

**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, and Public Law 105-220 the Workforce Investment Act of 1998, Title I, Section 117 2(c), 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 1998 ("WIA"), established a program to provide universal access to workforce development services for the citizens of Northeast Florida; and,

WHEREAS, Workforce Florida, Inc. ("WFB") was created by the Legislature in 2000, 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 Workforce Innovation Act 2000 ("WI-2000"); 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 (WIA), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 ("PRWOR-1996"), the WI-2000, 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;

Approved: June 20, 2002

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, (WIA) the (PRWOR-1996) and (WI-2000).

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 <sup>rd</sup> 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 (a)(1.) (A)(i)(ii) of Title 1 of the WIA, (WI-2000) and Florida's workforce development initiatives as designated by the (WFB) 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, WI-2000, the PRWOR-1996 and the Workforce Florida Act programs as well as any other rules and regulations both 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, WI-2000, and Attachment (1) of this Agreement. The FCWD Inc. Board shall consist of 33 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 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. To select a grant recipient, and administrative entity to administer WIA and WI-2000.
- c. 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.
- d. 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.
- e. Together with FCWD, Inc., to approve the Local Workforce Investment Plan and modifications thereto.
- f. 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.
- g. To negotiate local performance with the Governor of the State of Florida.
- h. To request waivers from the Governor for FCWD staff or Board to operate one stop centers or provide training.
- i. To appoint the members of the First Jobs/First Wages Committee in partnership with the Chair of FCWD, Inc. Board.
- j. To consult with the Governor on the local allocation formulas.
- k. To select one stop operators and providers in partnership with the FCWD, Inc. Board.
- l. To certify, designate and/or terminate one stop providers in partnership with the FCWD Inc. Board.

- m. To approve the FCWD Inc. Board budget for carrying out its duties.
- n. To provide oversight and guidance in conjunction with the FCWD Inc. Board.
- o. To serve on FCWD, Inc. as representatives of WIA and WI-2000 or to appoint such other representatives as they deem appropriate.
- p. To accept responsibility for compliance and accountability for State and federal funds.
- q. To perform any other appropriate duties necessary for the accomplishment, and consistent with the purposes, of this Agreement, the WIA, WI-2000, 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
- 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 WIA, the Welfare to Work ("WTW") grants, the WI-2000, the WPRWOR-1996, or other Workforce Development, Welfare Legislation or related grants and or by the State through WIB 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/WI-2000, 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/WI-2000 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, WI-2000 or other Federal or State workforce development programs.

e. For WI-2000 (Temporary Assistance to Needy Families portion) 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 in accordance with the Florida Statutes, and Federal OMB Circular A133 and A-122.

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. Authorization of the Consortium Director who shall also be the President and CEO of FCWD, Inc., to negotiate, enter into and execute agreements following approval of the Consortium and FCWD Inc. as appropriate.

g. 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.

h. 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.

i. Authorization of the said Consortium Director to make and issue policies and procedures.

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

k. 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.

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

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

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

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

p. The appointment of the Director of the Consortium upon recommendation of FCWD Inc., and authorization of the FCWD President and CEO 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 and CEO 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 and CEO 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.

q. 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, and WIB 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 3<sup>rd</sup> 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.

**[The remainder of this page is intentionally left blank.]**

		<b>NEW</b>	<b>CURRENT</b>
<b>Regional</b>	<b>Veterans Representative</b>	<b>1</b>	<b>1</b>
<b>Appointments</b>	<b>Community College Presidents</b>	<b>1</b>	<b>2</b>
	<b>Organized Labor</b>	<b>3</b>	<b>3</b>
	<b>DCF District Administrator</b>	<b>1</b>	<b>2</b>
	<b>Disabilities Representative</b>	<b>1</b>	<b>1</b>
	<b>Private Sector Degree Granting</b>	<b>1</b>	<b>1</b>
	<b>Private Sector Certificate Granting</b>	<b>1</b>	<b>1</b>
	<b>School Superintendent</b>	<b>1</b>	<b>6</b>
	<b>AWI/DLES Regional Administrator</b>	<b>1</b>	<b>1</b>
	<b>Job Corp</b>	<b>0</b>	<b>1</b>
	<b>Older Worker</b>	<b>1</b>	<b>1</b>
	<b>United Way</b>	<b>0</b>	<b>1</b>
	<b>CBO</b>	<b>0</b>	<b>3</b>
	<b>Other Local Planning</b>	<b>0</b>	<b>1</b>
	<b>LEO</b>	<b>0</b>	<b>6</b>
<b>Total</b>		<b>12</b>	<b>31</b>
<b>Baker County</b>	<b>Private Sector</b>	<b>2</b>	<b>2</b>
<b>Clay County</b>	<b>Private Sector</b>	<b>3</b>	<b>5</b>
<b>Duval County</b>	<b>Private Sector</b>	<b>9</b>	<b>15</b>
<b>Nassau County</b>	<b>Private Sector</b>	<b>2</b>	<b>3</b>
<b>Putnam County</b>	<b>Private Sector</b>	<b>2</b>	<b>4</b>
<b>St. Johns County</b>	<b>Private Sector</b>	<b>3</b>	<b>5</b>
<b>Total</b>		<b>21</b>	<b>34</b>
<b>GRAND TOTAL</b>		<b>33</b>	<b>65</b>

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COUNTY OF BAKER

BY: Mark Hartley Chairman

DATE: 7-15-02

ATTEST: AL Fraser Clerk

COUNTY OF CLAY

BY: Patrick O'Meara Chairman

DATE: 7-24-02

ATTEST: Katrina Wilkin Clerk

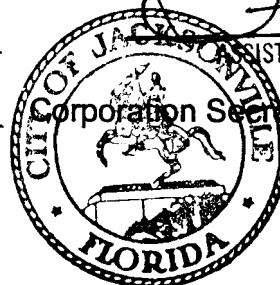
CITY OF JACKSONVILLE

BY: J. J. [Signature] Mayor

DATE: 9-16-02

ATTEST: Gene McArthur

FORM APPROVED



ASSISTANT GENERAL COUNSEL

Corporation Secretary

COUNTY OF NASSAU

BY: Nick D. Deoras Chairman

DATE: July 1, 2002

ATTEST: J.M. "Chip" Oxley, Jr. Clerk

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COUNTY OF PUTNAM

BY: Brad Paul Chairman

DATE: 8-13-02

ATTEST: Donna Wheeler, Deputy Clerk

COUNTY OF ST. JOHNS

BY: James E. Bryant Chairman

DATE: July 10, 2002

ATTEST: Cheryl Strickland, Clerk Clerk

Patricia DeGrande  
Deputy Clerk



2141 Loch Rane Blvd., Suite 107  
Orange Park, Florida 32073  
(904) 213-3050  
(904) 272-8927 fax  
www.worksourcefl.com

September 20, 2002

County Commission  
Nassau County Courthouse  
P O Box 456  
Fernandina Beach, Florida 32035

Enclosed is your original copy of the INTERLOCAL AGREEMENT CREATING THE FIRST COAST WORKFORCE DEVELOPMENT CONSORTIUM. It has been signed by all partners. Thank you again for all your help in getting this approved by your commission and signed.

If you have any questions, give me a call - 904-213-3800 ex 2006.

Sincerely,

  
Becky Hunt

Enclosure