

INTERLOCAL AGREEMENT BETWEEN
THE ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS
AND
THE BRADFORD COUNTY BOARD OF COUNTY COMMISSIONERS
AND
THE COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
AND
THE DIXIE COUNTY BOARD OF COUNTY COMMISSIONERS
AND
THE GILCHRIST COUNTY BOARD OF COUNTY COMMISSIONERS
AND
THE UNION COUNTY BOARD OF COUNTY COMMISSIONERS
REGARDING LOCAL WORKFORCE DEVELOPMENT AREA 26

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into pursuant to the authority of section 163.01, Florida Statutes, 29 USCS 53101 - 53361, United States Public Law 113-128 the Workforce Innovation and Opportunities Act, and Chapter 445, Florida Statutes, by and between Alachua County, a charter county and a political subdivision of the State of Florida, and Bradford County, a political subdivision of the State of Florida, and Columbia County a charter county and a political subdivision of the State of Florida, and Dixie County a political subdivision of the State of Florida, and Gilchrist County a political subdivision of the State of Florida, and Union County a political subdivision of the State of Florida, (hereinafter, Alachua County, Bradford County, Columbia County, Dixie County, Gilchrist County and Union County are collectively referred to herein as the "Parties" or individually as a "Party").

WHEREAS, the Governor of the State of Florida wishes the existing workforce development areas known as Region 9, consisting of Alachua County and Bradford County and Region 7, consisting of Columbia County, Dixie County, Gilchrist County and Union County to realign their boundaries to create a new workforce development area consisting of all six counties in accordance with the Workforce Innovation and Opportunity Act of 2014, United States Public Law 113 - 128 ("WIOA"); and

WHEREAS, directed by the REACH Act, approved by the CareerSource Florida Board of Directors and affirmed by Governor Ron DeSantis, the three-pillar Florida Workforce System Transformation Plan advances alignment and consolidation of local workforce development boards in Region 7 and Region 9; requires system-wide improvements for enhanced customer consistency and better leveraging of public funds; and guides regional planning to support workforce system alignment with education and economic development and optimize opportunities for regional economic growth; and

WHEREAS, the counties are agreeable to the formation of a new workforce development area of the Region 7 and Region 9 workforce development areas into the North Central Florida Workforce Development Area ("NCFWDA") to be known as CareerSource North Central Florida, LWDB 26, and

WHEREAS, WIOA requires that where a workforce development area is comprised of more than one unit of local government, those governmental units must enter into an agreement that specifies the respective roles of the individual chief elected officials of each general-purpose unit of government; and

WHEREAS, the Parties wish to enter into an interlocal agreement for the purpose of establishing a multi-jurisdictional arrangement to carry out the individual responsibilities of each Party under WIOA; and

WHEREAS, section 163.01, Florida Statutes, provides for local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage to provide services and facilities pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities through an interlocal agreement; and

WHEREAS, it is the desire of the Parties to state the powers to be exercised under this Agreement and the method by which the Parties to this Agreement will accomplish the purpose under this Agreement and the manner in which the powers will be exercised; and

NOW, THEREFORE, in consideration of the mutual promises and the conditions herein set forth, and pursuant to section 163.01, Florida Statutes, the Parties agree as follows:

1. Definitions.

- A. "Administrative Entity" means the staff of Alachua County serving in its capacity as the administrative entity to CSNCFL, which includes serving as staff to the Council and LWDB 26, performing the duties and responsibilities of the CSNCFL Chief Executive Officer, providing career and business services under the grants awarded and such other services as more particularly described in this Agreement.

- B. "Agreement" means this Interlocal Agreement, including any amendments or supplements hereto executed and delivered in accordance with the terms hereof.
- C. "Attorney" means the chief legal officer of CSNCFL referenced in Section 12 hereof.
- D. "CSNCFL" and "CareerSource NCFL" means CareerSource North Central Florida, which refers to the Council, LWDB 26, their career centers, and the Administrative Entity in accordance with the Brand Standards Manual dated August 2015 adopted and published by CareerSource Florida.
- E. "CSNCFL Chief Executive Officer" means the Alachua County employee selected to assist LWDB 26 in carrying out the functions described in 29 USCS S3122(d) and to also assist the Council in carrying out its functions as set forth in this Agreement, and as more specifically referenced in Section 9 hereof.
- F. "CLEO" means the Chief Local Elected Officials designated in Section 5 hereof, who are also referred to in WIOA as the chief elected official.
- G. "Council" means the CareerSource North Central Florida Workforce Development Council referenced in Section 5 hereof.
- H. "EOO" means the Equal Opportunity Officer referenced in Section 11 hereof.
- I. "Fiscal Agent" means Alachua County, which is herein designated with the responsibilities and functions as referenced in Section 10 hereof, including those described in 20 CFR 679.420(b).
- J. "LWDB 26" means Local Workforce Development Board 26, which is the local workforce development board for the NCFWDA, to be comprised of members appointed by the Council in accordance with Section 14 hereof.
- K. "NCFWDA" means the North Central Florida Workforce Development Area consisting of the geographic boundaries of Alachua County, Bradford County, Columbia County, Dixie County, Gilchrist County and Union County, whose boundaries are contained in the legal descriptions found in Chapter 7 Florida Statutes, and designated by the Governor of the State of Florida as a local area pursuant to 29 USCS 53121; also known as Local Workforce Development Area 26 or "LWDA 26".
- L. "Program Year" means the 12-month period between July 1 and June 30 each year.

M. "Fiscal Year" means the 12-month period between October 1 and September 30 each year.

N. "State" means the State of Florida.

O. Except as otherwise expressly provided herein, the definitions set forth in 29 USCS 53102 are hereby adopted and incorporated by reference herein.

