

WIOA Local Plan Attachments

CareerSource North Central Florida

January 1, 2025 – December 31, 2028

|                                   |     |
|-----------------------------------|-----|
| Attachment A.....                 | 2   |
| Attachment B / Attachment C ..... | 29  |
| Attachment D.....                 | 42  |
| Attachment E .....                | 64  |
| Attachment F .....                | 65  |
| Attachment H.....                 | 66  |
| Attachment I .....                | 120 |
| Attachment K.....                 | 137 |



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

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into pursuant to the authority of section 163.01, Florida Statutes, 29 USCS §3101 - §3361, United States Public Law 113-128 the Workforce Innovation and Opportunities Act, and Chapter 445, Florida Statutes, by and between Alachua County, a charter county and a political subdivision of the State of Florida, and Bradford County, a political subdivision of the State of Florida, and Columbia County a charter county and a political subdivision of the State of Florida, and Dixie County a political subdivision of the State of Florida, and Gilchrist County a political subdivision of the State of Florida, and Union County a political subdivision of the State of Florida, (hereinafter, Alachua County, Bradford County, Columbia County, Dixie County, Gilchrist County and Union County are collectively referred to herein as the "Parties" or individually as a "Party").

WHEREAS, the Governor of the State of Florida wishes the existing workforce development areas known as Region 9, consisting of Alachua County and Bradford County and Region 7, consisting of Columbia County, Dixie County, Gilchrist County and Union County to realign their boundaries to create a new workforce development area consisting of all six counties in accordance with the Workforce Innovation and Opportunity Act of 2014, United States Public Law 113 - 128 ("WIOA"); and

WHEREAS, the three-pillar Florida Workforce System Transformation Plan advances alignment and consolidation of local workforce development boards in Region 7 and Region 9; requires system-wide improvements for enhanced customer consistency and better leveraging of public funds; and guides regional planning to support workforce system alignment with education and economic development and optimize opportunities for regional economic growth; and

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

WHEREAS, WIOA provides that where a workforce development area is comprised of more than one unit of local government, those governmental units may enter into an agreement that specifies the respective roles of the individual chief elected officials of each general-purpose unit of government; and

WHEREAS, the Parties wish to enter into an interlocal agreement for the purpose of establishing a multi-jurisdictional arrangement to carry out the individual responsibilities of each Party under WIOA; and

WHEREAS, section 163.01, Florida Statutes, provides for local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage to provide services and facilities pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities through an interlocal agreement; and

WHEREAS, it is the desire of the Parties to state the powers to be exercised under this Agreement and the method by which the Parties to this Agreement will accomplish the purpose under this Agreement and the manner in which the powers will be exercised;

NOW, THEREFORE, in consideration of the mutual promises and the conditions herein set forth, and pursuant to section 163.01, Florida Statutes, the Parties agree as follows:

1. Definitions.

- A. "Administrative Entity" means Alachua County, which is herein designated with the responsibilities and functions as referenced in Section 8 hereof, including those described in 20 CFR 679.250.
- B. "Agreement" means this Interlocal Agreement, including any amendments or supplements hereto executed and delivered in accordance with the terms hereof.

