



COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM REQUEST FORM

The Board of County Commissioners meets the 1st and 3rd Thursday of each month in the Columbia County School Board Administrative Complex Auditorium, 372 West Duval Street, Lake City, Florida 32055. The first meeting of every month is at 9:30AM while the second meeting of every month takes place at 5:30PM. All agenda items are due in the Board's office one week prior to the meeting date.

Today's Date: 6/14/2024 Meeting Date: 6/20/2024

Department: County Attorney

1. Nature and purpose of agenda item:

PROPOSED INTERLOCAL AGREEMENT REGARDING LOCAL WORKFORCE DEVELOPMENT AREA 26

2. Recommended Motion/Action:

To approve the "INTERLOCAL AGREEMENT REGARDING LOCAL WORKFORCE DEVELOPMENT AREA 26 BETWEEN: THE ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS; THE BRADFORD COUNTY BOARD OF COUNTY COMMISSIONERS; THE COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS; THE DIXIE COUNTY BOARD OF COUNTY COMMISSIONERS; THE GILCHRIST COUNTY BOARD OF COUNTY COMMISSIONERS; AND THE UNION COUNTY BOARD OF COUNTY COMMISSIONERS" as prepared by Mr. Norris.

3. Fiscal impact on current budget.

This item has no effect on the current budget.

MEMORANDUM

To: Board Agenda, June 20, 2024

From: Joel F. Foreman

Re: PROPOSED INTERLOCAL AGREEMENT REGARDING LOCAL WORKFORCE
DEVELOPMENT AREA 26

Date: June 13, 2024

Commissioner Hollingsworth and I have received competing versions of an Interlocal Agreement that, when signed by all counties, would create a new, consolidated Local Workforce Development Area 26 that includes Columbia, Alachua, Union, Bradford, Dixie, and Gilchrist counties.

One version has been submitted through and approved by Alachua County. That version gives significant power to Alachua County. While previous versions had the Alachua County consortium member holding five votes with a Local Workforce Development Board more representative of the area, the new version gives each county one vote on the consortium board, but sets aside twelve of nineteen Local Workforce Development Board seats to be appointed by Alachua County with the remaining seven seats split with two to Columbia, two to Bradford, and one each to Union, Dixie, and Gilchrist.

Alternatively, Florida Crown's attorney Guy Norris has prepared an Interlocal Agreement that more closely mirrors a similar agreement in the Tallahassee workforce development area, and that also tracks the controlling state and federal laws relating to workforce development. The version provided by Mr. Norris has been reviewed by this office, the County Attorney for Gilchrist County, and the County Attorney for Dixie County. Both of those counties have approved this version to be the governing document for Area 26.

This agreement calls for each county to appoint a member to the consortium board, for the consortium board to serve in its limited oversight capacity, for the Local Workforce Development Board seats to be more equitably divided among the counties (with Alachua having greater representation due to its population), and properly assigns most of the day-to-day functions of the workforce development area to the board rather than the consortium.

It is unlikely all six counties will agree on the same interlocal. That said, this board previously expressed that it would not consider an agreement that did not share political power with each of the counties. The agreement prepared by Mr. Norris does that. The one approved by Alachua County does not.

Along with the recommended agreement, I have attached email communication between the County Attorneys and Mr. Norris and the Alachua County-approved version for

your review.

Recommended motion: To approve the "INTERLOCAL AGREEMENT REGARDING LOCAL WORKFORCE DEVELOPMENT AREA 26 BETWEEN: THE ALACHUA COUNTY BOARD OF COUNTY COMMISSIONERS; THE BRADFORD COUNTY BOARD OF COUNTY COMMISSIONERS; THE COLUMBIA COUNTY BOARD OF COUNTY COMMISSIONERS; THE DIXIE COUNTY BOARD OF COUNTY COMMISSIONERS; THE GILCHRIST COUNTY BOARD OF COUNTY COMMISSIONERS; AND THE UNION COUNTY BOARD OF COUNTY COMMISSIONERS" as prepared by Mr. Norris.

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

THIS 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 political subdivision of the State of Florida, Bradford County, a political subdivision of the State of Florida, Columbia County, a charter county and political subdivision of the State of Florida, Dixie County, a political subdivision of the State of Florida, Gilchrist County a political subdivision of the State of Florida, and Union County a political subdivision of the State of Florida, collectively referred to as "Counties", and the North Central Florida Workforce Development Area 26 d/b/a CareerSource North Central Florida, Inc., a Florida not for profit corporation (hereinafter referred to as "CSNCF"), (all parties herein collectively referred to as "Parties").

Recitals

WHEREAS, 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 are required to realign their boundaries to create a new workforce development area consisting of all six (6) Counties in accordance with the Workforce Innovation and Opportunity Act of 2014, United States Public Law 113 - 128 ("WIOA"); and

WHEREAS, the Counties are agreeable to the formation of a new workforce development area of the Region 7 and Region 9 workforce development areas into the North Central Florida Workforce Development Area 26 ("NCFWDA") to be known as CareerSource North Central Florida, ("CSNCF") as the Local Workforce Development Board ("LWDB") for Region 26 created under § 445.004, Fla. Stat. and subject to Chapters 119 and 286, Florida Statutes, as well as Section 24, Article I of the State Constitution; and

WHEREAS, Alachua County, Bradford County, Columbia County, Dixie County, Gilchrist County and Union County shall hereby comprise a local workforce development area (NCFWDA) under the Workforce Innovation and Opportunity Act of 2014, 29 USCS §3101 - §3361, United States Public Law 113-128 ("WIOA"), and Chapter 445, Fla. Stat., known as the "Workforce Innovation Act of 2000" ("Workforce Innovation Act"), and which implements the WIOA (collectively referred to herein as "Authority"); and

WHEREAS, 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; and

WHEREAS, the Authority establishes a program to prepare youth and unskilled adults for entry into the labor force and to afford job training to those economically disadvantaged individuals and other individuals facing serious barriers to employment, who are in special need of such training to obtain productive employment; and

