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CAROLYN TIMMANN MARTIN COUNTY CLERK
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**INTERLOCAL AGREEMENT AMONG INDIAN RIVER,
MARTIN, AND ST. LUCIE COUNTIES ESTABLISHING THE
TREASURE COAST WORKFORCE CONSORTIUM AND THE
WORKFORCE DEVELOPMENT BOARD OF THE TREASURE COAST**

THIS INTERLOCAL AGREEMENT, is made and entered into pursuant to the authority of Section 163.01, Florida Statutes, by and between Indian River County, Martin County and St. Lucie County, each a political subdivision of the State of Florida.

WITNESSETH:

WHEREAS, Public Law 113-128, enacted by the Congress of the United States effective July 22, 2014, which act is known as the "Workforce Innovation and Opportunity Act" (hereinafter called the "WIOA"), the purpose of which is to help job seekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy; and

WHEREAS, the WIOA replaces the Workforce Investment Act of 1998 and retains and amends the Adult Education and Family Literacy Act, the Wagner-Peyser Act, and the Rehabilitation Act of 1973: and

WHEREAS, the WIOA makes state and local boards more agile and well-positioned to meet local and regional employers' workforce needs; and

WHEREAS, the WIOA maintains a Governor's ability to identify regions within his or her state by aligning local areas into regions for coordinated planning and service delivery strategies and further provides that a consortium of units of general local government may constitute such a workforce planning area; and

WHEREAS, WIOA promotes alignment of workforce development programs with regional economic development strategies to meet the needs of local and regional employers; and

WHEREAS, the Board of County Commissioners of each of the parties to this Agreement desires that its county be included in a regional workforce development system for its citizens to benefit from the WIOA; and

WHEREAS, the WIOA requires local Workforce Development Boards (WDB) to coordinate and align workforce programs to provide coordinated, complementary, and consistent services to job seekers and employers; and

**JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY**
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WHEREAS, it is the responsibility of the Board of County Commissioners of each county in the region to appoint members to the WDB in accordance with the WIOA and an agreement entered into by the Board of County Commissioners of each county; and

WHEREAS, it is the responsibility of the WDB, in accordance with an agreement with the Board of County Commissioners of each county in the region, to determine procedures and select an entity to develop a workforce development strategic plan, and select a grant recipient and entity to administer the plan; and

WHEREAS, the plan must be approved and submitted jointly by the WDB and the Board of County Commissioners of each county in the region.

NOW, THEREFORE, the parties hereto agree as follows:

1. Repeal of Existing Interlocal Agreements

Any and all prior existing interlocal agreements establishing the Treasure Coast Workforce Consortium and the Workforce Development Board of the Treasure Coast between the parties and Okeechobee County are hereby repealed upon the effective date of this Agreement.

2. Establishment of Treasure Coast Workforce Consortium

There is hereby established a multijurisdictional arrangement (hereinafter called the "Treasure Coast Workforce 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 WIOA. The Treasure Coast Workforce Consortium shall consist of three (3) members. The Chairman of the Board of County Commissioners of each county shall serve as his/her County's representative on the Treasure Coast Workforce Consortium; however, provided that any such Chairman of a Board of County Commissioners may designate another member of his/her County Commission to attend meetings of the Treasure Coast Workforce Consortium on his/her behalf, and any such designated member of a County Commission shall have full voting rights and privileges.

3. Identification of 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 spend 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	1801 27 th Street
Indian River County, Florida	Vero Beach, FL 32960

quorum for the transaction of business. At all meetings of the Treasure Coast Workforce Consortium at which a quorum is present, all matters shall be decided by the vote of a majority of the members of the Treasure Coast Workforce Consortium.

9. Establishment, Composition, and Appointment of the Workforce Development Board

There is hereby established a Workforce Development Board, which shall be constituted in accordance with the requirements of Section 107 of Title I of the WIOA and this Section 9 of this Agreement (hereinafter called the "Workforce Development Board of the Treasure Coast"). The initial number of members of the Workforce Development Board of the Treasure Coast shall be twenty-one (21). Thereafter, the number of members of the Workforce Development Board shall be determined by the Workforce Development Board.

Members shall be appointed for fixed and staggered terms and may serve until their successors are appointed. After the initial staggered terms, terms of Workforce Development Board members shall be three (3) years. Any vacancy in the membership of the Workforce Development Board shall be filled in the same manner as the original appointment. Members may be reappointed for successive terms if the sponsoring organization agrees. Any member of the Workforce Development Board may be removed for cause in accordance with procedures established by the Workforce Development Board.

A majority of the Workforce Development Board shall be representatives of the private sector, who shall be owners of businesses, chief executives or chief operating officers of businesses, and other business executives or employers with optimum policy-making or hiring authority or who represent businesses with employment opportunities that reflect the employment opportunities of the local area.

Private sector nomination, and the individuals selected by the Treasure Coast Workforce Consortium from such nominations, shall reasonably represent the industrial and demographic composition of the business community. The Chairman of the Workforce Development Board shall be selected from among members of the Board who are representatives of the private sector.