2. Purpose

The purpose of this Agreement is to establish the authorities and responsibilities between the Parties required for the implementation of programs and services in accordance with WIOA and such other workforce federal, state, and other nongovernmental grants and revenues which may be awarded to any entities created under this Agreement and to assure compliance with the rules and regulations applicable to such grants and awards.

3. Identification of the Parties to this Agreement.

Each Party to this Agreement is a county of the State and, as such, is a general-purpose political subdivision of the State. The Parties are more particularly identified as follows:

Board of County Commissioners
Alachua County, Florida
12 SE 1st Street 2nd Floor
Gainesville, FL 326012

Board of County Commissioners
Bradford County, Florida
P.O. Drawer B
Starke, FL 32091

Board of County Commissioners
Columbia County
135 NE Hernando Avenue, Suite 203
Lake City, FL 32056

Board of County Commissioners
Dixie County
214 NE 351 Hwy.
PO Box 2600
Cross City, FL 32628

Board of County Commissioners
Gilchrist County
209 SE 1st Street
Trenton, FL 32693

Board of County Commissioners
Union County
15 NE 1st Street
Lake Butler, FL 32054

4. Geographical Area to be Served by this Agreement.

The geographical area to be served by this Agreement is the entire geographical areas of Alachua County, Bradford County, Columbia County, Dixie County, Gilchrist County and Union County each of which are legally described in Charter 7, Florida Statutes, which legal descriptions are incorporated herein by reference.

5. Creation of a CSNCFL Council of Elected Officials

- A. There is hereby created a CSNCFL Council of Elected Officials ("Council") for the purpose of collectively carrying out the Parties' responsibilities under WIOA and such other workforce grants as may be awarded to CSNCFL. The Council shall consist of six members comprised of the Chairs of the respective Boards of County Commissioners comprising the CSNCFL Council of Elected Officials or such County Commissioner as is appointed by each of the respective Boards of County Commissioners comprising the CSNCFL Council of Elected Officials to serve on the Council. The members of the Council may not appoint proxies to serve on their behalf. New appointments shall be made when necessary to fill vacancies.
- B. The Council shall make all policy decisions for the NCFWDA except those which must be made in partnership with LWDB 26 pursuant to the authorizing legislation under which grants are made available and awarded to CSNCFL.
- C. In addition to any other powers granted to the Council by this Agreement, the Council shall have the following powers.
 - a. To apply for and accept grants, loans, and subsidies from any governmental entity for the purposes of workforce development, and to comply with all requirements and conditions imposed in connection therewith;
 - b. Adopt procedures and administrative rules to effectively carry out the Council's policies and decisions in a manner that does not conflict with applicable federal and State rules and policies;
 - c. To make and enter into contracts or other instruments necessary or convenient to exercise its powers;
 - d. To enter into agreements with other governmental entities within or outside the boundaries of NCFWDA for joint performance, or performance by one unit on behalf of the other, any of either entity's authorized functions;
 - e. To acquire, by purchase, gift, devise or otherwise, and to dispose of, real or personal property, or any estate therein, subject to compliance with all applicable federal and State statutes and regulations;
 - f. To sue and be sued in its own name, and to retain special counsel;

- g. To incur debts, liabilities, or obligations which do not constitute the debts, liabilities, or obligations of any of the Parties to the Agreement;
- h. To lease, as lessor or lessee, to or from any person, firm, corporation, association or body, public or private, facilities or property of any nature for the use of CSNCFL or any of its contractors, to carry out any of the purposes authorized by this Agreement;
- i. To approve Memorandum of Understanding (MOU) between the Administrative Entity and one-stop partners;
- j. To approve the CSNCFL's budget;
- k. To provide oversight and guidance to CSNCFL;
- l. To ensure that the Administrative Entity complies with all single audit requirements including 2 CRF 200 Part F and 218.39, Florida Statutes;
- m. To determine the manner in which funds shall be disbursed or paid, including the manner in which funds shall be disbursed or paid by CSNCFL;
- n. To determine the manner in which any fee for service income, unrestricted income or surplus funds may be expended, provided that:
 - i. Surplus funds that constitute carry over moneys from one grant year to the next, shall be expended in accordance with USDOL or State statutes and regulations;
 - ii. Surplus funds that constitute program income as defined by Federal or State regulations shall be expended in accordance with applicable statutes and regulations;
 - iii. Any other surplus funds which do not have to be expended as per subparagraphs i, and ii. above, or do not have to be expended in the furtherance of programs, shall be expended in any manner that would further the public interest as it relates to workforce development, or may be used to repay the debts of the Council. The decision as to how the expenditures shall be made shall be done at a public meeting of the Council by motion and majority vote of the Council;
- o. To authorize the CSNCFL Chief Executive Officer to enter into and approve Incumbent Worker Training, individual employer OJT agreements, work experience (internships) including transitional work experience and community work experience agreement, National Dislocated Worker Emergency Grants for Temporary Worker worksite agreements, and customized training agreements or to delegate such responsibilities to a provider approved by the

Council and LWDB 26 for the provision of such services in accordance with policies to be established by the Council, LWDB 26 or the CSNCFL Chief Executive Officer in accordance with the budget approved by the LWDB 26 and the Council, as appropriate;

