

**INTERLOCAL AGREEMENT BETWEEN
CAREERSOURCE NORTH CENTRAL FLORIDA AND THE BOARD OF COUNTY
COMMISSIONERS OF ALACHUA COUNTY, FLORIDA**

THIS INTERLOCAL AGREEMENT made and entered into this _____ day of _____ A.D. 20____, by and between CareerSource North Central, hereinafter referred to as "CSNCFL" a local government agency, created pursuant to Florida Statutes §163.01 and Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County." Collectively, CSNCFL and the County are hereinafter referred to as the "Parties."

RECITALS

WHEREAS, Section §163.01, Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969, authorizes local government entities, including cities and counties, to enter into agreements to cooperatively and efficiently use their powers to provide public services that will advance the general health, safety and welfare of their citizens; and

WHEREAS, the CareerSource North Central Florida Workforce Development Council was created pursuant to Florida Statutes §163.01 to implement workforce development and related programs; and

WHEREAS, the Parties wish to enter into an interlocal agreement for the purpose of codifying the support to be provided by the County to the CSNCFL and the applicable compensation;

NOW THEREFORE, in consideration of the premises set forth above and the mutual promises, covenants, duties and benefits set forth herein, and other valuable consideration, the receipt and sufficiency of are hereby conclusively acknowledged, the Parties do agree as follows:

1. Term.

This Agreement shall commence on October 1, 2024, and become effective upon execution by both parties, and continue through September 30, 2027 unless earlier terminated as provided herein. This Agreement may be renewed for an additional three (3) year period upon Agreement of the parties.

2. Duties of CSNCFL.

2.1 CSNCFL staff shall be responsible for administering the workforce grants allocated to the Region 26 workforce development area. This includes but is not limited to:

- a. Providing staff to support the CareerSource North Central Florida Workforce Development Board and their committee.

- b. Providing staff support to the CareerSource North Central Florida Workforce Development Council.
- c. Issuing Public Notices in accordance with the Florida Statutes of Meetings.
- d. Preparing, posting and distributing Agendas, Back-up and Minutes for CareerSource North Central Florida Workforce Development Council and CareerSource North Central Florida Workforce Development Board Meetings.
- e. Taking care of the day to day operations of Region 26.
- f. Applying for grants.
- g. Carrying out oversight of the programs and funds in accordance with direction from the CSNCFL governing boards.
- h. Managing and reporting on state and federal performance measures.
- i. Managing the budget to assure expenditures meet cost category requirements and expenditure limit requirements.
- j. Adhering to Florida Commerce Policies.
- k. Drafting policies necessary to implement the grants.
- l. Perform procurement as required by federal grant requirements for the purchase of goods and services needed to support the grants.
- m. Arranging for an annual organization wide audit.
- n. Approving invoices submitted for payment to the Alachua County Clerk's Office.
- o. Procuring insurance to assure coverage for all eventualities if not provided by Alachua County in particular CSNCFL shall obtain Directors and Officers, Employment Practice Liability and Errors and Omission Coverage which shall include defense.
- p. Adopt all the County's Personnel Policies, Procedures, Standard Operating Procedures, Regulations, etc. as may be amended from time to time.

2.2 The CSNCFL Chief Executive Officer shall assure the provision of participant services in accordance with the grants received.

- a. Assigning and managing the staff providing participant services in the one-stop centers.
- b. Managing state and federal performance.

- c. Oversight of the one-stop operator.
- d. Assuring all eligibility criteria relating to the grants is documented.
- e. Assuring required data entry into the state's data systems.
- f. Assuring follow-up is performed for participants in WIOA and WTP programs.
- g. Providing guidance and support to the state staff assigned to the one stop and assisting in filling vacancies and conducting performance evaluations of the staff.

2.3 The CSNCFL Chief Executive Officer shall work with the Alachua County HR Department when vacancies need to be filled and on other HR matters related to the CSNCFL staff.