- C. "Attorney" means the chief legal officer of CSNCFL referenced in Section 12 hereof.
- D. "CSNCFL" and "CareerSource NCFL" means CareerSource North Central Florida, which refers to the Council, LWDB 26, their career centers, and the Administrative Entity in accordance with the Brand Standards Manual dated August 2015 adopted and published by CareerSource Florida.
- E. "CSNCFL Chief Executive Officer" means the Alachua County employee appointed pursuant to Alachua County Board of County Commissioners Employee Policy 4-02, Section 1.e., to assist LWDB 26 in carrying out the functions described in 29 USCS §3122(d) and to also assist the Council in carrying out its functions as set forth in this Agreement, and as more specifically referenced in Section 9 hereof.
- F. "CLEO" means the Chief Local Elected Officials designated in Section 5 hereof, who are also referred to in WIOA as the chief elected official.
- G. "Council" means the CareerSource North Central Florida Workforce Development Council referenced in Section 5 hereof.
- H. "EOO" means the Equal Opportunity Officer referenced in Section 11 hereof.
- I. "Fiscal Agent" means Alachua County, which is herein designated with the responsibilities and functions as referenced in Section 10 hereof, including those described in 20 CFR 679.420(b).
- J. "LWDB 26" means Local Workforce Development Board 26, which is the local workforce development board for LWDA 26, to be comprised of members appointed by the Council in accordance with Section 14 hereof.
- K. "NCFWDA" means the North Central Florida Workforce Development Area consisting of the geographic boundaries of Alachua County, Bradford County, Columbia County, Dixie County, Gilchrist County and Union County, whose boundaries are contained in the legal descriptions found in Chapter 7 Florida Statutes, and designated by the Governor of the State of Florida as a local area pursuant to 29 USCS §3121; also known as Local Workforce Development Area 26 or "LWDA 26".
- L. "Program Year" means the 12-month period between July 1 and June 30 each year.

M. "Fiscal Year" means the 12-month period between October 1 and September 30 each year.

N. "State" means the State of Florida.

O. Except as otherwise expressly provided herein, the definitions set forth in 29 USCS §3102 are hereby adopted and incorporated by reference herein.

## 2. Purpose

The purpose of this Agreement is to establish the authorities and responsibilities between the Parties required for the implementation of programs and services in accordance with WIOA and such other workforce federal, state, and other nongovernmental grants and revenues which may be awarded to any entities created under this Agreement and to assure compliance with the rules and regulations applicable to such grants and awards. Except where discretionary funds are awarded and required to be spent within specified geographic boundaries or on specified target groups within the workforce area, the Parties agree that any and all services provided by CSNCFL shall be advertised within each of the six counties and shall be available to qualifying residents of all six counties on a first come, first served basis, unless otherwise approved by majority vote of LWDB 26 and by unanimous vote of the Council.

## 3. Identification of the Parties to this Agreement.

Each Party to this Agreement is a county of the State and, as such, is a general-purpose political subdivision of the State. The Parties are more particularly identified as follows:

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

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

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

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

Board of County Commissioners  
Gilchrist County  
209 SE 1<sup>st</sup> Street  
Trenton, FL 32693

Board of County Commissioners  
Union County  
15 NE 1<sup>st</sup> Street  
Lake Butler, FL 32054

**4. Geographical Area to be Served by this Agreement.**

The geographical area to be served by this Agreement is the entire geographical areas of Alachua County, Bradford County, Columbia County, Dixie County, Gilchrist County and Union County each of which are legally described in Chapter 7, Florida Statutes, which legal descriptions are incorporated herein by reference.

**5. Creation of a CSNCFL Council of Elected Officials**

- A. There is hereby created a CSNCFL Council of Elected Officials ("Council") for the purpose of collectively carrying out the Parties' responsibilities under WIOA and such other workforce grants as may be awarded to CSNCFL. The Council shall have six members comprised of one County Commissioner appointed by the respective Boards of County Commissioners of each Party. Each member of the Council may appoint another County Commissioner from that member's Board of County Commissioners to serve as his or her alternate if the member is unable to attend a meeting. New appointments shall be made when necessary to fill vacancies.
- B. The Council shall make all policy decisions for the NCFWDA except those which must be made in partnership with LWDB 26, or which are reserved solely for LWDB 26 pursuant to the authorizing legislation under which grants are made available and awarded to CSNCFL; except approval by the Council shall be required in instances that policies or decisions are related to the expenditure of grant funds for which the Parties to this Agreement are liable.
- C. In addition to any other powers granted to the Council by this Agreement, the Council shall have the following powers.
  - a. Adopt procedures and administrative rules to effectively carry out the Council's policies and decisions in a manner that does not conflict with applicable federal and State rules and policies;
  - b. To make and enter into contracts or other instruments necessary or convenient to exercise its powers
  - c. To enter into agreements with other governmental entities within or outside the boundaries of NCFWDA for joint performance, or performance by one unit on behalf of the other, any of either entity's authorized functions;
  - d. To acquire, by purchase, gift, devise or otherwise, and to dispose of, real or personal property, or any estate therein, subject to compliance with all applicable federal and State statutes and regulations;