- p. To authorize the CSNCFL Chief Executive Officer to negotiate, enter into and execute contracts and issue purchase orders following approval of the Council and LWDB 26, as appropriate;
 - q. To authorize the CSNCFL Chief Executive Officer to enter into contracts and make purchases in accordance with the procurement and purchasing guidelines approved as part of the CSNCFL Administrative Plan filed with the State. Purchases shall include services, supplies, consultant agreements, materials, equipment and leased space;
 - r. To authorize the CSNCFL Chief Executive Officer to draft rules, policies and procedures to be approved by the Council upon recommendation of LWDB 26;
 - s. To do all acts and things necessary or convenient for the conduct of its business in order to carry out the powers and duties provided in this Agreement; and
 - t. To the extent allowed by law and to the extent required to effectuate the purposes hereof, to exercise all privileged, immunities and exemptions accorded to the counties of the State under the provisions of the constitution and laws of the State
- D. At the beginning of each Program Year, the Council shall vote to select a Chair and Vice Chair of the Council from among its members, except the member appointed by Alachua County may not serve as the Chair. The Chair and Vice Chair shall serve for the entire Program Year. No counties member may serve as Chair more often than once every five Program Years.
- E. In the absence of the Chair of the Council, the Vice Chair of the Council shall act in his or her stead.
- F. The Chair of the Council, or in the Chair's absence the Vice Chair of the Council, is authorized to sign such documents requiring the signature of the Chair of the Council; except where documents are required to be approved by the Council prior to execution, they shall first be presented and approved by the Council at a meeting held in accordance with Chapter 286, Florida Statutes, and 445.007(1), Florida Statutes.
- G. The Council shall support its programs and any costs incidental to the operation of its programs by grant funds appropriated to it under WIOA, other Workforce Development or Welfare Legislation, or other grants by or through other federal, State or local sources. Additionally, the Council is authorized to accept any other

grants in aid or assistance funds from the United States Governments or to accept appropriations from any of the Parties, 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. No funds will be required from the treasuries of the Parties; it being the intent hereof that all funding of the workforce development initiatives and the Council be accomplished by grants and funds available pursuant to workforce development initiative programs, including but not necessarily limited to WIOA, other workforce development or welfare legislation and any other State and federal grants or other funding. Nothing set forth herein shall be deemed to prohibit a Party from voluntarily providing funding for said programs and the costs incidental to the operation of said programs, including but not limited to the costs of CSNCFL. The funding of workforce initiatives referenced above are meant to encompass administrative personnel cost and administrative non-personnel costs, and program personnel cost and program non-personnel costs.

- H. Council members may be reimbursed for travel and out of pocket expenses to the extent allowed by the authorizing legislation governing the funding stream from which reimbursement is sought. Reimbursement shall be in accordance with federal, State and local policies

6. Meetings of the Council.

- A. All meetings of the Council shall be subject to the Chapter 286, Florida Statutes, and 445.007(1), Florida Statutes.
- B. The Chair shall preside over meetings of the Council.
- C. A quorum at any Council meeting shall consist of at least three (3) members of the Council, one of whom must be the member appointed by Alachua County.
- D. Items coming before the Council shall require a 51% majority. Alachua County vote shall have a weight of 5 votes. Each of the other five counties shall have a weight of 1 vote. To move an item there will need to be an affirmative vote by the Council member representing Alachua County and an affirmative by one of the Council member representatives of a rural county comprising LWDA 26. If a member county, other than Alachua County, withdraws from this Agreement, the Alachua County member's vote will be automatically adjusted to constitute 50% of the total Council votes (e.g., If two counties withdraw, then Alachua County's vote shall be automatically reduced from 5 votes to 3 votes).
- E. Matters coming before the Council may be approved by motion and shall not require a formal Resolution.
- F. The Council may schedule and meet jointly with LWDB 26. Each entity shall separately vote on matters solely within their purview including items requiring joint approval. Meetings of the Council and meetings of LWDB 26, whether held

individually or jointly, shall not conflict with public meetings scheduled by any of the member counties' publicly noticed meetings of their respective Boards of County Commissioners except when the Council member notices CSNCFL via e-mail regarding their inability to attend and the Council member is not needed for purposes of a quorum.

7. Designation of the Grant Recipient. Subrecipient and Assignment of Liability and Title to Personal and Real Property.

- A. The Chair of the Council is authorized to request subsequent designations of the NCFWDA from the Governor of the State.
- B. The Council shall be the grant recipient for grants awarded to the NCFWDA.
- C. The Parties shall be liable for grant funds awarded to the Council or to CSNCFL as follows:
 - a. Alachua County shall bear the liability for 66% of the grant funds received.
 - b. Bradford County shall bear the liability for 6% of the grant funds received.
 - c. Columbia County shall bear the liability for 16% of the grant funds received.
 - d. Dixie County shall bear the liability for 4% of the grant funds received,
 - e. Gilchrist County shall bear the liability for 4% of the grant funds received,
 - f. Union County shall bear the liability for 4% of the grant funds received,
 - g. The allocation of liability set forth in Section 7.C. hereof shall be applicable only to grant funds awarded to NCFWDA on or after the Effective Date of the Interlocal Agreement. The Parties acknowledge that prior to the Effective Date of this Interlocal Agreement each was a member of one of two local workforce development areas. The Parties acknowledge and agree that nothing in this Interlocal Agreement is intended to assume, assign, effect, eliminate, or transfer any liability regarding grant funds awarded to either of those prior two local workforce development areas to the new NCFWDA; and each county shall remain liable for its share of liability, if any, for grant funds awarded to the prior local workforce development area to which it was a member.
 - h. If a member county wishes to opt out and give up their seat on the Council then Alachua shall continue to be liable for 66% of the grant funds received and the balance of the liability for the grant funds received shall be divided evenly among the remaining counties. In such instance, the seceding county shall no longer have a seat or a vote on the Council, the LWDA shall not be affected, and individuals of the seceding county shall continue to be able to access services and shall not be affected.