The private sector representatives on the Workforce Development Board shall be selected by the Treasure Coast Workforce Consortium from individuals nominated by general-purpose business organizations, such as chambers of commerce, economic development agencies, business councils, and business trade organizations, as follows:

(1) All nominations to the Workforce Development Board must be the CEO, or manager or equivalent of their organization whether private or public.

(2) The education representatives on the Workforce Development Board shall be selected by the Treasure Coast Workforce Consortium from individuals nominated by regional or local educational agencies, institutions or organizations representing such local educational entities.

(3) The labor representatives on the Workforce Development Board shall be selected by the Treasure Coast Workforce Consortium from individuals nominated by local labor organizations.

(4) The rehabilitation agency representatives on the Workforce Development Board shall be selected by the Treasure Coast Workforce Consortium from the individuals nominated by local rehabilitation agencies.

(5) The community-based organization representatives on the Workforce Development Board shall be selected by the Treasure Coast Workforce Consortium from the individuals nominated by local community-based organizations.

(6) The economic development agency representatives on the Workforce Development Board shall be selected by the Treasure Coast Workforce Consortium from the individuals nominated by local economic development agencies.

(7) The one-stop representatives on the Workforce Development Board shall be selected by the Treasure Coast Workforce Consortium from individuals representing one-stop partners.

(8) Other individuals or representatives of other entities may be included as the Workforce Development Board may determine to be appropriate and are so appointed by the Treasure Coast Workforce Consortium.

10. Workforce Development Area Designation.

Pursuant to the designation by the Governor, the three (3) counties constituting the Treasure Coast Workforce Consortium shall be the Treasure Coast Workforce Development Region, previously a substate service delivery area under the Workforce Innovation Act, as provided for in Section 107 of Title I of the WIOA for the geographical area covered by this Agreement.

11. No Local Funds Required of Counties

No funds will be mandated from the treasuries of any of the parties to this Agreement for implementation of the WIOA, it being the intent hereof that all funding of the WIOA shall be accomplished entirely by grants pursuant to the WIOA and any other available State or Federal grants.

12. Duration of Agreement

This Agreement shall have the duration equal to the period that the Treasure Coast Workforce Development region designation remains in effect for the geographical area covered by this Agreement. 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 shall not be affected by the withdrawal of one (1) or more parties to this Agreement.

13. Effective Date

This Agreement shall be effective when executed by the parties hereto and when a copy of this Agreement has been filed with the Clerks of the Circuit Courts of the respective counties.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement.

DULY EXECUTED by INDIAN RIVER COUNTY this 19th day of January 2016.

BOARD OF COUNTY COMMISSIONERS - INDIAN RIVER COUNTY, FLORIDA

Leona Allen, D.C.
Jeffrey R. Smith, Clerk of the Circuit Court
And Comptroller

Bob Solari
Bob Solari, Chairman

Approved as to form and legal sufficiency:

William K. DeBraal
William K. DeBraal, Deputy County Attorney



DULY EXECUTED by MARTIN COUNTY this 9th day of February, 2016.

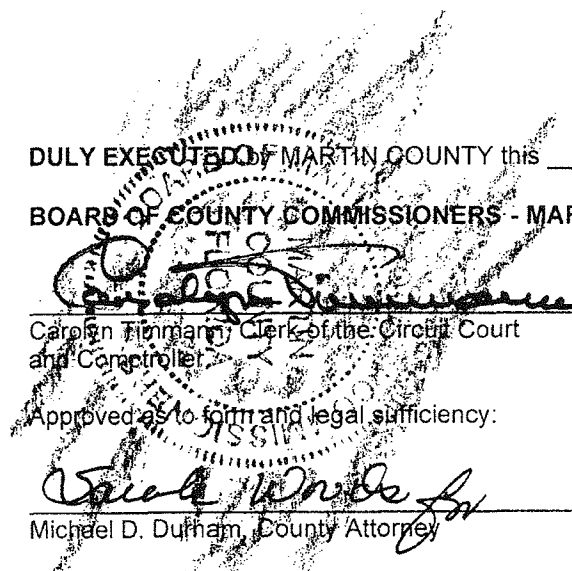
BOARD OF COUNTY COMMISSIONERS - MARTIN COUNTY, FLORIDA

Carolyn Finnamore
Carolyn Finnamore, Clerk of the Circuit Court
and Comptroller

Anne Scott
Anne Scott, Chair

Approved as to form and legal sufficiency:

Michael D. Durham
Michael D. Durham, County Attorney



DULY EXECUTED by ST. LUCIE COUNTY this 26 day of JANUARY, 2016

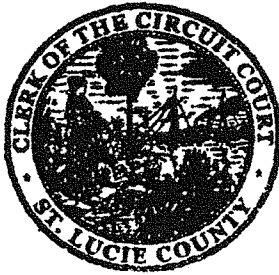
BOARD OF COUNTY COMMISSIONERS - ST. LUCIE COUNTY, FLORIDA

[Signature]
Deputy Clerk of the Circuit Court

[Signature]
Kim Johnson, Chairman

Approved as to form and legal sufficiency:

[Signature]
Asst. County Attorney



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