WHEREAS, the Authority creates a partnership among state and local governments, and the private sector, with primary emphasis upon the coordination of workforce development programs; and

WHEREAS, the WIOA requires the designation of NCFWDAs to promote the effective delivery of workforce development programs; and

WHEREAS, the WIOA requires that where a WDA is comprised of more than one unit of local government, those various 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 Counties have been designated as the NCFWDA for the North Central Florida Region, Region 26 ("LWDB"); and

WHEREAS, § 163.01, Fla. Stat., 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, the Parties wish to enter into this Interlocal Agreement for the purpose of establishing a multi-jurisdictional arrangement to carry out the individual responsibilities of each Party under WIOA;

NOW THEREFORE, in consideration of the mutual promises and the conditions herein set forth, and pursuant to § 163.01, Fla. Stat., the Parties agree as follows:

1. Definitions.

- A. "Agreement" means this Interlocal Agreement, including any amendments or

supplements hereto executed and delivered in accordance with the terms in this Agreement.

- B. "Authority" means the WIOA and Workforce Innovation Act.
- C. "CEO" means the Chief Executive Officer of CSNCF.
- D. "CFO" means the Chief Financial Officer of CSNCF.
- E. "CLEO" means the Chief Local Elected Official designated as the lead Local Elected Official (LEO), and LEOs of the Counties, who are also referred to in the WIOA as the Chief Local Elected Official of the county.
- F. "Consortium" means the six (6) member board consisting of the appointed member of each Board of County Commission of each of the Counties, which shall perform the duties and responsibilities stated in Section 6 herein.
- G. "Counties" means Alachua County, Florida, Bradford County, Florida, Columbia County, Florida, Dixie County, Florida, Gilchrist County, Florida and Union County, Florida.
- H. "CSNCF" means the administrative entity of the LWDB.
- I. "Fiscal Agent" means the individual or entity designated with the responsibilities and functions described in 20 CFR § 679.420.
- J. "Insureds" means the CLEO, Counties, and the LWDB.
- K. "NCFWDA" means the Local Workforce Development Area for the North Central Florida Workforce Development Area 26, consisting of the geographical boundaries of the Counties, and designated by the Governor of the State of Florida as a local area pursuant to 29 USC §3121, also known as Local Workforce Development Area 26 or "LWDA."
- L. "LWDB" means the Local Workforce Development Board 26 and consists of the NCFWDA appointees who serve on the LWDB, which shall perform the duties and responsibilities stated in Section 8 herein.
- M. "One-Stop Operator" means the single entity or consortium of entities described in 20 CFR § 678.600.
- N. "Parties" means the Counties and the CSNCF.
- O. "Previous Agreement" means that certain Interlocal agreement entered into by the Parties on July 1, 2015, and which is superseded by this Agreement.

- P. "Programs" means workforce development programs operating within the NCFWDA and that are administered by the LWDB and CSNCF.
- Q. "Program Year" means the 12-month period between July 1 and June 30 each year.
- R. "State" means the State of Florida.
- S. "SWDB" means the state workforce development board and specifically refers to CareerSource Florida.
- T. "WDA" means a workforce development area under the Authority.
- U. "Workforce Development Services Provider" means an entity or individual who provides career services in the NCFWDA pursuant to an agreement with the One-Stop Operator.
- V. "WIOA" means the Workforce Innovation and Opportunity Act of 2014, 29 USCS §3101 - §3361, United States Public Law 113–128.
- W. "Workforce Innovation Act" means Chapter 445, Fla. Stat., known as the "Workforce Innovation Act of 2000."
- X. Except as otherwise expressly provided herein, the definitions set forth in 29 USC §3102 are hereby adopted and incorporated by reference herein.

2. Purpose.

The purpose of this Agreement is to establish the authorities and responsibilities of the Parties required for the implementation of Programs in accordance with the Authority and such other workforce federal, state, and other non-governmental grants and revenues which may be awarded to any entities created under this Agreement or performing goods or providing services under this Agreement, and to ensure compliance with the rules and regulations applicable to such Authority, grants, and awards. Upon the Effective Date of this Agreement, this Agreement shall supersede and replace, in its entirety, the Previous Agreement.

3. Identification of Parties to this Agreement and Notice.

Except as otherwise provided in this Agreement, any notice required or permitted to be given hereunder shall be delivered personally or sent by mail with postage pre-paid to the following addresses or to such other places as may be designated by the Parties from time to time.

The Parties are more particularly described as follows:

Alachua County, Florida
Board of County Commissioners
12 SE 1st Street 2nd Floor
Gainesville, FL 32601

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

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

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

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

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

North Central Florida Workforce
Development Area ("NCFWDA")
d/b/a CareerSource North
Central Florida, LWDB 26

4. NCFWDA - Geographical Area to be Served under this Agreement.

The NCFWDA is comprised of the geographical area of the Counties, each of which is legally described in Chapter 7, Florida Statutes, which legal descriptions are incorporated herein by reference. This geographical area represents the area to be served under this Agreement.

5. Counties – Authority, Duties, and Responsibilities.

Acting as the CLEO under the Authority, as required by § 445.007, Fla. Stat., the Board of County Commissioners of each of the Counties has created the LWDB, which has the following authority, duties, and responsibilities:

- A. Appoint and reappoint one of its members to serve on the Consortium.
- B. Appoint and reappoint representatives of the private sector members to the LWDB within 90 days of an LWDB member resigning or being removed for cause so as to maintain the minimum number of business members required by the CSNCF by-laws and the Authority.
- C. Remove its appointed LWDB members for cause. "Cause" includes, but is not limited to, conviction of a crime involving moral turpitude or dishonesty; intentional and flagrant violation of the appointing County's or the CSNCF policies, by-laws, or standard of conduct, including any ethical violation; any conduct the appointing County determines to be detrimental to such County,

CSNCF, or to the purposes and objectives of the workforce development system; provided, however, that removal of the Chair of the CSNCF Board requires approval by all the Counties.