3. Duties of the County.

3.1 The County shall have and perform the duties set forth below as more particularly detailed in Attachment A:

- a. Human Resources Services.
- b. Equal Opportunity Officer services.
- c. Facilities management of the Gainesville one-stop location or such other locations in their place of the same or similar square footage.
- d. Risk management assistance with respect to employee benefits.
- e. Payroll support.
- f. Risk management assistance with respect to assuring coverage of CSNCFL with respect to:
 - i Third Party Liability Insurance coverage in an amount appropriate for a local governmental unit with sovereign immunity on a negligence basis, including injuries and accidental deaths to any person and subject to the same limited for more than one (1) person in an accident.
 - ii Theft/Fidelity Insurance /Honesty Bond to provide coverage for the grants received and shall name the officers, directors, and those employees in positions allowing access to or control of grant program funds.
 - iii Property Damage insurance.
 - iv Non-owner vehicle insurance coverage.
 - v Issue Certificates of Insurance as needed by CSNCFL.

3.2 Alachua County shall serve as the Fiscal Agent, for grant funds received by CSNCFL, providing fiscal and budgeting support, receiving all grant funds and disbursing the funds as authorized by the CSNCFL Chief Executive Officer in accordance with the CSNCFLWDB and CSNCFL Council direction.

3.3 Information Technology.

3.4 Completing and filing financial reports timely with the state as required by Florida Commerce or their Federal oversight agency.

3.5 The Clerk shall process and pay all invoices in accordance with the provisions of Chapter 218, Part VII ("Florida Prompt Payment Act"), Florida Statutes.

4. Compensation

4.1 CSNCFL shall pay the County an amount equal to 3.5% of their annual allocation for the provision of overhead support as described above.

- a. In the calculation of the amount to be charged the Parties shall not take into account any discretionary grants awarded subsequent to the state's Notice Of Obligation (NOO) or Notice of Fund Availability (NFA) of the annual allocation for Region 26 generally announced in May or June of each Program Year prior to the start of the new Program Year July 1.
- b. The amount to be paid to Alachua County shall be divided into twelve equal payments Alachua County shall invoice CSNCFL within 15 days of the close of each month and CSNCFL shall authorize payment
- c. Should a dispute arise regarding the disbursement or accounting of the CSNCFL grant or other funds CSNCFL agrees that they will not refuse to authorize payment to Alachua County for the services described herein but will work with the Alachua County to resolve the matter. If the matter is not resolved following good faith attempts to resolve it, the CSNCFLWDC, which includes a representative of each County, shall decide the matter.

4.2 CSNCFL shall reimburse the County for two (2) fiscal staff, a Sr. Fiscal Assistant and Fiscal Supervisor in addition to the 3.5% charge for the services to be provided.

4.3 The cost of CSNCFL employee wages and benefits shall be considered pass through costs and shall be reimbursed to the County based on the actual cost of employee wages and benefits.

4.4 CSNCFL shall be responsible for the conduct of any employee and shall purchase insurance to cover such eventualities.

4.5 CSNCFL shall be responsible for the costs of any employee investigation (internal or external), administrative complaints, administrative proceedings, litigation, etc. and shall purchase insurance to cover such eventualities.

5. Notice.

Except as otherwise provided in this Agreement, all notices to be provided under this Agreement from a party to another party must be by one of the following methods: (i) in writing and sent by certified mail, return receipt requested, (ii) by personal delivery with receipt, or (iii) via electronic mail. All notices shall be deemed two (2) business days after mailing, unless delivery is by personal delivery in which case delivery shall be deemed to occur upon actual receipt by another party. For purposes of all notices, the representatives of the County, Clerk and CSNCFL are:

County:	Clerk:	CareerSource:
County Chair	J.K. "Jess" Irby, Esq.	Phyllis Marty, CEO
12 S.E. 1 ^S Street	12 SE 1 st Street	1112 North Main Street
Gainesville, FL 32601	Gainesville, FL 32601	Gainesville, FL 32601
	Attn: Finance and Accounting	