(Liability percentages based on latest population estimates from Florida Economic and Demographic Research (EDR))

- D. To the extent allowed by applicable law, Alachua County, in its capacity as the Administrative Entity for CSNCFL, shall be a subrecipient for all services provided through the Council or LWDB 26.
 - E. It is the intent of the Parties to this Agreement that initiatives, strategies, and programs that will further the purposes of this Agreement, and which will be implemented as a result of this Agreement, be funded through formula and discretionary workforce and other grants awarded to the Council, LWDB 26 or to the Administrative Entity.
 - F. The Council shall be responsible for deciding on a course of action or defense in the event of a misuse or other loss related to funds awarded to the Council, or the Administrative Entity.
 - G. To the extent that insurance is commercially available, CSNCFL shall purchase insurance to indemnify the Council and LWDB 26 (collectively, the "Insureds"), from all claims, damages, liability and losses that the Insureds may individually or collectively incur due to the operation of WIOA or other federal or state workforce development programs, including but not limited to claims or findings of: (i) misuse of grant funds, (ii) disallowed costs, (iii) mismanagement or (iv) other losses related to funds awarded to the Council and LWDB 26. To the extent that it is commercially available, said insurance shall waive rights to subrogate against the Council, LWDB 26, and the Council member counties.
 - H. Title to supplies, equipment, property real and personal, including computers, technology and software, as well as administrative, fiscal and program records purchased with grant funds awarded to the Council, LWDB 26 or the Administrative Entity, shall vest with the Council. In the event of the termination of this Agreement, title to the items listed herein shall vest proportionately the same as the assumed liability of grant awards.
8. The Administrative Entity for CSNCFL.
- A. The administrative entity created by LWDA 9 under the April 2020 Interlocal Agreement between Alachua County and Bradford County (the "Current A/E") shall continue to serve as the administrative entity of the CSNCFL Council of Elected Officials created under this Agreement and of LWDB 26. The Administrative Entity shall provide administrative entity services to the CSNCFL Council and to LWDB 26. The Council, LWDB 26, their career centers, and the Administrative Entity shall still collectively be known as CareerSource North Central Florida, and also as CareerSource NCFL and CSNCFL, in accordance with the Brand Standards Manual dated August 2015 adopted and published by CareerSource Florida.
 - B. Pursuant to and in accordance with §163.01(6), Florida Statutes, the Parties hereby designate Alachua County staff to serve as the Administrative Entity for

CSNCFL and to perform the following responsibilities: (i) serve as staff to the Council; (ii) serve as staff to LWDB 26; (iii) execute the duties and responsibilities associated with being administrative entity to a local workforce development board; (iv) provide One-Stop Career Services; and (v) implement the grants awarded to the Council, LWDB 26, and Alachua County in its capacity as the Administrative Entity for CSNCFL.

- C. The Administrative Entity shall implement the policies, decisions, actions and directives of the Council and LWDB 26 under the supervision and direction of the CSNCFL-Chief Executive Officer.
- D. The Administrative Entity shall use reasonable efforts, in accordance with all applicable Federal and State laws, to hire such employees of the former local workforce development area known as Region 7, to the extent that additional employees are needed to continue to provide services to the realigned LWDA 26 provided that said employees qualify for employment with Alachua County pursuant to Alachua County's employment policies. The employees of Region 7 that are hired by Alachua County shall be probationary employees of Alachua County for their first year of employment with Alachua County, and shall be subject to all policies and procedures of Alachua County. The Administrative Entity shall have the authority to hire additional W-2 employees and 1099 contractors that are necessary or convenient to perform the duties and responsibilities of Administrative Entity as set forth herein. The personnel and non-personnel costs incurred by Alachua County to perform the function of Administrative Entity shall be funded by the workforce grants awarded to the Council, LWDB 26 and Alachua County in its capacity as the administrative entity to CSNCFL.
- E. The CSNCFL Chief Executive Officer is authorized to execute all documents that are preapproved by the Attorney and necessary to assign, or otherwise transfer, purchase orders, leases and contracts from the Region 9 LWDA and the Region 7 LWDA to the Administrative Entity, provided that the substantive terms and conditions of said agreements remain unchanged and are necessary for day to day operations or for the provision of client services.
- F. The purpose of the Administrative Entity shall be to assist the Council and LWDB 26 in carrying out their respective functions under WIOA and this Agreement, and to operate and implement workforce and welfare programs, as well as related programs, in accordance with the policies and directions of the Council and LWDB 26. In addition, the Administrative Entity shall:
 - a. Pursuant to Section 7.D., serve as the subrecipient for grant funds awarded to the Council and appropriated to pay for staff to the Council; (ii) serve as staff to LWDB 26; (iii) execute the duties and responsibilities associated with being administrative entity to a local workforce development board; and provide One-Stop Career Services.
 - b. Manage and administer all contracts approved by the Council or LWDB 26, and, in the sole discretion of the Council, may be designated as the real party of interest to all such contracts approved by the Council or LWDB 26.