D. Provide Program oversight necessary to ensure the effective and efficient delivery of all services as required by the Authority.

E. Ensure, through LWDB meetings, CSNCF staff presentations, and Consortium feedback, as well as by approval of CSNCF policies, reports, and other agreements, that CSNCF has and maintains adequate administration, controls, and management for funds and Programs administered by CSNCF including, but not limited to, such activities as receipts and disbursement of funds, monitoring, evaluation, and contracting.

F. Take prompt corrective action deemed necessary and appropriate in their reasonable discretion to comply with the Authority or to assure that performance standards are met.

G. Maintain communication with CSNCF necessary to carry out the objectives of this Agreement.

H. Exert every necessary and reasonable effort to resolve disagreements between the Counties and CSNCF.

I. Request local area designation

J. Request LWDB Certification

K. Designate a fiscal agent (if not serving as grant recipient)

6. Consortium – Duties and Responsibilities.

Each member of the Consortium shall be a voting member of the Consortium. The Consortium shall meet a minimum of two times per year. The Consortium will exercise approval authority, which approval will not be unreasonably withheld, over the budget adopted by the LWDB prior to submittal to the SWDB and then the Florida Department of Commerce. The Consortium will also review and approve the annual audit of the CSNCF.

Consortium members will be non-voting members of the LWDB; however, through partnership with the LWDB, it is expected the Consortium members:

- a. Attend the LWDB meetings once per quarter
- b. Relay feedback relative to initiatives or employment challenges presented in the counties for which they serve

- c. Provide direction to the LWDB and its staff on matters related to the selection of a One-Stop Operator and Workforce Development Services Provider and the creation of the four (4) year local plan
- d. Communicate suggestions for improvement based on their experience and feedback from constituents
- e. Establish and provide input to create or update the by-laws of the LWDB
- f. Provide input on the negotiation and agreement on the LWDB's local performance measures with the state

7. LWDB - Composition, Selection, and Term.

A. Composition. As provided in 29 USC §3122, and subject to any additional criteria established by the Governor of the State and the SWDB, the LWDB shall be composed of members meeting the following criteria:

- i. A majority (51%) of the LWDB shall be representatives of business in the NCFWDA, who:
 - (a) Are business owners, chief executives or operating officers of businesses, or other business executives or employers with optimum policymaking or hiring authority;
 - (b) Represent businesses, including small businesses, or organizations representing businesses that provide employment opportunities that, at a minimum, include high-quality, work-relevant training and development in in-demand industry sectors or occupations in the NCFWDA; and
 - (c) Are appointed from among individuals nominated by local business organizations and/or business trade associations.
- ii. Not less than twenty percent (20%) of the LWDB shall be representatives of the workforce within the NCFWDA, who:
 - (a) Shall include representatives of labor organizations who have been nominated by local labor federations; if no employees in the NCFWDA are represented by labor organizations, other representatives of employees;
 - (b) Shall include a representative, who shall be a member of a labor organization or a training director, from a joint labor-management apprenticeship program; if no such joint program exists in the NCFWDA, a representative of an apprenticeship program in the NCFWDA, if such a program exists;
 - (c) May include representatives of community-based organizations that

have demonstrated experience and expertise in addressing the employment needs of individuals with barriers to employment, including organizations that serve veterans or that provide or support competitive integrated employment for individuals with disabilities; and

- (d) May include representatives of organizations that have demonstrated experience and expertise in addressing the employment, training, or education needs of eligible youth, including representatives of organizations that serve out-of-school youth.

iii. Include representatives of entities administering education and training activities in the NCFWDA, who:

- (a) Shall include a representative of eligible providers administering adult education and literacy activities under the WIOA;
- (b) Shall include a representative of institutions of higher education providing workforce investment activities, including community colleges;
- (c) Shall include a private education provider, if a public education or training provider is represented on the LWDB. The CareerSource Florida Board of Directors may waive this requirement if requested by a LWDB if it is demonstrated that such representative does not exist.
- (d) May include representatives of local education agencies, and of community-based organizations with demonstrated experience and expertise in addressing the education or training needs of individuals with barriers to employment.

iv. Shall include representatives of governmental and economic and community development entities serving the NCFWDA, who:

- (a) Shall include a representative of economic and community development entities;
- (b) Shall include an appropriate representative from the State employment service office under the Wagner-Peyser Act (29 U.S.C. 49 et seq.) serving the NCFWDA;
- (c) Shall include an appropriate representative of the programs carried out under title I of the Rehabilitation Act of 1973(29 U.S.C. 720 et seq.), other than section 112 or part C of that title (29 U.S.C. 732, 741), serving the NCFWDA;
- (d) May include representatives of agencies or entities administering programs serving the NCFWDA relating to transportation, housing, and

public assistance; and

(e) May include representatives of philanthropic organizations serving the NCFWDA.

v. May include such other individuals or representatives of entities as the CLEO may determine to be appropriate.

B. Selection.

i. The Chairperson of the LWDB shall be a representative of business in the NCFWDA and shall be selected by the members of the LWDB to serve for a term of no more than two (2) years and shall serve no more than two (2) terms.

ii. Local business organizations and business trade associations shall submit nominations to the Counties. Such nominations must comply with the composition requirements set forth in Section 7.A.i. above. The Board of County Commissioners of Alachua County, Florida, shall appoint four (4) members to the LWDB. The Board of County Commissioners of Columbia County, Florida, shall appoint three (3) members to the LWDB. The Board of County Commissioners of Bradford County, Florida, the Board of County Commissioners of Dixie County, the Board of County Commissioners of Gilchrist County, and the Board of County Commissioners of Union County shall each appoint two (2) members to the LWDB.

iii. Federal and WIOA specified partners on the LWDB will be appointed by their appointing authorities. For example, Vocational Rehabilitation will appoint a regional director to serve on the LWDB.

iv. The importance of minority and gender representation shall be considered when making appointments to the LWDB.

v. New appointments shall be made when necessary to fill vacancies.

