the program. The above language does not preclude units of local government from expending funds under their jurisdiction on workforce development programs.

c. The Consortium is a governmental entity as defined in Chapter 768.28 Florida Statutes, and agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by the Consortium for which sovereign immunity is applicable. Nothing herein shall be construed as consent by a member of the Consortium as a political subdivision of the state of Florida to be sued by third parties in any matter arising out of this or any other contract, this agreement or any part thereof. The Consortium shall assume equal liability to the extent allowed and/or required by law for the operation of Federal and State Workforce Development

programs.

d. The Consortium shall purchase Insurance to indemnify itself and/or any of its members and any separate legal entity or contractors from any liability, which may attach due to its operation of WIA, WTW, WAGES or other Federal or State workforce development programs.

e. For WAGES purposes financial responsibility for acts of the administrative entity are assumed by FCWD Inc. The Consortium shall act as the fiscal agent only.

12. POWERS DELEGATED TO THE CONSORTIUM

The Consortium shall make all policy decisions except those which must be made in partnership with FCWD Inc. pursuant to the authorizing legislation under which grants are made available. Policy decisions shall include, but not be limited to those powers enumerated at Section 163.01(5), (6), and (7) of the Florida State Statutes, such as, but not limited to:

a. The power to create a separate legal administrative entity to carry out Consortium policies and perform as described in Chapter 163 of the Florida State Statutes, Sections 163.01(7) (b).

b. The Consortium may contract with any individual Consortium member for the provision of services to the Consortium pursuant to Section 163.01 (7) (b).

c. The manner in which accountability for fund expenditures shall be provided for including an independent audit to be done accordance with the Florida Statutes, and Federal OMB Circular A133.

d. The acceptance of grants, gifts, or other types of financial assistance as allowed by law.

e. The manner in which any fee for service income, unrestricted income or surplus funds may be expended.

i. Surplus funds, which are characterized as carry over moneys from one grant year to the next, shall be expended in accordance with USDOL or State instructions.

ii. Surplus funds, which may be characterized as

program income as defined by Federal or State regulations shall, be expended in accordance with applicable regulations.

iii. Any other surplus funds which do not have to be expended as per 1 and 2 above, or do not have to be expended in the furtherance of programs shall be expended in any manner which would further the public interest as it relates to welfare reform and workforce development, or may be used to repay debts of the Consortium. The decision as to how the expenditures shall be made shall be done at a regularly held public Consortium Meeting by motion and vote of the Council.

- f. Approval of contracts for training services, audit, monitoring upon recommendation of the FCWD Inc.
- g. Authorization of the Consortium Director who shall also be the President of FCWD, Inc., to negotiate, enter into and execute agreements following approval of the Consortium and FCWD Inc. as appropriate.
- h. Authorization of the Consortium Director to enter into and approve individual OJT, work experience, community work experience, and customized training or to delegate such responsibilities to the provider approved by the Consortium and FCWD Inc. for the provision of such services in accordance with policies to be established by FCWD Consortium, FCWD Inc., or FCWD President as appropriate.
- i. Authorization of the said Consortium Director to make purchases in accordance with the procurement and purchasing guidelines approved as a part of the FCWD Administrative Plan filed with the State. Purchases shall include services, supplies, consultant agreements, materials, equipment and leased space.
- j. Authorization of the said Consortium Director to make and issue policies and procedures
- k. Authorization of the said Consortium Director to make emergency decisions which may include the acceptance or application for grants or the entry into contracts or the expenditure of funds in emergency situations where a meeting of the Consortium and or the FCWD Inc. as appropriate cannot be called prior to the time that an action must be executed. Such actions shall be placed on the agenda of the next meeting of the Consortium and FCWD Inc. for ratification by the appropriate entity. All such contract,

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purchasing and expenditures shall be in accordance with established rules and governing State and federal policies and circulars.

l. The manner in which funds shall be disbursed or paid, including the manner in which funds shall be disbursed or paid by an administrative entity or one of the member governments charged with operating the programs of providing services contemplated by this Agreement.

m. The acquisition, ownership, custody, operation, maintenance, lease or sale of real or personal property subject to federal and State rules.

n. The disposition, diversion or distribution of any property acquired.

o. The composition, membership appointments, and organizational approval of any advisory bodies to the Consortium.

p. The manner in which staff shall be employed to carry out and serve Consortium objectives.

q. The appointment of the Director of the Consortium upon recommendation of FCWD Inc., and authorization of the FCWD President to draft personnel rules and policies which shall be approved by the Consortium upon recommendation of FCWD Inc. and which shall provide for the hiring of such staff as is necessary to carry out the duties and responsibilities of the Consortium and FCWD Inc. The FCWD President shall be responsible for the hiring and termination of staff in accordance with those policies.

i. Every other year a pay and classification study shall be initiated by the FCWD President through an independent third party in accordance with purchasing and procurement guidelines which shall examine the responsibilities and salaries of the staff to assure that they meet community norms and that they are competitive so as to attract skilled personnel to accomplish the purposes of the Consortium.

ii. A committee of FCWD Inc. may be established to review and make recommendations for staffing, pay and classification studies and benefits for Consortium staff.

r. To develop procedures and/or administrative rules to effectively carry out the Consortium's policies and decisions so long as they do not conflict with governing federal and state rules and regulations, Enterprise Florida and the State Workforce Development

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Board rules and regulations.

