

**AMENDED AND RESTATED
INTERLOCAL AGREEMENT
BETWEEN
THE ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS
AND
THE BRADFORD COUNTY BOARD OF COUNTY COMMISSIONERS
REGARDING LOCAL WORKFORCE DEVELOPMENT AREA 9**

THIS AMENDED AND RESTATED 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, (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 (“NCFWDA”) 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 “November 9, 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, pursuant to the provisions of WIOA and Sections 163.01, 445.003 and 445.007, Florida Statutes, the Parties desire to amend and replace the November 9, 2016 Interlocal Agreement, as more particularly described in this Agreement; and

WHEREAS, the 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

WHEREAS, the Parties desire to amend and replace the November 9, 2016 Interlocal Agreement with this Agreement.

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. "Agreement" means this Amended and Restated Interlocal Agreement, including any amendments or supplements hereto executed and delivered in accordance with the terms hereof.
- B. "Attorney" means the chief legal officer of CSNCF referenced in Section 12 hereof.
- C. "CSNCF" means the administrative entity known as CareerSource North Central Florida created pursuant to Section 8 hereof.
- D. "CEO" means the Chief Executive Officer referenced in Section 9 hereof.
- E. "CFO" mean Chief Financial Officer referenced in Section 10 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 Dual County Workforce Development Council created pursuant to Section 5 hereof.
- H. "EOO" means the Equal Opportunity Officer referenced in Section 11 hereof.

- I. "Fiscal Agent" means the individual or entity designated with the responsibilities and functions described in 20 CFR 679.420.
- J. "LWDB 9" means Local Workforce Development Board 9, 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 and Bradford 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 9 or "LWDA 9".
- L. "State" means the State of Florida.
- M. 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 non-governmental 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. Upon the Effective Date hereof, this Agreement shall amend, supersede and replace, in its entirety, the November 16, 2016 Interlocal Agreement.

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

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 and Bradford County, each of which are legally described in Charter 7, Florida Statutes, which legal descriptions are incorporated herein by reference.

5. Creation of a Dual County Workforce Development Council.

- A. There is hereby created a Dual County Workforce Development Council ("Council") for the purpose of collectively carrying out the Parties responsibilities under WIOA. The Council shall consist of four members comprised of the Chair of the Bradford County Board of County Commissioners, the Chair of the Alachua County Board of County Commissioners, and two addition Alachua County Commissioners to be appointed by the Chair of the Alachua County Board of County Commissioners. 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 9 pursuant to the authorizing legislation under which grants are made available and awarded to the Council or 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 NCWFDA 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 or in the name of CSNCFL, 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 the Council, LWDB 9, 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 CSNCFL and one-stop partners;
- j. To approve the Council's budget, LWDB 9's budget and CSNCFL's budget;
- k. To provide oversight and guidance to CSNCFL;
- l. To employ an independent certified public accounting firm to audit any funds, accounts, and financial records of the Council, CSNCFL or LWDB 9. Entities that are funded wholly or in part by the Council, at the discretion of the Council, may be required by the Council to conduct a performance audit paid for by the Council.
- 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;
 - 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 statues 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 CEO to enter into and approve Incumbent Worker Training, individual OJT, work experience, community work experience, and customized training or to delegate such responsibilities to the provider approved by the Council and LWDB 9 for the provision of such services in accordance with policies to be established by the Council, LWDB 9 or the CEO, as appropriate;
 - p. To authorize the CEO to negotiate, enter into and execute contracts and issue purchase orders following approval of the Council and LWDB 9, as appropriate.
 - q. To authorize the CEO 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 CEO to draft rules, policies and procedures to be approved by the Council upon recommendation of LWDB 9;
 - 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. The Chair of Alachua County Board of County Commissioners shall serve as the Chair of the Council and is designated as the CLEO for Alachua County.