- e. To sue and be sued in its own name, and to retain special counsel;
  - f. To incur debts, liabilities, or obligations which do not constitute the debts, liabilities, or obligations of any of the Parties to the Agreement;
  - g. To lease, as lessor or lessee, to or from any person, firm, corporation, association or body, public or private, facilities or property of any nature for the use of CSNCFL or any of its contractors, to carry out any of the purposes authorized by this Agreement;
- D. The following powers shall be exercised upon joint approval by both the Council and LWDB 26:
- a. To approve Memorandum of Understanding (MOU) between the Administrative Entity and one-stop partners;
  - b. To apply for and accept grants, loans, and subsidies from any governmental entity for the purposes of workforce development, and to comply with all requirements and conditions imposed in connection therewith;
  - c. To approve the CSNCFL's budget;
  - d. To provide oversight and guidance to CSNCFL;
  - e. To ensure that the Administrative Entity complies with all single audit requirements including 2 CRF 200 Part F and 218.39, Florida Statutes;
  - f. To determine the manner in which funds shall be disbursed or paid, including the manner in which funds shall be disbursed or paid by CSNCFL;
  - g. To determine the manner in which any fee for service income, unrestricted income or surplus funds may be expended, provided that:
    - i. Surplus funds that constitute carry over moneys from one grant year to the next, shall be expended in accordance with USDOL or State statutes and regulations;
    - ii. Surplus funds that constitute program income as defined by Federal or State regulations shall be expended in accordance with applicable statutes and regulations;
    - iii. Any other surplus funds which do not have to be expended as per subparagraphs i, and ii. above, or do not have to be expended in the furtherance of programs, shall be expended in any manner that would further the public interest as it relates to workforce development, or may be used to repay the debts of the Council. The decision as to how the expenditures shall be made shall be done at

a public meeting of the Council by motion and majority vote of the Council;

- h. To authorize the CSNCFL Chief Executive Officer to enter into and approve Incumbent Worker Training, individual employer OJT agreements, work experience (internships) including transitional work experience and community work experience agreements, National Dislocated Worker Emergency Grants for Temporary Worker worksite agreements, and customized training agreements or to delegate such responsibilities to a provider approved by the Council and LWDB 26 for the provision of such services in accordance with policies to be established by the Council, LWDB 26 or the CSNCFL Chief Executive Officer in accordance with the budget approved by the LWDB 26 and the Council, as appropriate;
  - i. To authorize the CSNCFL Chief Executive Officer to negotiate, enter into and execute contracts and issue purchase orders following approval of the Council and LWDB 26, as appropriate;
  - j. To authorize the CSNCFL Chief Executive Officer to enter into contracts and make purchases in accordance with the procurement and purchasing guidelines approved as part of the CSNCFL Administrative Plan filed with the State or in accordance with Alachua County procurement policies and procedures as appropriate to the item to be purchased. Purchases shall include services, supplies, consultant agreements, materials, equipment and leased space;
  - k. To authorize the CSNCFL Chief Executive Officer to draft rules, policies and procedures to be approved by the Council upon recommendation of LWDB 26:
- E. At the beginning of each Program Year, the Council shall vote to select a Chair and Vice Chair of the Council from among its members. The Chair and Vice Chair shall serve for the entire Program Year. No Party's member may serve as Chair more often than once every three (3) Program Years.
- F. In the absence of the Chair of the Council, the Vice Chair of the Council shall act in his or her stead.
- G. The Chair of the Council, or in the Chair's absence the Vice Chair of the Council, is authorized to sign such documents requiring the signature of the Chair of the Council; except where documents are required to be approved by the Council prior to execution, they shall first be presented and approved by the Council at a meeting held in accordance with Chapter 286, Florida Statutes, and §445.007(1), Florida Statutes.
- H. The Council shall support its programs and any costs incidental to the operation of its programs by grant funds appropriated to it under WIOA, other Workforce Development or Welfare Legislation, or other grants by or through other federal, State or local sources. Additionally, the Council is authorized to accept any other grants in