- G. The CSNCFL Chief Executive Officer, on behalf of CSNCFL, is authorized to accept gifts, grants, assistance funds and bequests to further the purposes of this Agreement.
 - H. The CSNCFL Chief Executive Officer, on behalf of CSNCFL, is authorized to make of claims for federal or state aid payable to CSNCFL or several participants on account of the execution of this Agreement.
 - I. To the extent allowed by applicable Federal and State law, and to the extent allowed by the applicable grants awarded to the CSNCFL, Alachua County shall be entitled to payment for all actual eligible and allowable costs associated with for providing Administrative Entity services pursuant to this Agreement.
 - J. The Administrative Entity, as a charter county and a political subdivision of the state of Florida, shall enjoy the sovereign immunity it possesses in its own right and also as set forth in Section 19.8. hereof. Nothing contained herein constitutes a waiver by Alachua County of sovereign immunity or the provisions or limits of liability set forth in 768.28, Florida Statutes.
9. Designation and Responsibilities of the CSNCFL-Chief Executive Officer
- A. The CSNCFL Chief Executive Officer - an employee of Alachua County and the current A/E Chief Executive Officer, shall be the chief executive officer of the CSNCFL Council and LWDB 26, and, as such, shall implement the policies, decisions, actions and directives of the Council and LWDB 26.
 - B. The CSNCFL Chief Executive Officer shall be a W-2 employee of Alachua County. As an employee of Alachua County, the CSNCFL Chief Executive Officer may have a different job title or employee classification within the Alachua County employment system, but the employee designated as the CSNCFL Chief Executive Officer shall have all of the duties and responsibility of the CSNCFL Chief Executive Officer as set forth herein. The CSNCFL Chief Executive Officer shall serve at the pleasure of the Council. Notwithstanding the Council's ability to remove the person designated to serve as the CSNCFL Chief Executive Officer from the position of CSNCFL Chief Executive Officer, the Council shall not have the authority to suspend or terminate the CSNCFL Chief Executive Officer's employment with Alachua County. All employment decisions regarding the CSNCFL Chief Executive Officer, as well as all other employees of the Administrative Entity, shall rest solely with the Alachua County Manager or her designee.
 - C. The CSNCFL Chief Executive Officer's salary, including bonuses, if any, shall not exceed the Federal Executive Level II Salary under 5 USCS 55313, and shall be determined by the Council upon recommendation of the LWDB 26.
 - D. The CSNCFL Chief Executive Officer shall report directly to the Council and the Alachua County Manager or her designee.

E. LWDB 26 shall develop an evaluation instrument to review the performance of the CSNCFL Chief Executive Officer.

- a. The LWDB 26 Executive Committee shall use the evaluation instrument and review the performance of the CSNCFL Chief Executive Officer annually in December or January of each calendar-year.

The County Fiscal Year is October 1 to September 30. The State Fiscal Year is July 1 to June 30.

- b. The LWDB 26 Executive Committee's performance review of the CSNCFL Chief Executive Officer shall be presented to the Council at a joint meeting of the Council and the LWDB 26 and shall approve increases as appropriate for the Chief Executive Officer.

F. It shall be the responsibility of the CSNCFL Chief Executive Officer to develop an annual budget for all CSNCFL funds with the assistance of the Alachua County Office of Management and Budget staff. A planning budget based on the Program Year and the funding notification from the State will be presented for review in May or June. The final budget based on the Fiscal Year and the final Notice of Funds Awarded shall be submitted for the approval of the Council and LWDB 26 at a joint meeting to be held in August or September fiscal year.

- a. The budget shall be divided minimally into the following categories and shall include detail with respect to other categories at the request of the Council or LWDB 26.

- i. Administrative staff and benefits including fiscal staff;
- ii. The infrastructure and operating costs of the one-stop system;
- iii. One Stop WIOA Title I adult, dislocated worker and youth costs;
- iv. Welfare Transition Program Funds;
- v. State allocated one-stop partner allocations for Wagner-Peyser Training Adjustment Act, Veterans Programs, Supplemental Nutrition Assistance Program funds, or such other partner program funds awarded by the State;
- vi. Participant training costs; vii. Contracted services; viii. Participant support services costs;
- vii. Youth service costs including funds set aside for out of school youth and provider costs;
- viii. Administration/indirect costs/overhead; and

- ix. Discretionary grants by grant.
- b. The budget developed shall invest the resources of the Council and CSNCFL so as to result in the attainment of the performance measures negotiated with Florida Commerce and CareerSource Florida.
- c. There shall be a budget for each discretionary grant.
- G. The budget vs. actual expenditures shall be reported quarterly to a combined meeting of the Council and LWDB 26.
- H. The CSNCFL Chief Executive Officer shall be responsible for drafting the agenda and supporting documentation for meetings of the Council and for meetings of LWDB 26. The agenda shall be based upon those matters required to come before the Council, LWDB 26, or the two governing boards acting together on matters under their joint purview as set forth in this Agreement.
- I. The CSNCFL Chief Executive Officer shall be responsible for the implementation of policies established and approved by the Council and LWDB 26.
- J. The CSNCFL Chief Executive Officer shall be responsible for the drafting of the Four-year Local Plan, and the Two Year Local Plan Modification as well as the Regional Plan if the NCFWDA is part of a workforce development region based upon:
 - a. The vision and the mission of LWDB 26;
 - b. LWDB 26's strategies and goals for meeting the intent of the vision;
 - c. LWDB 26's analysis of the local labor market in the workforce development area;
 - d. LWDB 26's analysis of the local economy;
 - e. LWDB 26's analysis of available training providers able to deliver skills training to fill job vacancies;
 - f. An operational plan for delivering services;
 - g. A plan for coordinating and integrating service delivery with the legislative one-stop partners; and
 - h. Such other criteria as may be required by the authorizing legislation or the State.
- K. The CSNCFL Chief Executive Officer shall be responsible for implementing required grant oversight and monitoring in accordance with the direction and policies approved by the Council and LWDB 26.