- E. The Chair of the Bradford County Board of County Commissioners shall serve as the Vice Chair of the Council and is designated as the CLEO for Bradford County.
- 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 and any other State and federal grants or other funding.
- 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 at any Council meeting shall consist of at least three (3) members of the Council.

- D. Items coming before the Council shall require the affirmative vote of at least three (3) of the Four (4) members.
- 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 9. Each entity shall separately vote on matters solely within their purview. Meetings of the Council and meetings of LWDB 9, whether held individually or jointly, shall not conflict with public meetings schedule by the Alachua County Board of County Commissioners or the Bradford County Board of County Commissioners.

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 designation and 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 75% of the grant funds received.
 - b. Bradford County shall bear the liability for 25% of the grant funds received.
 - c. 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.
- D. To the extent allowed by applicable law, CSNCFL shall be a subrecipient for all grant funding awarded to the Council or LWDB 9, from every source whatsoever.
- E. The Parties and the Council hereby approve, ratify and affirm the *Contract by and Between Alachua County and the Alachua/Bradford Local Workforce Development Board for the Creation, Funding and Administration of an Imprest Account* dated December 10, 2019, as amended by the *First Amendment* thereto dated January 16, 2020 (hereinafter, the "Short Term Financing Contract"). The Council agrees to honor the Short Term Financing Contract and

to honor all requests from Alachua County in accordance with the terms and conditions of the Short Term Financing Contract.

- F. The Council shall direct and require LWDB 9 to transfer and assign to CSNCFL, and shall direct and require CSNCFL to assume from LWDB 9, all existing contracts, purchase orders, direct or indirect federal grants, and any State grants that are in effect on the Effective Date hereof.
- G. 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 or to CSNCFL as the administrative entity for the Council and LWDB 9.
- H. 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 CSNCFL on or after the Effective Date of this Agreement.
- I. To the extent that insurance is commercially available, CSNCFL shall purchase insurance to indemnify the Council, LWDB 9, and CSNCFL (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, or (iii) other losses related to funds awarded to the Council, CSNCFL or LWDB 9. To the extent that it is commercially available, said insurance shall waive rights to subrogate against the Council, CSNCFL and LWDB 9.
- J. Title to supplies, equipment, property real and personal, including computers, technology and software, as well as administrative, fiscal and program records, shall vest in CSNCFL. In the event of the termination of this Agreement, title to the items listed herein shall vest proportionately 75% / 25%, respectively, in Alachua County and Bradford County, except that each Party shall be entitled to a full copy of all public records.

8. Creation of the Administrative Entity.

- A. Pursuant to and in accordance with §§163.01(5)(c) and 163.01(7), Florida Statutes, the Council hereby creates an administrative entity which shall be known as CareerSource North Central Florida ("CSNCFL").
- B. As of the Effective Date of this Agreement, interim administrative entity services are being provided to the Council and LWDB 9 by staff from Citrus Levy Marion

Regional Workforce Development Board, Inc. d/b/a CareerSource Citrus Levy Marion (hereinafter, the "Interim A/E") through that certain agreement entered into on February 3, 2020 and entitled *Cost Reimbursement/Performance Based Contract Between Alachua Bradford Workforce Development Board dba CareerSource North Central Florida and Citrus Levy Marion Regional Workforce Development Board, Inc. d/b/a CareerSource Citrus Levy Marion d/b/a CareerSource Citrus Levy Marion to Provide Interim Administrative Entity Services* (hereinafter, the "Interim A/E Contract"). The Interim A/E shall continue to serve as the administrative entity to the Council and LWDB 9 until all of the following conditions precedent have been satisfied, at which time the Interim A/E shall cease providing interim administrative services to the Council and LWDB 9, and CSNCFL shall commence providing administrative entity services to the Council and LWDB 9:

