

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 §3101 - §3361, 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, 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 Parties are agreeable to the formation of a new workforce development area that will consolidate Region 7 and Region 9 workforce development areas into a new six-county Workforce Development Area ("WDA") to be designated as Workforce Development Area 26, otherwise known as CareerSource North Central Florida ("LWDA 26"); and

WHEREAS, WIOA provides that where a workforce development area is comprised of more than one unit of local government, those governmental units may 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;

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 Alachua County, which is herein designated with the responsibilities and functions as referenced in Section 8 hereof, including those described in 20 CFR 679.250.
- 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 appointed pursuant to Alachua County Board of County Commissioners Employee Policy 4-02, Section 1.e., to assist LWDB 26 in carrying out the functions described in 29 USCS §3122(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 LWDA 26, 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 §3121; 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 §3102 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. Except where discretionary funds are awarded and required to be spent within specified geographic boundaries or on specified target groups within the workforce area, the Parties agree that any and all services provided by CSNCFL shall be advertised within each of the six counties and shall be available to qualifying residents of all six counties on a first come, first served basis, unless otherwise approved by majority vote of LWDB 26 and by unanimous vote of the Council.

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 1<sup>st</sup> Street 2<sup>nd</sup> 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 1<sup>st</sup> Street

Board of County Commissioners  
Union County  
15 NE 1<sup>st</sup> Street

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 Chapter 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 have six members comprised of one County Commissioner appointed by the respective Boards of County Commissioners of each Party. Each member of the Council may appoint another County Commissioner from that member's Board of County Commissioners to serve as his or her alternate if the member is unable to attend a meeting. 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, or which are reserved solely for LWDB 26 pursuant to the authorizing legislation under which grants are made available and awarded to CSNCFL; except approval by the Council shall be required in instances that policies or decisions are related to the expenditure of grant funds for which the Parties to this Agreement are liable.
- C. In addition to any other powers granted to the Council by this Agreement, the Council shall have the following powers.
  - a. 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;
  - b. To make and enter into contracts or other instruments necessary or convenient to exercise its powers
  - c. 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;

- d. 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;
  - e. To sue and be sued in its own name, and to retain special counsel;
  - f. To incur debts, liabilities, or obligations which do not constitute the debts, liabilities, or obligations of any of the Parties to the Agreement;
  - g. 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;
- D. The following powers shall be exercised upon joint approval by both the Council and LWDB 26:
- a. To approve Memorandum of Understanding (MOU) between the Administrative Entity and one-stop partners;
  - b. 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;
  - c. To approve the CSNCFL's budget;
  - d. To provide oversight and guidance to CSNCFL;
  - e. To ensure that the Administrative Entity complies with all single audit requirements including 2 CRF 200 Part F and 218.39, Florida Statutes;
  - f. 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;
  - g. 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;

- h. 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 agreements, 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;
  - i. 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;
  - j. 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 or in accordance with Alachua County procurement policies and procedures as appropriate to the item to be purchased. Purchases shall include services, supplies, consultant agreements, materials, equipment and leased space;
  - k. To authorize the CSNCFL Chief Executive Officer to draft rules, policies and procedures to be approved by the Council upon recommendation of LWDB 26;
- E. 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. The Chair and Vice Chair shall serve for the entire Program Year. No Party's member may serve as Chair more often than once every three (3) Program Years.
- F. In the absence of the Chair of the Council, the Vice Chair of the Council shall act in his or her stead.
- G. 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.
- H. 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 costs and administrative non-personnel costs, and program personnel costs and program non-personnel costs.

- I. 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 for the purposes of voting at any Council meeting shall consist of all six (6) members of the Council.
- D. All items coming before the Council shall require an affirmative vote of all Council members. Each member of the Council shall have one vote.
- 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 the 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 on behalf of the Parties. In accordance with 20 CFR 679.250, LWDB 26 must also approve the request.
  - B. The Council shall be the grant recipient for grants awarded to the NCFWDA.
  - C. Each party to this Agreement shall be liable for 1/6<sup>th</sup> of grant funds awarded to the Council or to CSNCFL.
  - D. 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 this Agreement. The Parties acknowledge that prior to the Effective Date of this Agreement each Party was a member of one of two local workforce development areas. The Parties acknowledge and agree that nothing in this 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.
    - a. 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.
  - E. 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.
  - F. 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.