A copy of any notice, request, or approval to the County must also be sent to:

Procurement Division	County Manager's Office
12 SE 1 st Street	12 SE 1 st Street
Gainesville, FL 32601	Gainesville, FL 32601
Attn: Contracts	Attn: Gina Peebles

6. Default and Termination.

1.1 The failure of any party to comply with any provision of this Agreement will place that party in default. The party claiming default shall notify the defaulting party in writing. This notification shall make specific reference to the provision which gave rise to the default. The defaulting party shall have 30 days to cure the default or to enter into an agreement to cure with the complaining party. The County Manager is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time, the County Chair is authorized to provide final termination notice on behalf of the County to CSNCFL. The CSNCFL Chief Executive Officer is authorized to provide written notice of default on behalf of CSNCFL, and if the default situation is not corrected within the allotted time the CSNCFL Chair is authorized to provide notice of termination on behalf of CSNCFL to the County or the Clerk.

2.1 Additionally, any party may terminate this Agreement without cause by providing no less than 180 days written notice to the other parties. The County Manager is authorized to provide written notice of termination on behalf of the County to the CSNCFL. The CSNCFL Chief Executive Officer is authorized to provide written notice of termination on behalf of CSNCFL to the County or the Clerk. The Parties will discontinue all services upon the effective date of the

termination and any party's recovery against another shall be limited to that portion of the Agreement amount earned through and including the date of termination, but no party shall be entitled to any other or further recovery against another party, including, but not limited to damages, consequential or special damages, or any anticipated fees or profit.

3.1 Disputes under this Agreement shall be handled in accordance with Chapter 164, Florida Statutes.

7. Project Records.

1.1 All records relating in any manner whatsoever to this Agreement that are in the possession of any party shall be made available to the other parties for inspection and copying upon written request, and shall be retained as required by Florida law and schedules published by the Florida Bureau of Archives and Records Management, or federal requirements, whichever shall be greater. Additionally, said records shall be made available, upon request by any party, to any state, federal, or other regulatory authorities and any such authority may review, inspect and copy such records, except for any records that are exempt from the Florida Public Records Act.

8. Sovereign Immunity.

1.1 The Parties intend to avail themselves of the benefits of §768.28 and §163.01(9)(a), 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, one party shall not be jointly liable for the torts committed by the officers, employees, agents, representative or contractors of the other party. Each party shall be solely responsible for the negligent acts and omissions of its officers, employees, agents, representative and contractors, and then only to the extent of the limited waiver of sovereign immunity or limitation of liability specified in §768.28, Florida Statutes. Nothing in this Agreement is intended to inure to the benefit of any third party for the purposes of allowing any claim that would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

9. Assignment of Interest.

1.1 No party may assign, convey, pledge, sublet, transfer or otherwise dispose any interest in this Agreement without prior written consent of the other parties.

10. Successors and Assigns.

1.1 The County and CSNCFL each bind the others and their respective successors and assigns in all respects to all of the terms, conditions, covenants and provisions of this Agreement.

11. Third Party Beneficiaries.

1.1 This Agreement does not create any relationship with, or any rights in favor of, any third party.

12. Severability.

1.1 If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect.

13. Non-Waiver.

1.1. The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.

14. Governing Law and Venue.

1.1. This Agreement is governed and construed in accordance with the laws of the State of Florida. Sole and exclusive venue for all actions arising from or related to this Agreement shall be in Alachua County.

15. Attachments.

1.1 All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.

16. Amendments.

1.1 The Parties may amend this Agreement only by mutual written agreement that is executed by both Parties and duly recorded in accordance with §163.01(11), Florida Statutes.

17. Captions and Section Headings.

1.1 Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

18. Construction.

1.1 This Agreement shall not be construed more strictly against one party than against the others merely by virtue of the fact that it may have been prepared by one of the Parties. It is recognized that all Parties have substantially contributed to the preparation of this Agreement.