- i. Any other necessary and proper matters as they may arise and as agreed upon by the consortium members and member governments.

13. SIGNATORY

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

14. ALL 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.

15. 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.

16. NOTICE

Whenever any party desires to give notice unto any other party, notice must be given in writing sent by Certified United States Mail with Return Receipt Requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving such notice in compliance with the provision of this paragraph. For the present, the parties designate the following as the respective places for giving notice, to wit:

FOR:

Board of County Commissioners
Baker County, Florida

55 North 3rd Street
Macclenny, FL 32063

Board of County Commissioners
Clay County, Florida

477 Houston Street
Green Cove Springs, FL 32043

Office of the Mayor for the
City of Jacksonville, Florida

117 W. Duval Street
Jacksonville, FL 32202

Board of County Commissioners
Nassau County, Florida

P.O. Box 456
Fernandina Beach, FL 32034

Board of County Commissioners
Putnam County, FL

514 St. Johns Avenue
Palatka, FL 32177

Board of County Commissioners
St. Johns County, FL

P.O. Drawer 349
St. Augustine, FL 32085-0349

17. CONSTRUCTION

This Agreement shall be deemed to be a binding contract and shall be construed in accordance with and governed by the laws of the State of Florida.

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

19. 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.

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10/29/99

09/27/99

ATTEST: [Signature]
Clerk

DATE: 10-21-99

BY: [Signature]
Chairman

COUNTY OF NASSAU

ATTEST: [Signature]
Corporation Secretary

DATE: 10-28-99

BY: [Signature]
Mayor

CITY OF JACKSONVILLE

Commissioners

James B. Jett, Ex-Officio
Clerk to the Board of County

ATTEST: [Signature]
Clerk

DATE: September 28, 1999

BY: [Signature]
Chairman
Larry R. Lancaster, Chairman

COUNTY OF CLAY

ATTEST: [Signature]
Clerk

DATE: 10-19-99

BY: [Signature]
Chairman

COUNTY OF BAKER

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COUNTY OF PUTNAM

BY: Mark O. [Signature]
Chairman

DATE: 10-21-99

ATTEST: W. L. [Signature]
Clerk

COUNTY OF ST. JOHNS

BY: Marv [Signature]
Chairman

DATE: 10-20-99

ATTEST: Thomas King [Signature]
Deputy Clerk

REGIONAL

TOTAL 1 YEAR 2 YEAR 3 YEAR

Community College Presidents

2 1 1 2

Organized Labor

3 1 1 1

DLES Regional Administrator

1 1 1 1

Job Corps

1 1 1 1

Older Worker

1 1 1 1

United Way

1 1 1 1

Community Development Board/CBO

3 3 3 3

Other Local Planning, Coordinating Entity

1 1 1 1

DCF District Administrator

2 2 2 2

Vocational Rehabilitation

1 1 1 1

Private Sector Degree Granting

1 1 1 1

Private Sector Certificate Granting

1 1 1 1

TOTAL

18

BAKER COUNTY

Private Sector

2

School District Superintendent

1

LEO

1

TOTAL

4

CLAY COUNTY

Private Sector

5

School District Superintendent

1

LEO

1

TOTAL

7

DUVAL COUNTY

Private Sector

15

School District Superintendent

1

LEO

1

TOTAL

17

NASSAU COUNTY

Private Sector

3

School District Superintendent

1

LEO

1

TOTAL

5

PUTNAM COUNTY

Private Sector

4

School District Superintendent

1

LEO

1

TOTAL

6

ST. JOHNS COUNTY

Private Sector

5

School District Superintendent

1

LEO

1

TOTAL

7

GRAND TOTAL

64 27 16 21

First Coast 
Workforce Development, Inc.

Building Tomorrow's Workforce Today

99 NOV -2 PM 1:20
COUNTY CLERK'S OFFICE

November 1, 1999

The Honorable J.H. "Pete" Cooper
Nassau County Commissioner
P.O. Box 456
416 Centre Street
Fernandina Beach, FL 32035

Dear Commissioner Cooper:

Enclosed for your records is a fully executed copy of the INTERLOCAL AGREEMENT CREATING THE FIRST COAST WORKFORCE DEVELOPMENT CONSORTIUM for Workforce Development Region 8. This agreement was made and entered into pursuant to the authority under Section 163.01 Florida Statutes, by and between the six counties of Baker, Clay, Duval, Nassau, Putnam and St. Johns.

Thank you for your assistance in this matter. We look forward to working with you in the coming year. If you have any questions, give me a call at 904/213-3050, ext. 133.

Sincerely,



Lynn H. Grafel
President



Enclosure
LHG:dn