C. Term. LWDB members shall be appointed for a fixed four (4) year term and may serve until their successors are appointed. Each LWDB member may serve for a maximum of eight (8) years of consecutive service.

8. LWDB - Powers, Duties and Responsibilities.

A. The LWDB was created for the purpose of collectively carrying out the Counties' responsibilities as CLEO under the Authority. The LWDB members cannot appoint proxies to serve on their behalf.

B. The LWDB shall make all policy decisions for the LWDB pursuant to the authorizing legislation under which grants are made available and awarded to

the CSNCF as the LWDB sub-grantee recipient and Fiscal Agent for the Programs.

C. In addition to any other duties and functions specified by the SWDB or other law, the LWDB shall have the following powers, duties, and responsibilities:

- a. Conduct meetings using any method of telecommunications, including establishing a quorum through telecommunications, provided that the public is given proper notice of the telecommunications meeting and reasonable access to observe and, when appropriate, participate.
- b. Comply with chapters 119 and 286 and s. 24, Art. I of the State Constitution.
- c. Ensure that its members file disclosures and statements of financial interest as required in § 445.007(1), Fla. Stat.
- d. Develop, submit, ratify, or amend the local plan pursuant to the Authority.
- e. Enter into any agreements necessary to designate CSNCF as the administrative entity and fiscal agent of the LWDB.
- f. Perform oversight of and provide direction to CSNCF personnel.
- g. Provide ongoing oversight related to administrative costs, duplicated services, career counseling, economic development, equal access, compliance and accountability, and performance outcomes of the CSNCF and LWDB.
- h. Oversee the one-stop delivery system in the LWDB.
- i. Ensure that its members participate in the SWDB training program to ensure the members are familiar with the State's workforce development goals and strategies.
- j. Designate all local service providers consistent with the requirements of § 445.007(6), Fla. Stat.
- k. Adopt a committee structure consistent with the Authority and policies established by the SWDB. The importance of minorities and gender representation shall be considered when appointments are made to any committees established by the LWDB .
- l. Apply the procurement and expenditure procedures required by federal law and policies of the Florida Department of Commerce and the SWDB for the expenditure of federal, state, and nonpass-through funds. The making or approval of smaller, multiple payments for a single purchase with the intent to avoid or evade the monetary thresholds and procedures established by

federal law and policies of the Florida Department of Commerce and the SWDB is grounds for removal for cause.

- m. Comply with all federal and state laws, regulations, rules, and policies related to per diem and travel expenses, reimbursements, tokens of recognition, promotional items, and entertainment costs and recreational activities as these terms are defined by 2 C.F.R. part 230.
- n. Comply with the statewide fiscal policy developed by the SWDB and applicable to the LWDB.
- o. Comply with the requirements of § 445.007(11), Fla. Stat., before contracting with a member of the LWDB or a relative of a LWDB member.
- p. Develop a budget for the purpose of carrying out the duties of the LWDB as enumerated in this Section and the Authority, subject to the approval of the Consortium.
- q. Submit the annual budget for review to the SWDB no later than two (2) weeks after the chair approves the budget.
- r. 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.
- s. Adopt procedures and administrative rules to effectively carry out the LWDB's policies and decisions in a manner that does not conflict with the Authority and other applicable federal and State laws, rules, and policies.
- t. Make and enter into contracts or other instruments necessary or convenient to exercise its powers.
- u. Enter into agreements with other governmental entities within or outside the boundaries of the LWDB for joint performance related to workforce development.
- v. Acquire, by purchase, gift, devise or otherwise, and to dispose of, real or personal property, or any estate herein, subject to compliance with all applicable federal and State statutes, rules, and regulations.
- w. Sue and be sued in its own name or in the name of LWDB, and to retain special counsel.
- x. Incur debts, liabilities, or obligations that do not constitute the debts, liabilities, or obligations of the Counties to this Agreement.

- y. 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 LWDB, the NCFWDA, or any of its contractors, to carry out any of the purposes authorized by this Agreement.
- z. Determine the manner in which funds shall be disbursed or paid, including the manner in which funds shall be disbursed or paid by CSNCF on behalf of LWDB.
 - aa. To determine the manner in which any fee for service income, unrestricted income, or surplus funds may be expended;
 - (a) Surplus funds that constitute any carry over monies from one grant year to the next shall be expended in accordance with USDOL or State statutes and regulations;
 - (b) Surplus funds that constitute program income as defined by federal or State regulations shall be expended in accordance with applicable statutes and regulations;
 - (c) Any other surplus funds that do not have to be expended pursuant to subparagraphs i. and ii. above, or do not have to be expended in the furtherance of workforce development 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 LWDB Board and LWDB. The decision as to how the expenditures shall be made shall be done at a public meeting of the LWDB by motion and majority vote of the LWDB members present.
 - bb. 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 LWDB for the provision of such services in accordance with policies established by the LWDB or the CEO, as appropriate.
 - cc. To authorize the CEO to negotiate, enter into, and execute contracts and issue purchase orders following approval of the LWDB, as appropriate.
 - dd. To authorize the CEO to enter into contracts and make purchases in accordance with the procurement and purchasing guidelines approved as part of the LWDB Administrative Plan filed with the State. Purchases shall include services, supplies, consultant agreements, materials, equipment, and leased space.
 - ee. To authorize the CEO to draft rules, policies, and procedures to be approved by the LWDB.

- ff. 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.
- D. The LWDB shall support the Programs and any costs incidental to the operation of such Programs by grant funds appropriated to it under WOIA, other workforce development or welfare legislation, or other grants by or through other federal, State, or local sources. Additionally, the LWDB is authorized to accept any other grants in aid or assistance funds from the United States Government or to accept appropriations from any of the Counties, 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 Counties; it being the intent of this Parties that all funding of the Programs and the LWDB be accomplished by grants and funds available pursuant to Programs, including but not necessarily limited to WIOA and any other State and federal grants or other funding.