- L. The CSNCFL Chief Executive Officer shall be responsible for updating the Administrative Plan to assure compliance with 2 CFR 200.320 et seq. Any updates shall be submitted for approval by LWDB 26 and the Council, and
 - u. The CSNCFL Chief Executive Officer shall be authorized to enter into contracts and make purchases in accordance with the procurement and purchasing guidelines approved as part of the CSNCFL Administrative Plan filed with the State. Purchases shall include services, supplies, consultant agreements, materials, equipment and leased space; and
 - a. Following appropriate procurement, and affirmative action at a publicly noticed meetings of the Council and LWDB 26 regarding expenditures necessary to meet the intent of the grants awarded to the Council, LWDB 26 or the Administrative Entity, the CSNCFL Chief Executive Officer shall be authorized to enter into contracts and subrecipient agreements on behalf of the Council, LWDB 26 and the Administrative Entity, except for such instances where the State requires the signatures of the Chairs of the Council, LWDB 26, or the Chairs of the BoCCs.
 - M. The CSNCFL Chief Executive Officer shall be responsible for any other necessary and proper matters agreed upon by the Council.
 - N. In the event that a new CSNCFL Chief Executive Officer must be hired, LWDB 26 shall establish a set of objective qualifications for the position of CSNCFL Chief Executive Officer that sets forth the requisite knowledge, skills, and abilities necessary to meet identified benchmarks and to assist in effectively carrying out the functions of the CSNCFL Chief Executive Officer. LWDB 26 shall provide the set of objective qualifications to the Alachua Human Resource Department, who shall utilize said qualifications in developing a process for the recruitment of candidates who shall be screened and then referred to the LWDB 26 Executive Committee to be interviewed and for the selection of an individual to be recommended to the Council for hire. The Council shall make the final decision.
10. Designation and Responsibilities of the Fiscal Agent.
- A. The Parties hereby designate Alachua County to serve as its Fiscal Agent. The Administrative Entity, through the Alachua County Budget & Fiscal Services Office and also through the Alachua County Clerk of the Circuit Court, which serves as accountant, treasurer and auditor for Alachua County, shall perform and be responsible for all fiscal accountability and reporting requirements for CSNCFL.
 - B. The Fiscal Agent shall be responsible for all of the functions set forth in 20 CFR 679.420(b), and shall oversee disbursements approved by the Council, LWDB 26, or the CSNCFL Chief Executive Officer, as appropriate.

- C. The Fiscal Agent shall be responsible for the manner in which strict accountability of all funds shall be provided for and the manner in which reports of all receipts and disbursements shall be prepared and presented to each Party and submitting the audit in accordance with required timeframes to the Council and the grantor agencies, including the Federal Clearinghouse, the Florida Auditor General and Florida Commerce.
- D. The Fiscal Agent shall be responsible for preparing all State required financial reports and for overseeing the procurement and conduct of the annual 2 CFR Part F audit.

11. Designation and Responsibilities of the Equal Opportunity Officer.

- A. The Parties designate the Alachua County Equal Opportunity Manager to serve as the EOO. However, with the approval of the Council, the Alachua County Manager may designate another Alachua County employee to serve as the EOO.
- B. The EOO shall be a W-2 employee of Alachua County.
- C. The EOO shall report directly to the Chair of the Council and the Alachua County Manager or her designee, and shall serve as the EOO at the pleasure of the Council. Notwithstanding the Council's ability to remove the person designated to serve as the EOO from the position of EOO, the Council shall not have the authority to suspend or terminate the EOO's employment with Alachua County. All employment decisions regarding the EOO, as well as all other employees of the Administrative Entity, shall rest solely with the Alachua County Manager or her designee.
- D. The EOO shall be responsible for coordinating all of the Council's, LWDB 26's and the Administrative Entity's obligations under 29 CFR Part 38, and may be assigned other duties and responsibilities by the Alachua County Manager that do not create a conflict or the appearance of a conflict with the responsibilities of an Equal Opportunity Officer.
- E. The EOO shall resolve all discrimination complaints and any necessary reporting related thereto.

12. Designation and Responsibilities of Legal Counsel.

- A. The Council shall establish a process for the selection and appointment of an Attorney.
- B. The Attorney shall be a procured service and shall serve at the pleasure of the Council.
 - a. The Council, with the approval of the applicable Party, may appoint an assistant county attorney to serve as the Attorney, with said Party to be

reimbursed its cost of providing said Attorney from grant funds received by the Council, LWDB 26, and the Administrative Entity.

C. The Attorney shall report directly to the Council.

D. The Attorney shall serve as chief legal counsel to the Council. but shall also provide legal services to LWDB 26 and the Administrative Entity. If any conflicts arise, LWDB 26 and the Administrative Entity shall waive any and all conflicts and the Attorney shall be authorized to continue to represent the Council.

13. Designation and Responsibilities of Program Monitor.

A. The Council shall establish a process for the selection of an independent Program and Fiscal Monitor ("P/F M").

B. The P/F M shall be a procured service and shall serve at the pleasure of the Council.

C. The P/F M shall review and monitor the actions of LWDB 26, the Administrative Entity, and the Administrative Entity's contractors and subrecipients, for programmatic and fiscal compliance with state and federal rules and regulations, and shall report its findings directly to the Council and LWDB 26.

14. LWDB 26

A. LWDB 26 constitutes the NCFWDA's Local Workforce Development Board as described in 29 USCS 53122.

B. The Council may direct the Attorney and the Administrative Entity to incorporate LWDB 26 as a Florida not for profit corporation organized for the purposes set forth in this Agreement, and to prepare and file all necessary applications for the Internal Revenue Service to declare LWDB 26 to be a charitable organization pursuant to 26 USCS §501(c)(3) that is exempt from taxation under 26 USCS §501 (a). Thereafter, LWDB 26 may solicit and accept grants and donation from sources other than Federal funds available under WIOA.

