

**AGREEMENT  
BETWEEN  
THE ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS  
AND  
THE BRADFORD COUNTY BOARD OF COUNTY COMMISSIONERS  
REGARDING REIMBURSEMENT OF DISALLOWED COSTS  
FOR CSNCF FY 2017-18, 2018-19 AND 2019-20**

**THIS AGREEMENT (“Agreement”)** is made and entered 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, (hereinafter, Alachua County and Bradford County are collectively referred to herein as the “Parties” or individually as a “Party”).

**WHEREAS**, Alachua County and Bradford County comprise a workforce development area for the North Central Florida under the Workforce Innovation and Opportunity Act of 2014, United States Public Law 113 - 128 (“WIOA”); and

**WHEREAS**, WIOA requires that where a workforce development area is comprised of more than 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 previously entered into that certain interlocal agreement executed by the Parties on November 9, 2016 (the “2016 Interlocal Agreement”), for the purpose of establishing a multi-jurisdictional arrangement to carry out the individual responsibilities of each Party under WIOA; and

**WHEREAS**, the 2016 Interlocal Agreement established a Local Workforce Development Board (“LWDB”), commonly referred to as CareerSource North Central Florida, to execute certain workforce responsibilities related delegate to the LWDB pursuant to Federal statutes and regulations; and

**WHEREAS**, the Florida Department of Economic Opportunity (“DEO”) awarded various grants to CareerSource North Central Florida (“CSNCF”) for fiscal years 2017-18, 2018-19, and 2019-20; and

**WHEREAS**, in 2019, DEO completed its financial monitoring of CSNCF for Fiscal Years 2017-18, 2018-19, and 2019-20, as reflected in DEO’s *2017-18, 2018-19, and 2019-20 Financial Compliance Monitoring Report* dated December 20, 2019 (“Monitoring Report”); and

**WHEREAS**, the Monitoring Report questioned the appropriateness of \$5,593,585.90 of CSNCF's expenditure of grant funding awarded to CSNCF during Fiscal Years 2017-18, 2018-19, and 2019-20; and

**WHEREAS**, after a lengthy investigation, by letter dated April 4, 2022, DEO determined that it would disallow \$872,814.04 of DEO-funded grant expenditures and demanded that CSNCF repay that amount from non-federal funding sources; and

**WHEREAS**, although the grant funds were administered by CSNCF, federal law and the 2016 Interlocal Agreement provided that Alachua County and Bradford County were the grant recipients and, therefore, are legally responsible to repay grant funding that is determined to have been misused; and

**WHEREAS**, on April 12, 2022, the Alachua County Board of County Commissioners took up this matter and, among other things, agreed to pay the entire \$872,814.04 disallowed amount if Bradford County would agree to reimburse Alachua County for 13% of that amount, for a total reimbursement of \$113,456.83; and

**WHEREAS**, on April 21, 2022, the Bradford County Board of County Commissioners took up this matter and, among other things, agreed to reimburse Alachua County in the total amount of \$113,456.83; and

**WHEREAS**, based upon Bradford County's actions on April 21, 2022, Alachua County timely remitted payment to DEO in the full amount of \$872,814.04, receipt of said payment was acknowledged by DEO by letter dated June 13, 2022; and

**WHEREAS**, the Parties now wish to formalize the terms by which Bradford County will reimburse Alachua County in the amount of \$113,456.83.

**NOW, THEREFORE**, in consideration of the mutual promises and the conditions herein set forth, the Parties agree as follows:

1. **Recitals**. The recitals set forth above are true and correct and are incorporated herein.
2. **Payment to Alachua County**: Bradford County agrees to pay to Alachua County the total amount of \$113,456.83, as provided below, to reimburse Alachua County for Alachua County's advance payment to DEO of Bradford County's share of the disallowed costs determined by DEO for Fiscal Years 2017-18, 2018-19, and 2019-20 for CSNCF.

- A. **Payment No. 1**: With thirty (30) calendar days of the Effective Date of this Interlocal Agreement, Bradford County shall remit payment number 1 to

Alachua County in the amount of \$56,728.42.

- B. **Payment No. 2 (Final Payment):** By no later than November 30, 2024, Bradford County shall remit payment number 2 to Alachua County in the amount of \$56,728.41.
- C. **Payment Instructions:** All payments shall be made payable to **Alachua County B.o.C.C** and shall be mailed to:

Alachua County  
Attn: Finance & Accounting  
12 SE First Street  
4<sup>th</sup> Floor  
Gainesville, Florida 32601

**3. 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:

**If to Alachua County:** County Manager  
12 SE 1<sup>st</sup> Street  
Second Floor  
Gainesville, Florida 32601  
MLieberman@alachuacounty.us

**If to Bradford County:** County Manager  
945 N. Temple Avenue  
Starke, Florida 32091  
Scott Kornegay@bradfordcountyfl.gov

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

4. **Term.** This Agreement shall become effective ("Effective Date") upon approved and execution by both Parties.
5. **Amendments and Waivers.** This Agreement may only be amended in writing, signed by both Parties. No waive 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.
6. **Sovereign Immunity.** Nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent to be sued by third parties in any matter arising under this Agreement.
7. **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.
8. **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.
9. **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.
10. **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.
11. **Waiver of Jury Trial.** Each Party waives its rights to demand trial by jury.
12. **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.

**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 \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**ATTEST:**

**BOARD OF COUNTY COMMISSIONERS  
OF ALACHUA COUNTY, FLORIDA**

By: \_\_\_\_\_  
J.K. "Jess" Irby, Esq.  
Clerk

By: \_\_\_\_\_  
Mary C. Alford, Chair

Approved as to Form

\_\_\_\_\_  
Alachua County Attorney's Office

**APPROVED**, with a quorum present and voting this 20<sup>th</sup> day of June, 2024.

**ATTEST:**

**BOARD OF COUNTY COMMISSIONERS  
OF BRADFORD COUNTY, FLORIDA**

By:   
Denny Thompson  
Clerk to the Board

By:   
Carolyn Spooner  
Chair

Approved as to Form

  
Bradford County Attorney