9. LWDB - Meetings.

- A. All LWDB meetings shall be subject to requirements of, and compliance with, Chapter 286, Fla. Stat., and § 445.007(1), Fla. Stat.
- B. The Chairperson, or Vice Chair in the absence of the Chairperson, shall preside over LWDB meetings.
- C. A quorum at any LWDB meeting shall consist of at least 51% of the LWDB members.
- D. Matters coming before the LWDB shall require the affirmative vote of at least 51% of the voting members present. However, prior to entering into any contracts with an organization or individual represented on the LWDB, the contract must be approved by a 2/3 vote of the LWDB and the LWDB member who could benefit financially from the transaction must abstain from voting on the contract.
- E. Meetings of the LWDB shall not conflict with public workshops or meetings scheduled by any of the respective member Counties' Boards of County Commissioners.

10. CSNCF – LWDB Administrative Entity.

- A. The LWDB has designated CSNCF as the LWDB sub-grantee recipient and Fiscal Agent for all WIOA funds and any other grant funds allocated to the LWDB and NCFWDA for the Programs, pursuant to § 445.007, Fla. Stat. In that capacity, CSNCF shall act as its own administrative entity, and be responsible for all Program activities as required by the Authority, including and/or subject

to the following:

- i. CSNCF shall employ personnel to carry out the effective and efficient operation of the Programs, as defined in the Four-Year Local Plan, and to provide necessary technical assistance to any sub-grantee's providing services under the oversight of the CSNCF and guidance of the LWDB.
- ii. The CEO of CSNCF shall be of sufficient competence and experience to organize and train personnel as necessary to conduct the functions and operations of the CSNCF as provided in this Agreement.

B. Pursuant to WIOA and in accordance with the requirements established by the Governor of the State, CSNCF shall develop and present the Four-Year Local Plan to the Counties for review and approval. Upon approval and execution of the plans by the Counties when required by the Authority, the CSNCF will submit the Four-Year Local Plan to the SWDB and the Florida Department of Commerce.

C. As authorized, approved, or directed by the LWDB, the CSNCF shall:

- i. Prepare planning documents required by applicable state and federal law and, after any required approval by the Counties, submit them to the appropriate funding authorities for approval.
- ii. Prepare and submit an annual budget for the proper expenditure of all funds allocated to CSNCF for approval by the Consortium.
- iii. Direct the receipt and expenditure of funds in accordance with the Authority, this Agreement, approved Four-Year Local Plan and budget, and/or all applicable federal, State or local laws.
- iv. Execute contracts, sub-grants, and other agreements necessary to carry out the Programs authorized by the SWDB and the Florida Department of Commerce, including making the designation of the one-stop operator, selecting and designating youth service providers, identifying eligible providers of adult and dislocated worker intensive and training services, and maintaining a list of those providers with performance and cost information.
- v. Reach agreement with the Governor of the State and SWDB on local performance measures.
- vi. Recommend policy and develop procedures for Program management, planning, operation, evaluation and other necessary functions;

vii. Evaluate Program performance and determine whether there is a need to reallocate Program resources and to modify the grant agreement with the State of Florida Department of Commerce;

viii. Establish and maintain such committees as determined by the LWDB.

ix. Establish and maintain in-force agreements with each of the required one-stop partner agencies;

x. As the Fiscal Agent, collect, account for, invest, and expend Program income generated by Program activities pursuant to the Authority and State requirements and approved CSNCF bylaws, procurement policies, and finance and accounting policies.

xi. Conduct oversight with respect to activities, Programs and expenditures under WIOA and such other federal programs that assign responsibility for oversight over activities, Programs, and expenditures. Oversight shall include monitoring related to administrative costs, avoiding duplicated services, providing career counseling, working with economic development, providing equal access, and ensuring compliance and accountability to meet performance outcomes.

xii. Enforce all agreements and take action against any sub-recipient or vendor for abuse in the Programs in order to protect the funds and the integrity of the Programs, subject to final approval or ratification by the LWDB.

xiii. Coordinate workforce investment activities with economic development strategies regionally and develop strong employer linkages.

xiv. Promote private sector involvement in the statewide workforce investment system through effective brokering, connecting, and coaching activities through intermediaries in the WBA or through other organizations to assist employers in meeting hiring needs.

xv. Develop and administer a system to hear and resolve all grievances or complaints filed by participants, subcontractors, or other interested parties as required by the Authority or regulations, subject to approval by the Counties when approving the Four-Year Local Plan and amendments.

xvi. Develop fiscal controls, accounting, audit, and debt collection procedures to assure the proper disbursal of, and accounting for, funds received under WIOA, with at least fifty percent (50%) of the Title I funds for Adults and Dislocated Workers that are passed through to CSNCF and allocated to and expended on Individual Training Accounts unless the SWDB grants a waiver for a lower percentage.

xvii. Make the annual audit conducted in accordance with OMB Super Circular 900 200 available to the Counties and the general public on the CSNCF website - www.careersourcecapitalregion.com.

xviii. Maintain insurance coverage sufficient to protect the Counties under this Agreement.

xix. Perform any other functions as necessary or appropriate to meet its responsibility for the operation of the Programs.