19. Counterpart.

1.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

20. Recording of Interlocal Agreement and Amendments.

1.1 Upon execution by the Parties hereto, the County shall record this Agreement in the Official Records of Alachua County, Florida, within 10 business days after the execution of this Agreement. All subsequent amendments to this Interlocal Agreement, if any, shall be recorded in the Official Records of Alachua County, Florida, with 10 business days of the execution of the amendment.

21. Entire Agreement.

22.1. This Agreement constitutes the entire agreement and supersedes all prior written or oral agreements, understandings or representations.

IN WITNESS WHEREOF, the Parties have caused this Interlocal Agreement to be approved by their respective Governing Boards and to be executed and delivered on the day and year first above written.

ALACHUA COUNTY, FLORIDA

CSNCFL

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST: _____

ATTEST: _____

APPROVED AS TO FORM

Alachua County Attorney's Office

CLERK'S OFFICE

CLERK: _____

By: _____

Name: _____

Title: _____

Date: _____

(County Seal)

ATTACHMENT A: Duties of County

1. Authorize CSNCFL employees to be budgeted by the County as Non-Board employees under Personnel Policy 4-2(1.e.).
 - 1.1. All CSNCFL positions under this classification would be funded through CSNCFL grants and report to the CEO, with the exception of the CEO. The CEO serves at the pleasure of the NCFWDB and the CSNCFL Council of Elected Officials.
2. Provide Administrative Services including the following:
 - 2.1. Budgeting Assistance
 - 2.2. Accounting and Treasury Services
 - 2.2.1. Provide an Imprest Account of up to \$750,000 for cash flows purposes.
 - 2.2.2. Handle all cash receipts and revenue collections.
 - 2.2.3. Manage investments and produce monthly bank reconciliations.
 - 2.2.4. Process all vendor payments.
 - 2.2.5. Provide payroll services for CSNCFL staff.
 - 2.2.6. Record fixed assets and oversee disposal of surplus property.
 - 2.2.7. Reconcile grant expenditures to SERA each month.
 - 2.2.8. Oversee financial reporting and the annual audit, including preparation of audited annual financial report and Single Audit.
 - 2.2.9. Serve as Fiscal Agent for CSNCFL and be responsible for all other functions set forth in 20 CFR 679.420(b)
 - 2.3. Human Resources
 - 2.3.1. Hiring:
 - 2.3.1.1. Job Postings
 - 2.3.1.2. Review Qualifications
 - 2.3.1.3. Internal/External Applicant Referrals
 - 2.3.1.4. Set up drug tests as appropriate
 - 2.3.1.5. Set up background checks, - direct cost for background checks
 - 2.3.2. New Hire Processing:
 - 2.3.2.1. Create New Hire Lists
 - 2.3.2.2. Payroll Prep and Signup
 - 2.3.2.3. E-Verify Processing
 - 2.3.2.4. Homeland Security Processing
 - 2.3.2.5. Changes in W-4 for Payroll
 - 2.3.3. New World data entry

2.3.4. Classifications:

- 2.3.4.1. Class Requisitions Entering/ Tracking
- 2.3.4.2. Job Assessment Tools
- 2.3.4.3. Job Descriptions: New and Revised
- 2.3.4.4. Pay Plan updates
- 2.3.4.5. Date entries/changes in New World position side

2.3.5. Employee/Labor Relations:

- 2.3.5.1. Corrective Actions
- 2.3.5.2. Appeal and Disciplinary Hearings
- 2.3.5.3. Investigations
- 2.3.5.4. Offboarding Processes
- 2.3.5.5. Counseling and Consults to Management and Employees