- a. A CEO has been hired as set forth in Section 9 hereof;
 - b. A CFO has been hired as set forth in Section 10 hereof;
 - c. A EOO has been hired as set forth in Section 11 hereof;
 - d. An Attorney has been hired or procured as set forth in Section 12 hereof;
 - e. The Interim A/E Contract has been terminated; and
 - f. The Council finds that all conditions precedent have been satisfied and that CSNCFL is ready and able to perform all administrative entity services.
- C. The purpose of CSNCFL shall be to assist the Council and LWDB 9 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 9. In addition, CSNCFL shall:
- a. Serve as the subrecipient for all grant funds awarded to the Council.
 - b. Manage and administer all contracts approved by the Council or LWDB 9, 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 9.
 - c. Serve as staff support for the Council and for LWDB 9.
 - d. Maintain its principal place of business in Alachua County, Florida.
- D. The CEO, on behalf of CSNCFL, is authorized to accept gifts, grants, assistance funds and bequests to further the purposes of this Agreement.
- E. The CEO, on behalf of CSNCFL, is authorized to make of claims for federal or

state aid payable to the Council, CSNCFL or several participants on account of the execution of this Agreement.

F. CSNCFL shall enjoy the sovereign immunity as set forth in Section 19.B. hereof.

9. Designation and Responsibilities of the CEO.

A. The Council shall establish a process for the selection and hiring of a CEO.

B. LWDB 9 shall establish and apply a set of objective qualifications for the position of CEO 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 CEO.

C. LWDB 9 shall interview the candidates for the position of CEO and shall make a recommendation to the Council as to which candidate should be hired to serve as CEO.

D. The CEO shall be a W-2 employee of CSNCFL and shall serve at the pleasure of the Council.

E. The CEO shall also be the President of the LWDB 9 corporate entity.

F. The CEO salary, including bonuses, if any, shall not exceed the Federal Executive Level II Salary under 5 USCS §5313.

G. The CEO shall report directly to the Council.

H. LWDB 9 shall develop an evaluation instrument to review the performance of the CEO.

a. The LWDB 9 Executive Committee shall use the evaluation instrument and review the performance of the CEO annually in December or January of each State fiscal year.

b. The LWDB 9 Executive Committee's performance review of the CEO shall be presented to the Council at a joint meeting of the Council and the Executive Committee. The CEO may receive an annual merit increase when supported by the review conducted by LWDB 9 and approved by the Council; except that the CEO's salary, including bonuses, if any, shall not exceed the Federal Executive Level II Salary under 5 USCS §5313.

- I. The CEO shall be responsible for developing personnel rules and policies, which shall be approved by the Council upon recommendation of LWDB 9, and which shall provide for the hiring of such staff as is necessary to carry out the duties and responsibilities of the Council, LWDB 9 and CSNCFL. The CEO shall be responsible for the hiring and termination of staff in accordance with those rules and policies. Nothing herein shall be deemed to preclude the CEO from recommending, and LWDB 9 and the Council approving, the procurement of necessary staff services by contracting with one or more public or private entities to provide said staff services, provided such contracting complies with all applicable federal and State statutes and regulations.
 - a. To the extent possible CSNCFL shall align its personnel policies with that of Alachua County.
 - b. To the extent possible CSNCFL shall coordinate benefits with those of Alachua County.
- J. It shall be the responsibility of the CEO, in conjunction with the CFO, to develop an annual budget, for all CSNCFL funds. The budget shall be submitted for the approval of the Council and LWDB 9 at a joint meeting to be held in May of each State 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 9:
 - i. Administrative staff and benefits including CFO and fiscal staff.
 - ii. The infrastructure and operating costs of the one-stop system.
 - iii. One Stop WIOA Title I service provider costs.
 - iv. Participant training costs.
 - v. Contracted services.
 - vi. Participant support services costs.
 - vii. Youth service provider costs.
 - viii. Administration/indirect costs/overhead.