- D. CSNCF shall have authority to seek, compete for, and secure other sources of funding consistent with and in accordance with its purpose and for such other purposes as the LWDB may deem appropriate and necessary.
- E. CSNCF shall perform or cause to have performed internal audits and monitoring of all funds as required by the Authority and in accordance with the provisions of Sections 8 and 10 herein; shall satisfactorily resolve any questions or problems arising from said audits and monitoring; and present audit and monitoring findings directly to the Audit Committee and Consortium.
- F. CSNCF shall adopt such procedures to ensure compliance with applicable conflict of interest and public meetings laws.
- G. In order to exercise its independent Program oversight, CSNCF shall not serve as the one-stop operator and/or a direct service provider of certain components or all components of workforce services unless deemed necessary by the LWDB.
- H. CSNCF shall promote and solicit participation by the business community in the Programs in order to maximize services to eligible residents in the NCFWDA.
- I. CSNCF shall collect or have collected appropriate labor market information to determine business and industry needs for specific job categories in the NCFWDA.
- J. CSNCF shall approve, in conjunction with the Counties, all plans as may be required under the Wagner-Peyser (employment services) Act.
- K. CSNCF shall exert every reasonable and necessary effort to resolve disagreements between CSNCF and the Counties.
- L. CSNCF shall comply with all the filing and other requirements mandated by the Florida not-for-profit corporation statutes and applicable IRS regulations and filings.
- M. CSNCF shall complete and submit all assurances and certifications as required by Program funding sources.

11. Financial Responsibility for the Program.

As provided in the WIOA, the Board of County Commissioners of each of the Counties, as the CLEO, is not relieved of liability for the misuse of grant funds by the designation of CSNCF as sub-grantee and Fiscal Agent as provided herein. However, as authorized by WIOA, to provide assurances to and protection for the CLEO, CSNCF agrees to the following:

A. **Indemnification.** Unless determined to be contrary to applicable law, CSNCF shall indemnify, defend, and hold harmless the Board of County Commissioners of each of the Counties, its agents and employees, from all claims, suits, judgments or damages caused by CSNCF, its agents or employees' negligent act or omission in the performance of its obligations under this Agreement. CSNCF shall not, however, indemnify, defend or hold harmless the Board of County Commissioners of each of the Counties from any claims, suits, judgments or damages resulting solely from the negligence of the tortfeasor County, its agents and employees.

B. **Disallowed Cost Liability.** In the event CSNCF is determined to be responsible for any disallowed costs, through whatever means, CSNCF and the Counties will mutually work to resolve all such disallowed costs. In the event that repayment of funds is demanded by the funding source, CSNCF will have first responsibility for repayment, through its insurance, and grant or non-grant funds such as unrestricted funds as allowed by the Authority. If such insurance, grant or non-grant funds are insufficient for the demanded repayment, then any repayment obligation shall be determined as provided by the Authority.

C. **Additional Financial Assurances.** During the term of this Agreement, in addition to any other remedies provided by law, the Authority, or this Agreement, in the event the Counties determine that additional financial or performance assurances are necessary to protect the interests of the Counties, as the CLEO, after written notice to CSNCF, the Counties may require that CSNCF:

- i. Withhold payments from its designated one-stop operator(s) or service provider(s);
- ii. Provide for the retainage of a portion of payments due on any contracts and payments thereon;
- iii. Make any appearances in any proceedings or conduct any reviews or examinations the Counties deem necessary; or
- iv. Post such security, as the Counties deem necessary, for the performance of any obligations as provided in the Authority or this Agreement.

12. 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 st 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
If to Columbia County: County Manager 135 NE Hernando Avenue, Suite 203. Lake City, FL 32055. bccadmin@columbiacountyfla.com	If to Dixie County: County Manager 56 NE 210 Ave PO Box 2600 Cross City, FL 32628 duane.cannon@dixie.fl.gov
If to Gilchrist County: County Manager 209 SE 1st Street, Trenton, Florida 32693 cbourassa@gilchrist.fl.us	If to Union County: County Coordinator 15 NE 1st Street Lake Butler, FL 32054 countycoord@unioncounty-fl.gov
If to CSNCF Chief Executive Officer	

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

13. Term and Termination.

A. Term. This Agreement shall become effective and commence on July 1, 2024, the "Effective Date", and shall continue through June 30, 2028, unless

otherwise terminated as provided herein. This Agreement shall automatically renew for additional one-year terms commencing on July 1 and ending in June 30 of each year, unless any party provides written notice of its intent not to renew on or before March 1 of any extension period.

B. Termination for Convenience. The Counties or CSNCF may terminate this Agreement, without cause, by giving one hundred fifty (150) days prior written notice of the termination.

C. Termination for Default.

i. Each of the following shall constitute an Event of Default:

(a) The failure or refusal by any of the Parties to substantially fulfill any of its obligations in accordance with this Agreement; provided, however, that no such default shall constitute an Event of Default unless and until one of non-defaulting Parties has given prior written notice specifying that a default or defaults exist which will, unless corrected, constitute a material breach of this Agreement, and the defaulting party has either not corrected such default or has not cured the defaults, as determined by the non-defaulting Parties within thirty (30) days from the date of such notice;

(b) The written admission by CSNCF that it is bankrupt, or the filing of a voluntary petition under the Federal Bankruptcy Act, or the consent by CSNCF to the appointment by a court of a receiver or trustee or the making by CSNCF of any arrangement with or for the benefit of its creditors involving an assignment to a trustee, receiver or similar fiduciary regardless of how designated, of all or a substantial portion of CSNCF's property or business, or the dissolution or revocation of its corporate charter.

ii. Upon the occurrence of an Event of Default, the non-defaulting Parties shall have the right to immediately terminate this Agreement upon written notice to the Parties in default.

D. Termination of Funding. In the event that sufficient budgeted federal formula funds are not available for a new fiscal period, the Counties shall notify CSNCF of such occurrence, and the Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the Counties.

13. Modification.

This Agreement may be modified in writing by the mutual consent of the Parties, consistent with the Acts, Regulations or any rule promulgated thereto.