G. 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. Alachua County will serve as the administrative entity for LWDB 26. The Council and LWDB 26 will enter into an agreement for administrative services to be provided to LWDB 26. As such, Alachua County will be a subrecipient of grant funds for these services.

B. For the purposes of payroll and benefits, all W2 employees shall be "housed" as employees of Alachua County pursuant to Alachua County Board of County Commissioners Employee Policy 4-02 Section 1.e. The Administrative Entity will execute the duties and responsibilities associated with being administrative entity to a local workforce development board.

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 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.

E. 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.

F. The CSNCFL Chief Executive Officer, on behalf of CSNCFL, is authorized to make claims for federal or state aid payable to CSNCFL or several participants on account of the execution of this Agreement.

G. 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 providing Administrative Entity services pursuant to this Agreement.

H. 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.B. 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. Chief Executive Officer

- A. The Chief Executive Officer shall be the chief executive officer of the Council and LWDB 26, and, as such, shall implement the policies, decisions, actions and directives of the Council and LWDB 26.
- a. The initial Chief Executive Officer shall be Phyllis Marty, who shall serve as the Chief Executive Officer from the Effective Date of this Agreement for a period of at least 2 years, to allow for an orderly transition to the new LWDA 26. The LWDB shall evaluate the Chief Executive Officer annually and shall make a recommendation to the Council with respect to increases, retention, and termination. Based upon the evaluation the Council shall make the final decision regarding increases, retention and termination.
- B. The CSNCFL Chief Executive Officer shall be a W-2 employee of Alachua County pursuant to Employee Policy 4-02, Section 1. e. The CSNCFL Chief Executive Officer shall serve at the pleasure of the Council and LWDB 26.
- C. The CSNCFL Chief Executive Officer's salary, including bonuses, if any, shall not exceed the Federal Executive Level II Salary under 5 USCS §5313, and shall be determined by the Council upon recommendation of the LWDB 26.
- D. LWDB 26 shall develop an evaluation instrument to review the performance of the CSNCFL Chief Executive Officer.
- E. 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 Fiscal Agent. A planning budget based on the Program Year and the funding notification from the State will be presented for review in May or June. A true up of the budget shall be presented in December or January based on the actual funds awarded and final carry forward figures for the approval of the Council and LWDB 26 at a joint meeting.
- a. 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.
- b. There shall be a budget for each discretionary grant.
- F. 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.

- G. The CSNCFL Chief Executive Officer shall be responsible for the implementation of policies established and approved by the Council and LWDB 26.
- H. 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, for consideration, revision and approval by the Council and LWDB 26, 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.
- I. 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.
- J. The CSNCFL Chief Executive Officer shall be responsible for updating the Administrative Plan to assure compliance with 2 CFR 200.320 et seq, and
- K. The CSNSCFL Chief Executive Officer shall be authorized to enter into contracts and make purchases in accordance with the procurement and purchasing policies 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
- L. 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 Boards of County Commissioners.

- 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 Administrative Entity, 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.
- O. 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
- P. 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.

10. Designation and Responsibilities of the Fiscal Agent.

- A. The Parties hereby designate Alachua County to serve as its Fiscal Agent. The Alachua County Office of Management and Budget and 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. The Council and LWDB 26 will enter into an agreement for fiscal services to be provided to LWDB 26. As such, Alachua County will be a subrecipient of grant funds for these services.
- 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. The Council and LWDB 26 will enter into an agreement for these services. 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 CSNCFL Chief Executive 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, 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.