- 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 the Department of Economic Opportunity and CareerSource Florida.
- c. There shall be a budget for each discretionary grant.
- d. The budget vs. actual expenditures “true up” shall be brought to a combined meeting of the Council and LWDB 9 in December or January of each State fiscal year.
- K. The CEO shall be responsible for drafting the agenda and supporting documentation for meetings of the Council and for meetings of LWDB 9. The agenda shall be based upon those matters required to come before the Council, LWDB 9, or the two governing boards acting together on matters under their joint purview as set forth in this Agreement.
- L. The CEO shall be responsible for the implementation of policies established and approved by the Council and LWDB 9.
- M. The CEO 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 9.
 - b. LWDB 9’s strategies and goals for meeting the intent of the vision.
 - c. LWDB 9’s analysis of the local labor market in the workforce development area.
 - d. LWDB 9’s analysis of the local economy.
 - e. LWDB 9’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.
- N. The CEO shall be responsible for implementing required grant oversight and monitoring in accordance with the direction and policies approved by the Council and LWDB 9.
- O. The CEO shall be responsible for developing procurement and contracting policies, for approval of LWDB 9 and the Council, that are in compliance with 2 CFR 200.320 et seq.:
 - a. The CEO 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.
 - b. Following appropriate procurement, and affirmative action at a publicly noticed meetings of the Council and LWDB 9 regarding expenditures necessary to meet the intent of the grants awarded to the Council or CSNCFL, the CEO shall be authorized to enter into contracts and subrecipient agreements on behalf of the Council and LWDB 9, except for such instances where the State requires the signatures of the Chairs of the Council and LWDB 9.
- P. The CEO shall be responsible for any other necessary and proper matters agreed upon by the Council.

10. Designation and Responsibilities of the Fiscal Agent.

- A. The Council shall establish a process for the selection and appointment of a CFO.
- B. The CFO shall be a W-2 employee of CSNCFL and shall serve at the pleasure of the Council.
- C. The CFO shall report directly to the Council.
- D. The CFO shall serve as the Fiscal Agent and shall be responsible for all of the functions set forth in 20 CFR 679.420(b), and shall oversee disbursements approved by the Council or LWDB 9 as appropriate.

- E. The CFO shall assist the CEO in developing the annual budget for the NCFWDA.
- F. The CFO shall be responsible for the manner in which strict accountability of all funds shall be provided for and the manner in which reports, including an annual independent audit, 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 the State Department of Economic Opportunity.
- G. The CFO 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.
- H. Sufficient staff shall be hired to assure separation of duties and internal controls to carry out the fiscal responsibilities of CSNCFL. Staff hired shall be in accordance with adopted Personnel Policies.
- I. To the extent it is cost effective and efficient to engage a contractor to manage payroll and/or other fiscal responsibilities, the CFO shall present a recommendation to the Council and LWDB 9 for approval. The services of any such contractor shall be appropriately procured and shall remain under the direction and control of the CFO.

11. Designation and Responsibilities of the Equal Opportunity Officer.

- A. The Council shall establish a process for the selection and appointment of an EOO.
- B. The EOO shall be a W-2 employee of CSNCFL.
- C. The EOO shall report directly to the Chair of the Council and shall serve at the pleasure of the Council.
- D. The EOO shall be responsible for coordinating all of the Council's, LWDB 9's and CSNCFL's obligations under 29 CFR Part 38, and may be assigned other duties and responsibilities 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, CSNCFL, or both.
- 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 9 and CSNCFL. If any conflicts arise, LWDB 9 and CSNCFL 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 Monitor (“PM”).
- B. The PM shall be a procured service and shall serve at the pleasure of the Council.
- C. The PM shall review and monitor the actions of CSNCFL, CSNCFL’s contractors and subrecipients, and LWDB 9 for programmatic compliance with state and federal rules and regulations, and shall report its findings directly to the Council and LWDB 9.