aid or assistance funds from the United States Governments or to accept appropriations from any of the Parties, or any other organization or person, including the acceptance of gifts, grants or bequests whether it be in the form of tangible or intangible property. No funds will be required from the treasuries of the Parties; it being the intent hereof that all funding of the workforce development initiatives and the Council be accomplished by grants and funds available pursuant to workforce development initiative programs, including but not necessarily limited to WIOA, other workforce development or welfare legislation and any other State and federal grants or other funding. Nothing set forth herein shall be deemed to prohibit a Party from voluntarily providing funding for said programs and the costs incidental to the operation of said programs, including but not limited to the costs of CSNCFL. The funding of workforce initiatives referenced above are meant to encompass administrative personnel costs and administrative non-personnel costs, and program personnel costs and program non-personnel costs.

- I. Council members may be reimbursed for travel and out of pocket expenses to the extent allowed by the authorizing legislation governing the funding stream from which reimbursement is sought. Reimbursement shall be in accordance with federal, State and local policies.

6. Meetings of the Council.

A. All meetings of the Council shall be subject to the Chapter 286, Florida Statutes, and §445.007(1), Florida Statutes.

B. The Chair shall preside over meetings of the Council.

C. A quorum for the purposes of voting at any Council meeting shall consist of all six (6) members of the Council, 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 1/6<sup>th</sup> of grant funds awarded to the Council or to CSNCFL.
  - D. The allocation of liability set forth in Section 7.C. hereof shall be applicable only to grant funds awarded to NCFWDA on or after the Effective Date of this Agreement. The Parties acknowledge that prior to the Effective Date of this Agreement each Party was a member of one of two local workforce development areas. The Parties acknowledge and agree that nothing in this Agreement is intended to assume, assign, effect, eliminate or transfer any liability regarding grant funds awarded to either of those prior two local workforce development areas to the new NCFWDA; and each county shall remain liable for its share of liability, if any, for grant funds awarded to the prior local workforce development area to which it was a member.
    - a. It is the intent of the Parties to this Agreement that initiatives, strategies, and programs that will further the purposes of this Agreement, and which will be implemented as a result of this Agreement, be funded through formula and discretionary workforce and other grants awarded to the Council, LWDB 26 or to the Administrative Entity.

- E. The Council shall be responsible for deciding on a course of action or defense in the event of a misuse or other loss related to funds awarded to the Council, or the Administrative Entity.
  - F. To the extent that insurance is commercially available, CSNCFL shall purchase insurance to indemnify the Council and LWDB 26 (collectively, the "Insureds"), from all claims, damages, liability and losses that the Insureds may individually or collectively incur due to the operation of WIOA or other federal or state workforce development programs, including but not limited to claims or findings of: (i) misuse of grant funds, (ii) disallowed costs, (iii) mismanagement or (iv) other losses related to funds awarded to the Council and LWDB 26. To the extent that it is commercially available, said insurance shall waive rights to subrogate against the Council, LWDB 26, and the Council member counties.
  - G. Title to supplies, equipment, property real and personal, including computers, technology and software, as well as administrative, fiscal and program records purchased with grant funds awarded to the Council, LWDB 26 or the Administrative Entity, shall vest with the Council. In the event of the termination of this Agreement, title to the items listed herein shall vest proportionately the same as the assumed liability of grant awards.
8. The Administrative Entity for CSNCFL.
- A. Alachua County will serve as the administrative entity for LWDB 26. The Council and LWDB 26 will enter into an agreement for administrative services to be provided to LWDB 26. As such, Alachua County will be a subrecipient of grant funds for these services.
  - B. For the purposes of payroll and benefits, all W2 employees shall be "housed" as employees of Alachua County pursuant to Alachua County Board of County Commissioners Employee Policy 4-02 Section 1.e. The Administrative Entity will execute the duties and responsibilities associated with being administrative entity to a local workforce development board.
  - C. The Administrative Entity shall implement the policies, decisions, actions and directives of the Council and LWDB 26 under the supervision and direction of the CSNCFL Chief Executive Officer.
  - D. The purpose of the Administrative Entity shall be to assist the Council and LWDB 26 in carrying out their respective functions under WIOA and this Agreement, and to operate and implement workforce and welfare programs, as well as related programs, in accordance with the policies and directions of the Council and LWDB 26.
  - E. The CSNCFL Chief Executive Officer, on behalf of CSNCFL, is authorized to accept gifts, grants, assistance funds and bequests to further the purposes of this Agreement.

