RESOLUTION NO. 2016-170

A RESOLUTION OF ST. JOHNS COUNTY, FLORIDA APPROVING THE INTERLOCAL AGREEMENT THAT CONTINUES THE COUNTY AS A MEMBER OF THE FIRST COAST WORKFORCE DEVELOPMENT CONSORTIUM; AUTHORIZING THE CONSORTIUM TO ACT ON THE COUNTY'S BEHALF IN THE CONTINUATION OF AN AREA WORKFORCE DEVELOPMENT PLAN IN ACCORDANCE WITH THE INTERLOCAL AGREEMENT; AUTHORIZING EXECUTION OF THE INTERLOCAL AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED BY THE ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS:

SECTION 1. AUTHORITY FOR THE RESOLUTION. This Resolution is adopted pursuant to the provisions of section 125.01 and Part I of Chapter 163, Florida Statutes.

SECTION 2. FINDINGS. St. Johns County, Florida (the "County"), does hereby find and determine that:

(A) The County desires to be included in an area workforce development plan to avail it citizens of the benefits of the United States Workforce Innovation and Opportunities Act.

(B) The County desires to continue as a member of the First Coast Workforce Development Consortium.

(C) In order to properly memorialize the continuation of the County to membership in the First Coast Workforce Development Consortium, it is necessary and desirable for the County to authorize, execute, and deliver the Interlocal Agreement Continuing the First Coast Workforce Development Consortium (the "Interlocal Agreement"), the form of which is attached hereto as Exhibit A.

SECTION 3. THE APPROVAL OF THE INTERLOCAL AGREEMENT. The form, terms and provisions of the Interlocal Agreement, submitted to this meeting, attached hereto as Exhibit A is intended to set the terms and conditions for the First Coast Workforce Development Consortium to act on behalf of the County in the continuation of the multi-jurisdictional consortium. The form, terms and provisions of the Interlocal Agreement are hereby approved and the Chair of the Board of County Commissioners of the County and Clerk of the County are hereby authorized to execute and deliver said Interlocal Agreement in its name on behalf of the County.

SECTION 4. FILING OF INTERLOCAL AGREEMENT. The County Clerk is hereby directed to file the Interlocal Agreement with the Clerk of the Circuit Court in Clay County, Florida as required by Section 163.01(11), Florida Statutes.

SECTION 5. SEVERABILITY AND INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof or of the Interlocal Agreement.

SECTION 6. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida this 21st day of June, 2016.

BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA

Jeb S. Smith,
Chair

ATTEST: Hunter S. Conrad, Clerk

Deputy Clerk

RENDITION DATE 6/23/16

INTERLOCAL AGREEMENT CONTINUING
THE
FIRST COAST WORKFORCE DEVELOPMENT CONSORTIUM

This Interlocal Agreement (hereinafter "Agreement") to continue the First Coast Workforce Development Consortium ("Consortium"), originally established in 2002, is made and entered into pursuant to the authority under Section 163.01, Florida Statutes, 29 U.S.C. 3101, and United States Public Law 113-128 the Workforce Innovation and Opportunities Act, 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 adopting a resolution approving this Agreement.

WITNESSETH

WHEREAS, U.S. Public Law 113-128 (the "Act") enacted by the U.S. Congress effective July 2014, which Act is known as the Workforce Innovation and Opportunities Act (WIOA), established a program to provide universal access to workforce development services and 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 for the citizens of Northeast Florida; and

WHEREAS, the WIOA replaces the Workforce Investment Act of 1998 under which Federal job training monies were administered and the adoption of the WIOA necessitates the amendment of the Interlocal Agreement which created the Consortium; and

WHEREAS, CareerSource Florida (CSF) was created by the Florida Legislature in 2015, was designated by the Governor to lead the design and direct Florida's workforce development strategy and to designate Local Workforce Development Boards 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 were designated by the Governor of the State of Florida, to form a six-county workforce development area ("LWDB"); and

WHEREAS, the Board of County Commissioners and the City of Jacksonville of each of the parties to this Agreement desire that its county be included in an area workforce development plan to avail its citizens of the benefits of the WIOA; and

WHEREAS, the WIOA requires an agreement be entered into between the general purpose governmental jurisdictions which comprise the workforce development/investment area; and

WHEREAS, the governing bodies to this Agreement desire 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 WIOA, the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 ("PRWOR-1996"), WI-2000, and such other funding sources as may be available to support workforce activities; and

WHEREAS, the governing bodies of the LWDB area formed 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. CONTINUATION OF THE FIRST COAST WORKFORCE DEVELOPMENT CONSORTIUM

   a. A multi-jurisdictional consortium called the "First Coast Workforce Development Consortium" or "Consortium" shall continue for the express purpose of carrying out the individual responsibilities of each party to this Agreement under the WI-2000, WIOA and PRWOR-1996.