C. The Attorney shall report directly to the Council.

D. The Attorney shall serve as chief legal counsel to the Council and 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. LWDB 26

- A. LWDB 26 constitutes the NCFWDA's Local Workforce Development Board as described in 29 USCS §3122.
- 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 19 member positions, 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 6 of the private sector members of LWDB 26.
    - ii. The Bradford County Commissioner representative to the Council shall appoint 1 of the private sector members of LWDB 26.
    - iii. The Columbia County Commissioner representative to the Council shall appoint 1 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 organized labor/workforce representatives of LWDB 26.
  - e. The Columbia County Commissioner representative to the Council shall appoint the 1 CBO/Labor/Workforce representative of LWDB 26.
  - f. The Bradford County Commissioner representative to the Council shall appoint the Adult Education & Literacy education representative of LWDB 26.
  - g. The Alachua County Commissioner representative to the Council shall appoint the post-secondary education representative of LWDB 26.
  - h. The Alachua County Commissioner representative to the Council shall appoint the private education representative of LWDB 26.
  - i. The Alachua County Commissioner representative to the Council shall appoint the Vocational Rehabilitation, representative of LWDB 26.
  - j. The Alachua County Commissioner representative to the Council shall appoint the economic development representative of LWDB 26.
- D. In the instance a vacancy cannot be filled by the appointments defined above, eligible candidates will be reviewed from any county and voted upon by the Council.
- E. All LWDB 26 vacancies shall be filled in accordance with the process and in the same manner in which they were initially filled.
- F. 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.



G. 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.

H. The Council shall establish By-Laws for LWDB 26 and no subsequent amendment thereto shall be effective unless approved by the Council.

14. 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 in accordance with State and Federal requirements.

A. This Agreement does not release LWDB 7 from the financial liability associated with any determinations by FloridaCommerce, USDOL and/or any authorized funding agency conducting audits, of ultimate disallowance. LWDB 26 will not be liable for assuming any disallowance prior to the date of designation of LWDB 9 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.

15. 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:

<p>If to Alachua County:          County Manager          12 SE 1<sup>st</sup> Street, Second Floor          Gainesville, Florida 32601          MLieberman@alachuacounty.us</p>	<p>If to Bradford County:          County Manager          945 N. Temple Avenue          Starke, Florida 32091  <a href="mailto:Scott.Kornegay@bradfordcountyfl.gov">Scott.Kornegay@bradfordcountyfl.gov</a></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</p>	<p>If to Union County:</p>

209 SE 1st Street, Trenton, Florida 32693 cbourassa@gilchrist.fl.us	County Coordinator 15 NE 1st Street Lake Butler, FL 32054 <a href="mailto:countycoord@unioncounty-fl.gov">countycoord@unioncounty-fl.gov</a>
If to CareerSource NCFL or LWDB 26 Chief Executive Officer 1112 North Main Street Gainesville, FL 32601 pMarty@alachuacounty.us>	

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

16. 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 redesignate local workforce development areas 7 and 9 into a new, single, six county local workforce development area that include all of Alachua, Bradford, Columbia, Dixie, Gilchrist and Union counties; (2) the Agreement is approved and executed by all Parties; and (3) the Agreement is filed with the Clerk of the Circuit Court of Alachua County, Florida as required by §163.01(11), Florida Statutes. Upon the Effective Date, the following shall automatically occur: 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 shall automatically terminate; and 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 shall automatically terminate. Unless terminated earlier pursuant to Section 17.B, hereof, this Agreement shall expire on the twentieth anniversary of the Effective Date.

B. Termination. This Agreement may be terminated upon the agreement of all Parties. In addition, each Party reserves the right to withdraw from this Agreement, with or without cause, by providing 180 calendar days written notice to the other Parties in accordance with the Notice provisions set forth in Section 16 hereof. Prior to providing such notice of withdrawal, the Parties agree to each give due consideration to the consequence arising as the result of such withdrawal, 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 Parties. In the event one or more Parties exercises its right to withdraw from this Agreement, this Agreement will continue for the remaining Parties.

17. 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.

18. 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 CSNCF; and only LWDB 26 or CSNCF, 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. Waiver of Jury Trial.

Each Party waives its rights to demand trial by jury.

24. 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]

DRAFT

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