- F. The CSNCFL Chief Executive Officer, on behalf of CSNCFL, is authorized to make claims for federal or state aid payable to CSNCFL or several participants on account of the execution of this Agreement.
- G. To the extent allowed by applicable Federal and State law, and to the extent allowed by the applicable grants awarded to the CSNCFL, Alachua County shall be entitled to payment for all actual eligible and allowable costs associated with providing Administrative Entity services pursuant to this Agreement.
- H. The Administrative Entity, as a charter county and a political subdivision of the state of Florida, shall enjoy the sovereign immunity it possesses in its own right and also as set forth in Section 19.B. hereof. Nothing contained herein constitutes a waiver by Alachua County of sovereign immunity or the provisions or limits of liability set forth in §768.28, Florida Statutes.

9. Chief Executive Officer

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

carry forward figures for the approval of the Council and LWDB 26 at a joint meeting.

- a. The budget developed shall invest the resources of the Council and CSNCFL so as to result in the attainment of the performance measures negotiated with Florida Commerce and CareerSource Florida.
  - b. There shall be a budget for each discretionary grant.
- F. The CSNCFL Chief Executive Officer shall be responsible for drafting the agenda and supporting documentation for meetings of the Council and for meetings of LWDB 26. The agenda shall be based upon those matters required to come before the Council, LWDB 26, or the two governing boards acting together on matters under their joint purview as set forth in this Agreement.
- G. The CSNCFL Chief Executive Officer shall be responsible for the implementation of policies established and approved by the Council and LWDB 26.
- H. The CSNCFL Chief Executive Officer shall be responsible for the drafting of the Four-year Local Plan, and the Two-Year Local Plan Modification as well as the Regional Plan if the NCFWDA is part of a workforce development region, for consideration, revision and approval by the Council and LWDB 26, based upon:
  - a. The vision and the mission of LWDB 26;
  - b. LWDB 26's strategies and goals for meeting the intent of the vision;
  - c. LWDB 26's analysis of the local labor market in the workforce development area;
  - d. LWDB 26's analysis of the local economy;
  - e. LWDB 26's analysis of available training providers able to deliver skills training to fill job vacancies;
  - f. An operational plan for delivering services;
  - g. A plan for coordinating and integrating service delivery with the legislative one-stop partners; and
  - h. Such other criteria as may be required by the authorizing legislation or the State.