   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 each County's representative on the Consortium; however, any such Board of County Commission 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 on behalf of 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 party 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:

Name	Address
Board of County Commissioners Baker County, Florida	55 North 3rd Street Macclenney, Florida 32063

Board of County Commissioners Clay County, Florida	477 Houston Street Green Cove Springs, Florida 32043
Mayor, City of Jacksonville Jacksonville (Duval County), Florida	117 West Duval Street Jacksonville, Florida 32202
Board of County Commissioners Nassau County, Florida	P.O. Box 456 Fernandina Beach, Florida 32034
Board of County Commissioners Putnam County, FL	514 St. Johns Avenue Palatka, Florida 32177
Board of County Commissioners St. Johns County, FL	P.O. Drawer 349 St. Augustine, Florida 32085-0349

3. CONSIDERATION

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 SERVED BY THIS AGREEMENT

a. The geographical area served by this Agreement is the combined geographical areas of each of the six member counties (including the consolidated City of Jacksonville on behalf of Duval County) which are parties to this Agreement, whose geographical areas are contained in the legal description found in Chapter 7, Florida Statutes.

b. Pursuant to the Governor's designation, the six members constituting the First Coast Workforce Development Consortium and First Coast Workforce Development, Inc. shall be the LWDB area as provided for in Section 107 (c)(1)(B)(i)(I)(II)(ii), Florida Statutes, 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

The Consortium intends to incorporate into this Agreement the duties and obligations governing programs under WIOA, WI-2000, and the PRWOR-1996 programs as well as any other applicable state and federal rules and regulations.

6. CREATION OF ADMINISTRATIVE ENTITY

Pursuant to Section 163.01(7), Florida Statutes, the Consortium employs 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 following terms and conditions reflect the joint understanding between the parties.

8. MEMBERSHIP

a. The Consortium consists 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 chair pro tempore. These officers shall be elected from among and by the membership of the Consortium for a term of one calendar year, but shall hold office until a successor is 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 WIOA, WI-2000, and Attachment (1) of this Agreement. The FCWD, Inc. Board shall consist of members as provided for under WIOA.

i. The Consortium may add individual organizational representatives to the membership of FCWD, Inc. as provided for in WIOA, provided 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 WIOA 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 LWDB area. *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 WIOA 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. Together with FCWD, Inc., to approve the Local Workforce Investment Plan and modifications thereto.

e. 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.

f. To approve Memorandum of Understanding (MOU) between FCWD and one-stop partners.

g. To approve the FCWD, Inc. Board budget for carrying out its duties.

h. To provide oversight and guidance in conjunction with the FCWD, Inc. Board.

i. To accept responsibility for compliance and accountability for State and federal funds.

j. To perform any other appropriate duties necessary for the accomplishment, and consistent with the purposes, of this Agreement, the WIOA, WI-2000, and Florida's workforce development initiative.

10. MEETINGS

a. The chair shall preside over 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 meeting 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 WIOA, the WI-2000, or other Workforce Development, Welfare Legislation or related grants and or by the State through the LWDB or through any other Federal, State or Local source. Additionally, 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 WIOA/WI-2000, 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 WIOA/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 local governments from expending funds under their jurisdiction on workforce development programs.

c. The Consortium is a governmental entity as defined in Section 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 liability, which may attach due to its operation of WIOA, 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 OF 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 Sections 163.01(5),(6), and (7), Florida Statutes, including, 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 and Section 163.01(7)(b), Florida Statutes..

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), Florida Statutes.

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 Circular 2-CFR-200 or any subsequent revision or update.

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 paragraphs i and ii 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 scheduled public Consortium Meeting by motion and majority 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 and CEO 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 Incumbent Worker Training, 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, 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 policies, the LWDB rules and regulations.

s. 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 12.b. above. In the absence of the chair, any of the other members may sign for the Consortium in the chair's stead.

14. 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, Florida	514 St. Johns Avenue Palatka, FL 32177
Board of County Commissioners St. Johns County, Florida	500 San Sebastian View St. Augustine, FL 32084

17. CONSTRUCTION

This Agreement is intended to be legally binding 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 by a court of competent jurisdiction, 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.

20. COUNTERPARTS

This Agreement may be executed in counterparts, and each counterpart, when executed shall have the efficacy of a signed original. True and correct copies of such signed counterparts may be used in lieu of the originals for any purpose.

[The remainder of this page is intentionally left blank]

Baker County, Florida

By: _____

Date: _____

Attest: _____
Clerk

Clay County, Florida

By: _____

Date: _____

Attest: _____
Clerk

City of Jacksonville, Florida

By: _____
Mayor

Date: _____

Attest: _____
Clerk

Nassau County, Florida

By: _____

Date: _____

Attest: _____
Clerk

Putnam County, Florida

By: _____

Date: _____

Attest: _____
Clerk

St. Johns County, Florida

By: _____

Date: _____

Attest: Hunter Conrad, Clerk

_____
Deputy Clerk