14. Changes to LWDB 9.

- A. LWDB 9 constitutes the NCFWDA’s Local Workforce Development Board as described in 29 USCS §3122.
- B. LWDB 9 currently has 33 member positions. The Council shall remove all 33 members and shall promptly appoint or reappoint new members in accordance with Section 14 hereof.
- C. The Council authorizes and directs its administrative entity to incorporate LWDB 9 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 9 to be a charitable organization pursuant to 26 USCS §501(c)(3) that is exempt from taxation under 26 USCS §501(a). Thereafter, LWDB 9 may solicit and accept grants and donation from sources other than Federal funds available under WIOA.

- D. LWDB 9 shall have a minimum of 19 members, and those 19 members shall be appointed as set forth below in Section 14 hereof. LWDB 9'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 9. 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 9 to reflect the composition of the population within the geographic area of the NCFWDA.
 - c. A majority of the members of LWDB 9 shall be representative of businesses in the local area.
 - i. The Chair of the Council shall appoint 7 of the private sector members of LWDB 9.
 - ii. The Vice Chair of the Council shall appoint 3 of the private sector members of LWDB 9.
 - d. The Chair of the Council shall appoint 3 of the organized labor/workforce representatives of LWDB 9.
 - e. The Vice Chair of the Council shall appoint 1 of the organized labor/workforce representatives of LWDB 9.
 - f. The Vice Chair of the Council shall appoint the 3 education representatives of LWDB 9.
 - g. The Chair of the Council shall appoint the 1 Vocational Rehabilitation, and 1 economic development/governmental members of LWDB 9.

- E. The Council may appoint up to 16 additional members to LWDB 9. 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 9, the Council shall determine whether to grant those individuals voting privileges.
- F. All LWDB 9 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 ten (10) consecutive years.
- H. All members of LWDB 9 shall serve at the pleasure of the Council, which may remove members from LWDB 9 at any time, with cause or without cause.
- I. The Council shall establish By-Laws for LWDB 9 and no subsequent amendment thereto shall be effective unless approved by the Council.

15. Agreement between the Council and LWDB 9.

The Council is authorized and directed to enter into an agreement with LWDB 9 for the purpose of describing the respective roles and responsibilities of the 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 9'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 CEO in conjunction with the CFO.
- 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 9 will coordinate with the Governor of the State in the event of a disaster.
- J. The assignment of all LWDB 9's contracts, purchase orders, any direct or indirect federal grants, and any State grants, existing on the Effective Date hereof, from LWDB 9 to the Council or CSNCFL.

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:

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

If to Bradford County: County Manager
 945 N. Temple Avenue
 Starke, Florida 32091
 Rachel_Rhoden@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.

17. Term and Termination.

- A. **Term.** This Agreement shall become effective (“Effective Date”) after approval and execution by both Parties and upon the filing of the fully executed Agreement with the Clerk of the Circuit Court of Alachua County, Florida as required by Section 163.01(11), Florida Statutes. Unless terminated earlier pursuant to Section 17.B. hereof, this Agreement shall expire on the twentieth anniversary of the Effective Date hereof.
- 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 both Parties, the potential loss of programs and program funding, and the possibility of agreed to amendments, or delegation of authority to the other Party.

18. Amendments and Waivers.

- A. This Agreement may only be amended in writing, signed by both Parties. Each amendment of this Agreement shall be filed with the Clerk of the Circuit Court in Alachua County, Florida. 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.
- 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 9, or the officers or employees of CSNCFL, or any other tort attributable to LWDB 9 or CSNCF; and only LWDB 9 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. **CSNCFL.** Pursuant to §163.01(9)(c), Florida Statutes, CSNCFL 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, CSNCFL'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 _____, 2020.

ATTEST:

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

By: _____
J.K. "Jess" Irby, Esq.
Clerk

By: _____
Robert Hutchison, Chair

Approved as to Form

Alachua County Attorney's Office

APPROVED, with a quorum present and voting this the 16th day of April, 2020.

ATTEST:

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

By: _____
RAY NORMAN
Clerk to the Board

By: _____
JOSEPH C. DOUGHERTY
Chairman

Approved as to Form

WILLIAM E. SEXTON
Bradford County Attorney