- I. The CSNCFL Chief Executive Officer shall be responsible for implementing required grant oversight and monitoring in accordance with the direction and policies approved by the Council and LWDB 26.
  - J. The CSNCFL Chief Executive Officer shall be responsible for updating the Administrative Plan to assure compliance with 2 CFR 200.320 et seq, and
  - K. The CSNSCFL Chief Executive Officer shall be authorized to enter into contracts and make purchases in accordance with the procurement and purchasing policies approved as part of the CSNCFL Administrative Plan filed with the State. Purchases shall include services, supplies, consultant agreements, materials, equipment and leased space; and
  - L. Following appropriate procurement, and affirmative action at a publicly noticed meetings of the Council and LWDB 26 regarding expenditures necessary to meet the intent of the grants awarded to the Council, LWDB 26 or the Administrative Entity, the CSNCFL Chief Executive Officer shall be authorized to enter into contracts and subrecipient agreements on behalf of the Council, LWDB 26 and the Administrative Entity, except for such instances where the State requires the signatures of the Chairs of the Council, LWDB 26, or the Chairs of the Boards of County Commissioners.
  - M. The CSNCFL Chief Executive Officer shall be responsible for any other necessary and proper matters agreed upon by the Council.
  - N. In the event that a new CSNCFL Chief Executive Officer must be hired, LWDB 26 shall establish a set of objective qualifications for the position of CSNCFL Chief Executive Officer that sets forth the requisite knowledge, skills, and abilities necessary to meet identified benchmarks and to assist in effectively carrying out the functions of the CSNCFL Chief Executive Officer. LWDB 26 shall provide the set of objective qualifications to the Administrative Entity, who shall utilize said qualifications in developing a process for the recruitment of candidates who shall be screened and then referred to the LWDB 26 Executive Committee to be interviewed and for the selection of an individual to be recommended to the Council for hire.
  - O. To do all acts and things necessary or convenient for the conduct of its business in order to carry out the powers and duties provided in this Agreement; and
  - P. To the extent allowed by law and to the extent required to effectuate the purposes hereof, to exercise all privileged, immunities and exemptions accorded to the counties of the State under the provisions of the constitution and laws of the State.
10. Designation and Responsibilities of the Fiscal Agent.
- A. The Parties hereby designate Alachua County to serve as its Fiscal Agent. The Alachua County 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 EOO's employment with Alachua County. All employment decisions regarding the EOO, shall rest solely with the Alachua County Manager or her designee.
- D. The EOO shall be responsible for coordinating all of the Council's, LWDB 26's and the Administrative Entity's obligations under 29 CFR Part 38 and may be assigned other duties and responsibilities by the Alachua County Manager that do not create a conflict or the appearance of a conflict with the responsibilities of an Equal Opportunity Officer.
- E. The EOO shall resolve all discrimination complaints and any necessary reporting related thereto.

12. Designation and Responsibilities of Legal Counsel.

- A. The Council shall establish a process for the selection and appointment of an Attorney.
- B. The Attorney shall be a procured service and shall serve at the pleasure of the Council.
- C. The Attorney shall report directly to the Council.
- D. The Attorney shall serve as chief legal counsel to the Council and shall also provide legal services to LWDB 26 and the Administrative Entity. If any conflicts arise, LWDB 26 and the Administrative Entity shall waive any and all conflicts and the Attorney shall be authorized to continue to represent the Council.

13. LWDB 26

- A. LWDB 26 constitutes the NCFWDA's Local Workforce Development Board as described in 29 USCS §3122.
- B. The Council may direct the Attorney and the Administrative Entity to incorporate LWDB 26 as a Florida not for profit corporation organized for the purposes set forth in this Agreement, and to prepare and file all necessary applications for the Internal Revenue Service to declare LWDB 26 to be a charitable organization pursuant to 26 USCS §501(c)(3) that is exempt from taxation under 26 USCS §501 (a). Thereafter, LWDB 26 may solicit and accept grants and donation from sources other than Federal funds available under WIOA.
- C. LWDB 26 shall have 19 member positions, and those 19 members shall be appointed as set forth below in Section 14 hereof. LWDB 26's membership shall be consistent with the requirements of WIOA or such other workforce development legislation that may replace WIOA Title I, Section 107(b)(2), and with State requirements as set forth in §445.007(1), Florida Statutes.
  - a. The Council shall establish a formal nomination and appointment process to appoint members to LWDB 26. Said process, and all nominations and appointments made pursuant thereto, shall be in accordance with WIOA, §445.007(1), Florida Statutes, and such criteria as may be received from the Governor of the State.
  - b. The Council shall make an effort in the appointment of members LWDB 26 to reflect the composition of the population within the geographic area of the NCFWDA.