14. Dispute Resolution.

To facilitate the timely and effective resolution of any controversy or dispute that may arise under this Agreement, the Chairperson of LWDB and the Administrator of each of the Counties shall undertake negotiations to resolve the matter. To the extent the controversy or dispute cannot, after good faith effort, be resolved, any of the Parties may refer the matter to non-binding mediation. The dispute will be mediated by a mediator chosen jointly by CSNCF and the Counties within thirty (30) days after written notice demanding non-binding mediation. None of the Parties may unreasonably withhold consent to the selection of a mediator, and the Parties will share the cost of the mediation equally. The Parties may also, by mutual agreement, replace mediation with some other form of non-binding alternate dispute resolution ("ADR") procedure. In the event that any claim, dispute, or demand cannot be resolved between the Parties through negotiation or mediation as provided herein within sixty (60) days after the date of the initial demand for non-binding mediation, then any of the Parties may pursue any remedies as provided by law.

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

16. Severability.

In the event any terms or provisions of this Agreement or the application to any of the Parties hereto, person, or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision to the Parties, persons or circumstances other than those held invalid or unenforceable, shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

17. 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.

18. 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. The Recitals of this Agreement constitute a material part of this Agreement and are enforceable in equal effect as all other provisions thereof.

19. 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.

20. Filing of Agreement.

This Agreement shall be filed with the Clerk of each of the Counties.

[SIGNATURE PAGES TO FOLLOW]

THIS AGREEMENT IS ENTERED INTO ON BEHALF OF:

THE ALACHUA COUNTY
BOARD OF COUNTY COMMISSIONERS

APPROVED AS TO FORM:

Commissioner
Alachua Consortium Member

BY: _____
Alachua County Attorney

ATTEST:
Alachua County Clerk of the Circuit Court

By: _____
Alachua County Clerk of the Circuit Court

Date of Commission Action

THE BRADFORD COUNTY
BOARD OF COUNTY COMMISSIONERS

APPROVED AS TO FORM:

Commissioner
Bradford Consortium Member

BY: _____
Bradford County Attorney

ATTEST:
Bradford County Clerk of the Circuit Court

By: _____
Bradford County Clerk of the Circuit Court

Date of Commission Action

THE COLUMBIA COUNTY
BOARD OF COUNTY COMMISSIONERS

APPROVED AS TO FORM:

Commissioner
Columbia Consortium Member

BY: _____
Columbia County Attorney

ATTEST:
Columbia County Clerk of the Circuit Court

By: _____
Columbia County Clerk of the Circuit Court

Date of Commission Action

THE DIXIE COUNTY
BOARD OF COUNTY COMMISSIONERS

APPROVED AS TO FORM:

Commissioner
Dixie Consortium Member

BY: _____
Dixie County Attorney

ATTEST:
Dixie County Clerk of the Circuit Court

By: _____
Dixie County Clerk of the Circuit Court

Date of Commission Action

THE GILCHRIST COUNTY
BOARD OF COUNTY COMMISSIONERS

APPROVED AS TO FORM:

Commissioner
Gilchrist Consortium Member

BY: _____
Gilchrist County Attorney

ATTEST:
Gilchrist County Clerk of the Circuit Court

By: _____
Gilchrist County Clerk of the Circuit Court

Date of Commission Action

THE UNION COUNTY
BOARD OF COUNTY COMMISSIONERS

APPROVED AS TO FORM:

Commissioner
Union Consortium Member

BY: _____
Union County Attorney

ATTEST:
Union County Clerk of the Circuit Court

By: _____
Union County Clerk of the Circuit Court

Date of Commission Action

NORTH CENTRAL FLORIDA WORKFORCE
DEVELOPMENT AREA
d/b/a CareerSource North Central Florida

APPROVED AS TO FORM:

Date Passed: _____
Board Secretary,

BY: _____

Joel Foreman

From: Guy Norris <Gnorris@NORRISATTORNEYS.COM>
Sent: Thursday, June 6, 2024 10:16 AM
To: Logan Grubb; dlangxxj@bellsouth.net; Chana Watson; Joel Foreman; Wadelaw@gmail.com
Cc: Danny Ertel; Sam Stewart; Garrick Wright; Julia Alford; Brent McNeal
Subject: RE: Latest Regions 7&9 ILA draft

External Sender - From: (Guy Norris
<Gnorris@NORRISATTORNEYS.COM>)
This message came from outside your organization.

WARNING This message has originated from an External Source. This may be a phishing email that can result in unauthorized access. Please use proper judgment and caution when opening attachments, or clicking links.

Logan:

Thank you for your email. At present, I am able to report that the Region 7 County Attorneys are in the process of reviewing a proposed draft ILA for the consolidation.

The Region 7 draft ILA has been approved by the Gilchrist County Commission, I believe on June 3, 2024. It is my understanding the Dixie County Attorney has also recommended approval of the Region 7 Draft ILA to the Dixie County Commission, and that it will be considered at their next meeting, which I believe is today.

As you know, the Region 7 County Attorneys and I were provided with the latest version of the Alachua County proposed draft ILA, which purportedly has been approved subject to certain edits, by you on June 4, 2024.

I will keep you posted on our progress as matters develop.

Thank you.

Best regards,

Guy Norris

Guy W. Norris, Attorney at Law
Florida Supreme Court Certified Circuit Mediator
and Qualified Arbitrator

Norris & Norris, P.A.
253 NW Main Blvd.
Lake City, FL 32055
Phone: 386-752-7240 ext. 16

Fax: 386-752-1577
E-mail: gnorris@norrisattorneys.com



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From: Logan Grubb <lgrubb@vantagepartners.com>
Sent: Tuesday, June 4, 2024 5:08 PM
To: Guy Norris <Gnorris@NORRISATTORNEYS.COM>; dlangxxj@bellsouth.net; Chana Watson <chanaw@chanawlaw.com>; Joel Foreman <jforeman@columbiacountyfla.com>; Wadelaw@gmail.com
Cc: Danny Ertel <dertel@vantagepartners.com>; Sam Stewart <sstewart@vantagepartners.com>; Garrick Wright <gwright@careersourceflorida.com>; Julia Alford <Julia.Alford@ey.com>; Brent McNeal <bmcmcneal@careersourceflorida.com>
Subject: RE: Latest Regions 7&9 ILA draft

Mr. Norris, Mr. Lang, Ms. Watson, Mr. Foreman, and Mr. Wade:

As a follow-up to our previous note, we wanted to let you know that this draft ILA for a combined Workforce Development Board was approved by the Alachua County Board of County Commissioners with limited proposed edits related to attendance requirements to ensure representation on the Council.