C. LWDB 26 shall have a minimum of 19 members, and those 19 members shall be appointed as set forth below in Section 14 hereof. LWDB 26's membership shall be, consistent with the requirements of WIOA or such other workforce development legislation that may replace WIOA Title I, Section 107(b)(2), and with State requirements as set forth in §445.007(1), Florida Statutes.

a. The Council shall establish a formal nomination and appointment process to appoint members to LWDB 26. Said process, and all nominations and appointments made pursuant thereto, shall be in accordance with WIOA,

§445.007(1), Florida Statutes, and such criteria as may be received from the Governor of the State.

- b. The Council shall make an effort in the appointment of members LWDB 26 to reflect the composition of the population within the geographic area of the NCFWDA.
- c. A majority of the members of LWDB 26 shall be representative of businesses in the local area.
 - i. The Alachua County Commissioner representative to the Council shall appoint 4 of the private sector members of LWDB 26.
 - ii. The Bradford County Commissioner representative to the Council shall appoint 2 of the private sector members of LWDB 26.
 - iii. The Columbia County Commissioner representative to the Council shall appoint 2 of the private sector members of LWDB 26.
 - iv. The Dixie County Commissioner representative to the Council shall appoint 1 of the private sector members of LWDB 26.
 - v. The Gilchrist County Commissioner representative to the Council shall appoint 1 of the private sector members of LWDB 26.
 - vi. The Union County Commissioner representative to the Council shall appoint 1 of the private sector members of LWDB 26.
- d. The Alachua County Commissioner representative to the Council shall appoint 2 of the organized labor/workforce representatives of LWDB 26.
- e. The Bradford County Commissioner representative to the Council shall appoint 1 of the organized labor/workforce representatives of LWDB 26.
- f. The Columbia County Commissioner representative to the Council shall appoint the (1) CBO/Labor/Workforce representative of LWDB 26.

- g. The Bradford County Commissioner representative to the Council shall appoint the Adult Education & Literacy education representative of LWDB 26.
 - h. The Alachua County Commissioner representative to the Council shall appoint the post-secondary education representative of LWDB 26.
 - i. The Union County Commissioner representative to the Council shall appoint the private education representative of LWDB 26.
 - j. The Gilchrist County Commissioner representative to the Council shall appoint the Vocational Rehabilitation, representative of LWDB 26.
 - k. The Columbia County Commissioner representative to the Council shall appoint the economic development representative of LWDB 26.
- D. In the instance a vacancy can't be filled by the appointments defined above, eligible candidates will be reviewed from any county and voted upon by the Council.
- E. The Council may appoint up to 16 additional members to LWDB 26. Any additional appointments must be approved by majority vote of the Council. Any additional appointments must be consistent with the requirements of WIOA or such other workforce development legislation that may replace WIOA Title I, Section 107(b)(2), and with State requirements as set forth in §445.007(1), Florida Statutes. Any additional appointments must be nominated and appointed in accordance with the formal nomination and appointment process established by the Council. To the extent the Council appoints any non-mandatory board members to LWDB 26, the Council shall determine whether to grant those individuals voting privileges.
- F. All LWDB 26 vacancies shall be filled in accordance with the process and the same manner in which they were initially filled.
- G. Members shall be appointed for fixed and staggered terms. A term shall be a period of two (2) years. No member will serve more than eight (8) consecutive years.
- H. All members of LWDB 26 shall serve at the pleasure of the Council, which may remove members from LWDB 26 at any time, with cause or without cause.
- I. The Council shall establish By-Laws for LWDB 26 and no subsequent amendment thereto shall be effective unless approved by the Council.

15. Agreement between the Council and LWDB 26.

The Council is authorized and directed to enter into an agreement with LWDB 26 for the purpose of describing the respective roles and responsibilities of each entity. Said agreement shall include, but is not limited to, the following:

- A. The development and establishment of policies, and procedures and administrative rules for CSNCFL to effectively carry out the Council's and LWDB 26's policies and decisions, provided that no policy may conflict with federal and state rules and regulations.
- B. The development and establishment of policies and strategies upon which the Four-year Plan and Regional Plan, if applicable, shall be based.
- C. The review and approve the budget developed by the Administrative Entity.
- D. The selection of the one-stop operator.
- E. The development of Memoranda of Understanding with the one-stop partners and the negotiation of one-stop infrastructure costs as required by WIOA.
- F. Approval of non-legislative one-stop partners.
- G. The review and comment on the State's Four-year Plan.
- H. The negotiation of performance measures with the State.
- I. How the Council and LWDB 26 will coordinate with the Governor of the State in the event of a disaster.
- J. The assignment of all LWDB 9's and LWDB 7's contracts, purchase orders, any direct or indirect federal grants, and any State grants, existing on the Effective Date hereof, from LWDBs 7&9 to the Council or the Administrative Entity.
- K. This agreement does not release LWDB 7 from the financial liability associated with any determinations by FloridaCommerce of ultimate disallowance. LWDB 26 will not be liable for assuming any disallowance prior to the date of designation of LWDB 26 as the fiscal agent, nor will LWDB 26 be liable for any subsequently discovered disallowance that was incurred as a result of LWDB 7's activities prior to the date of LWDB 26's designation.