2.3.6. General HR:

- 2.3.6.1. Processes/Store Personnel Documents
- 2.3.6.2. Answers calls about HR related topics.
- 2.3.6.3. Employment Verification Calls/Letters
- 2.3.6.4. Public Records Requests
- 2.3.6.5. Address Changes
- 2.3.6.6. Approving EAF's
- 2.3.6.7. Data entries/changes in New World employee side
- 2.3.6.8. FMLA/Sick Leave Bank administration
- 2.3.6.9. Tuition Reimbursement
- 2.3.6.10. Length of Service recognition – direct cost for gift items

2.3.7. Development & Training:

- 2.3.7.1. New Employee Orientation
- 2.3.7.2. Behavioral Based Interviews course for any supervisors
- 2.3.7.3. Supervisor Orientation for supervisors
- 2.3.7.4. 1 participant in Leadership Academy per calendar year
- 2.3.7.5. Special Topic Talks requested, and facilitated or taught by Training Manager when available – fee if the speaker is a 3rd party vendor (cost set by vendor)
- 2.3.7.6. Future (next spring) Cornerstone LMS access - \$43.62 per seat/license
- 2.3.7.7. Every task that HR does may not be captured on this list.

2.4. Equal Opportunity (in accordance with 29 CFR 38.28)

- 2.4.1. Provide Guidance to Region 26 Administration on Equal Opportunity issues

- 2.4.2. Oversee ADA Compliance:
- 2.4.3. conduct site reviews of service locations/physical access
- 2.4.4. conduct ADA training; monitor accessibility of programs and services
- 2.4.5. respond to employee accommodation requests
- 2.4.6. Monitor Language Access Compliance
- 2.4.7. Investigate Complaints of Discrimination/Harassment
- 2.4.8. Conduct Staff Training/New Employee EO Orientation
- 2.4.9. Complete Annual EO Monitoring Questionnaire in Preparation for Desk/Onsite Audit by the State Equal Opportunity Officer EO Officer

2.5. Risk Management

- 2.5.1. New Employee Benefits Orientation
- 2.5.2. Benefits Administration
- 2.5.3. Payroll entry/changes/termination
- 2.5.4. Bill reconciliation
- 2.5.5. Retirement for Florida Retirement System (FRS)
- 2.5.6. Life Insurance Claims
- 2.5.7. Deferred Compensation Administration
- 2.5.8. Flexible Spending Plans Administration
- 2.5.9. Annual 1095C processing
- 2.5.10. Benefits Issues
- 2.5.11. Coverage Issues
- 2.5.12. Claims Issues
- 2.5.13. Open enrollment
- 2.5.14. Retiree Administration
- 2.5.15. Retiree Life Insurance
- 2.5.16. Life Insurance Claims
- 2.5.17. Retiree Health Administration
- 2.5.18. Retiree Subsidy
- 2.5.19. Wellness and Occupational Health Program Administration
- 2.5.20. Ongoing wellness events and programs including incentive program
- 2.5.21. Pre-hire and employment drug testing

2.6. Information Technology Services

- 2.7. Facilities Management (Gainesville location only) - routine maintenance is defined as repairs or servicing associated with the standard use and life-cycle of building systems, components, and assets. Activities that are the landlord's responsibility in CSNCFL lease will not be performed by Facilities Management. Costs associated with services that exceed the scope of routine maintenance will be separately billed based on the actual costs of the employees providing such service (for example:

furniture assembly, out of cycle painting, moving services, requests that require Facilities employees to work outside of their normal hours of 7:00am – 3:30pm, and upgrades to equipment that is otherwise functional and sound). Examples of services provided include:

- 2.7.1. Carpet/Flooring Issue
 - 2.7.2. Door/Window/Wall Issue
 - 2.7.3. Electrical Issue
 - 2.7.4. Fire & Life Safety
 - 2.7.5. HVAC Issue
 - 2.7.6. Janitorial Issue
 - 2.7.7. Pest Issue
 - 2.7.8. Plumbing Issue
- 2.8. Financial Software Hosting Services
 - 2.9. Liability and D & O insurance coverage