Based on our prior discussions with County Commissioners, it is our understanding that this latest draft is largely consistent with the interests of each county.

Given that, could you each please let us know

- a) Any further concerns or questions you have on behalf of your respective counties
- b) Required process and timeline for review and approval for each county

We will otherwise follow up with an updated draft reflecting the above as soon as we have it. Of course, please let us know if helpful to connect via phone at any point in the next few days to discuss further.

Regards,
Logan

From: Guy Norris <Gnorris@NORRISATTORNEYS.COM>
Sent: Wednesday, May 29, 2024 7:19 PM
To: Logan Grubb <lgrubb@vantagepartners.com>

Cc: Danny Ertel <dertel@vantagepartners.com>; Sam Stewart <ssstewart@vantagepartners.com>; Garrick Wright <gwright@careersourceflorida.com>; Julia Alford <Julia.Alford@ey.com>; Brent McNeal <bmcneal@careersourceflorida.com>
Subject: RE: Latest Regions 7&9 ILA draft

Logan:

Thank you for the proposed draft from Alachua. I look forward to reviewing it and will share it with the Region 7 County Attorneys presuming that you have not.

The Region 7 County Attorneys are in the process of finalizing an alternative draft to the prior submittals from Alachua. Hopefully we are closer to a consensus on the two versions than we were.

I will be in touch and will provide the Region 7 alternative draft as soon as I have approval to do so from the Region 7 County Attorneys.

Thanks again.

Best regards,

Guy Norris

Guy W. Norris, Attorney at Law
*Florida Supreme Court Certified Circuit Mediator
and Qualified Arbitrator*

Norris & Norris, P.A.
253 NW Main Blvd.
Lake City, FL 32055
Phone: 386-752-7240 ext. 16
Fax: 386-752-1577
E-mail: gnorris@norrisattorneys.com



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From: Logan Grubb <lgrubb@vantagepartners.com>

Sent: Wednesday, May 29, 2024 5:14 PM

To: Guy Norris <Gnorris@NORRISATTORNEYS.COM>

Cc: Danny Ertel <dertel@vantagepartners.com>; Sam Stewart <ssstewart@vantagepartners.com>; Garrick Wright

<gwright@careersourceflorida.com>; Julia Alford <Julia.Alford@ey.com>; Brent McNeal

<bmcneal@careersourceflorida.com>

Subject: Latest Regions 7&9 ILA draft

Good afternoon Mr. Norris,

As mentioned previously, Alachua County staff has been drafting an updated Interlocal Agreement in response to feedback shared by the other counties to prior drafts. Earlier this morning, Alachua County staff released the latest draft of the Interlocal Agreement as part of their [pre-read materials](#) ahead of next week's Alachua County Board of County Commissioners Meeting on Tuesday, June 4th, at 1:30 pm. I've excerpted out just the draft ILA for you to review. If you would like feedback shared with Alachua County on this draft, please share it with us, and we will pass it along.

Best,
Logan

Logan Grubb

Associate II
he/him/his



www.vantagepartners.com

+1 617 904 7854

lgrubb@vantagepartners.com

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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 1st Street 2nd Floor
Gainesville, FL 32601

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

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

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

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

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

4. Geographical Area to be Served by this Agreement.

The geographical area to be served by this 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, except as provided below in Section 6.C.i and 6.C.ii.
 - i. An individual party's Council seat shall be immediately and automatically suspended and made inactive for purposes of a quorum and voting for the following reasons:
 1. Voluntary request by the party if they are unable to fulfill their commitment to attend and participate in Council meetings.
 2. Absent for 2 consecutive regularly scheduled and properly noticed meetings of the council.
 - a. The seat will only be reactivated upon request of the suspended party with an explanation and plan to rectify the delinquency.
 3. Any County that does not enter the ILA.

- ii While one or more Council seats are inactive; a quorum shall consist of all active 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.

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 1/6th 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 Budget and Fiscal Services 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 EOOs 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:

If to Alachua County:	If to Bradford County:
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County Manager 12 SE 1 st Street, Second Floor Gainesville, Florida 32601 MLieberman@alachuacounty.us	County Manager 945 N. Temple Avenue Starke, Florida 32091 Scott_Kornegay@bradfordcountyfl.gov
If to Columbia County: County Manager 135 NE Hernando Avenue, Suite 203. Lake City, FL 32055. bccadmin@columbiacountyfla.com	If to Dixie County: County Manager 56 NE 210 Ave PO Box 2600 Cross City, FL 32628 duane.cannon@dixie.fl.gov
If to Gilchrist County: County Manager 209 SE 1st Street, Trenton, Florida 32693 cbourassa@gilchrist.fl.us	If to Union County: County Coordinator 15 NE 1st Street Lake Butler, FL 32054 countycoord@unioncounty-fl.gov
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 CSNCFL; and only LWDB 26 or CSNCFL, respectively, shall be liable for torts attributable to it or for torts of its officers or employees, and then, as to CSNCFL, only to

the extent of the waiver of sovereign immunity or limitation of liability specified in §768.28, Florida Statutes.

- B. Administrative Entity. Pursuant to §163.01(9)(c), Florida Statutes, the Administrative Entity shall have all of the privileged and immunities from liability and exemptions from laws, ordinances, rules and common law which apply to the counties of the State of Florida. Pursuant to §163.01 (9)(c), Florida Statutes, the Administrative Entity's officers, agents and employees shall have all of the privileged and immunities from liability and exemptions from laws, ordinances, rules and common law which apply to the officers, agents and employees of the counties of the State.
- C. Nothing in this Agreement is intended to inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

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.

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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