16. Notice.

- A. All notices under this Agreement shall be deemed sufficient and properly given if in writing delivered: (i) in person, (ii) by certified mail, postage prepaid with return receipt requested to the following addresses; provided, if notice is sent by mail, the notice shall be deemed delivered on the third day following such mailing which is not a Saturday, Sunday or a day on which the United States

mail is not delivered, (iii) by email to the following email addresses, or (iv) to the following addresses by a commercial overnight courier that guarantees next day delivery and provides a receipt:

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| <p>If to Alachua County: County Manager 12 SE 1st Street, Second Floor Gainesville, Florida 32601 MLieberman@alachuacounty.us</p> | <p>If to Bradford County: County Manager 945 N. Temple Avenue Starke, Florida 32091 Scott_Kornegay@bradfordcountyfl.gov</p> |
| <p>If to Columbia County: County Manager 135 NE Hernando Avenue, Suite 203. Lake City, FL 32055. bccadmin@columbiacountyfla.com</p> | <p>If to Dixie County: County Manager 56 NE 210 Ave PO Box 2600 Cross City, FL 32628 duane.cannon@dixie.fl.gov</p> |
| <p>If to Gilchrist County: County Manager 209 SE 1st Street, Trenton, Florida 32693 cbourassa@gilchrist.fl.us</p> | <p>If to Union County: County Coordinator 15 NE 1st Street Lake Butler, FL 32054 countycoord@unioncounty-fl.gov</p> |
| <p>If to CareerSource NCFL or LWDB26 Chief Executive Officer 1112 North Main Street Gainesville, FL 32601 pMarty@alachuacounty.us></p> | |

- B. Any Party may designate any another or different address or email address to which subsequent notices shall be sent by sending notice thereof to the addresses listed above.

17. Term and Termination.

- A. Term. This Agreement shall become effective ("Effective Date") only upon the occurrence of all of the following: (1) the Governor consolidates and redesignates local workforce development areas 7 and 9 into a new, single, six county local workforce development areas that includes all of Alachua, Bradford, Columbia, Dixie, Gilchrist and Union counties; (2) the Agreement is approved and executed by all Parties; (3) the Agreement is filed with the Clerk of the Circuit Court of Alachua County, Florida as required by section 163.01(11), Florida Statutes; (4) Alachua and Bradford counties terminate the Second Amended and Restated Interlocal Agreement by and between Alachua County and Bradford County recorded on June 29, 2021 in the Official Records of Alachua County at OR Book 4905 Page 1983; and (5) Columbia, Dixie,

Gilchrist and Union counties terminate the First Amendment to the Interlocal Agreement between Columbia, Dixie, Gilchrist and Union County Creating the Consortium as Called for by the Workforce Innovation and Opportunity Act, resolved April 11, 2022. Unless terminated earlier pursuant to Section 17.B, hereof, this Agreement shall expire on the twentieth anniversary of the Effective Date.

- B. Termination. Each Party reserves the right to terminate this Agreement, with or without cause, by providing 180 calendar days written notice to the other Party in accordance with the Notice provisions set forth in Section 16 hereof. Prior to providing such notice of termination, the Parties agree to each give due consideration to the consequence arising as the result of such termination, including the effect upon all Parties, the potential loss of programs and program funding, and the possibility of agreed to amendments, or delegation of authority to the other Party. In the event one or more parties terminate their option to participate in this Agreement, this Agreement will continue for the remaining parties with voting and liability redistributed as described herein.

18. Amendments and Waivers.

- A. This Agreement may only be amended in writing, signed by all Parties, Each amendment of this Agreement shall be filed with the Clerk of the Circuit Court in Alachua County, Florida. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, whether or not similar.
- B. The Council may make non material amendments to this Agreement without further approved by the Parties.
- C. Material modifications, amendments, or alterations to this Agreement shall only be effective if contained in a written document executed with the same formality herewith.
- D. 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.

19. Sovereign Immunity.

- A. Parties. The Parties intend to avail themselves of the benefits of §768.28 and §163.01(9)(c), Florida Statutes, and of other statutes and the common law governing sovereign immunity to the fullest extent possible. In accordance with §163.01(5)(o), Florida Statutes, therefore, the Parties are not jointly liable for the torts of LWDB 26, or the officers or

employees of CSNCFL, or any other tort attributable to LWDB 26 or CSNCFL; and only LWDB 26 or CSNCFL, respectively, shall be liable for torts attributable to it or for torts of its officers or employees, and then, as to CSNCFL, only to the extent of the waiver of sovereign immunity or limitation of liability specified in §768.28, Florida Statutes.

B. Administrative Entity. Pursuant to §163.01(9)(c), Florida Statutes, the Administrative Entity shall have all of the privileged and immunities from liability and exemptions from laws, ordinances, rules and common law which apply to the counties of the State of Florida. Pursuant to §163.01(9)(c), Florida Statutes, the Administrative Entity's officers, agents and employees shall have all of the privileged and immunities from liability and exemptions from laws, ordinances, rules and common law which apply to the officers, agents and employees of the counties of the State.

C. Nothing in this Agreement is intended to inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

20. Binding Effect.

This Agreement shall be binding upon the Parties, their respective successors and assigns and shall inure to the benefit of the Parties, their respective successors and assigns.

21. Entire Agreement.

This Agreement constitutes the entire agreement among the Parties pertaining to the subject matter hereof, and supersedes (except as expressly provided herein) all prior and contemporaneous agreements, understanding, negotiations and discussion of the Parties, whether oral or written, and there are no warranties, representations or other agreement between the Parties in connection with the subject matter hereof, except as specifically set forth herein.

22. Interpretation.

The provisions of this Agreement have been carefully and fully negotiated between the Parties, each of which has had equal bargaining power. The terms of this Agreement are to be construed in accordance with their fair meaning and intent, and are not to be construed for or against either Party because such Party or its attorney drafted this Agreement.

23. Applicable Law: Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State. Sole and exclusive venue for all actions arising from this Agreement shall be in the Alachua County, Florida.

24. Waiver of Jury Trial.

Each Party waives its rights to demand trial by jury.

25. Severability.

In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof and the remainder of this Agreement shall remain in full force and effect,

[This space was intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature;

APPROVED, with a quorum present and voting this the ____day of _____, 2024

DRAFT