- c. A majority of the members of LWDB 26 shall be representative of businesses in the local area.
  - i. The Alachua County Commissioner representative to the Council shall appoint 6 of the private sector members of LWDB 26.
  - ii. The Bradford County Commissioner representative to the Council shall appoint 1 of the private sector members of LWDB 26.
  - iii. The Columbia County Commissioner representative to the Council shall appoint 1 of the private sector members of LWDB 26.
  - iv. The Dixie County Commissioner representative to the Council shall appoint 1 of the private sector members of LWDB 26.
  - v. The Gilchrist County Commissioner representative to the Council shall appoint 1 of the private sector members of LWDB 26.
  - vi. The Union County Commissioner representative to the Council shall appoint 1 of the private sector members of LWDB 26.
- d. The Alachua County Commissioner representative to the Council shall appoint 2 organized labor/workforce representatives of LWDB 26.
- e. The Columbia County Commissioner representative to the Council shall appoint the 1 CBO/Labor/Workforce representative of LWDB 26.
- f. The Bradford County Commissioner representative to the Council shall appoint the Adult Education & Literacy education representative of LWDB 26.
- g. The Alachua County Commissioner representative to the Council shall appoint the post-secondary education representative of LWDB 26.
- h. The Alachua County Commissioner representative to the Council shall appoint the private education representative of LWDB 26.
- i. The Alachua County Commissioner representative to the Council shall appoint the Vocational Rehabilitation, representative of LWDB 26.

- j. The Alachua County Commissioner representative to the Council shall appoint the economic development representative of LWDB 26.
  - D. In the instance a vacancy cannot be filled by the appointments defined above, eligible candidates will be reviewed from any county and voted upon by the Council.
  - E. All LWDB 26 vacancies shall be filled in accordance with the process and in the same manner in which they were initially filled.
  - F. Members shall be appointed for fixed and staggered terms. A term shall be a period of two (2) years. No member will serve more than eight (8) consecutive years.
  - G. All members of LWDB 26 shall serve at the pleasure of the Council, which may remove members from LWDB 26 at any time, with cause or without cause.
  - H. The Council shall establish By-Laws for LWDB 26 and no subsequent amendment thereto shall be effective unless approved by the Council.
14. Agreement between the Council and LWDB 26.
- The Council is authorized and directed to enter into an agreement with LWDB 26 for the purpose of describing the respective roles and responsibilities of each entity in accordance with State and Federal requirements.
- A. This Agreement does not release LWDB 7 from the financial liability associated with any determinations by FloridaCommerce, USDOL and/or any authorized funding agency conducting audits, of ultimate disallowance. LWDB 26 will not be liable for assuming any disallowance prior to the date of designation of LWDB 9 as the fiscal agent, nor will LWDB 26 be liable for any subsequently discovered disallowance that was incurred as a result of LWDB 7's activities prior to the date of LWDB 26's designation.

15. Notice.

- A. All notices under this Agreement shall be deemed sufficient and properly given if in writing delivered: (i) in person, (ii) by certified mail, postage prepaid with return receipt requested to the following addresses; provided, if notice is sent by mail, the notice shall be deemed delivered on the third day following such mailing which is not a Saturday, Sunday or a day on which the United States mail is not delivered, (iii) by email to the following email addresses, or (iv) to the following addresses by a commercial overnight courier that guarantees next day delivery and provides a receipt:

|                       |                        |
|-----------------------|------------------------|
| If to Alachua County: | If to Bradford County: |
|-----------------------|------------------------|

|                                                                                                                                                            |                                                                                                                                        |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|
| <p>County Manager<br/>12 SE 1<sup>st</sup> Street, Second Floor<br/>Gainesville, Florida 32601<br/>MLieberman@alachuacounty.us</p>                         | <p>County Manager<br/>945 N. Temple Avenue<br/>Starke, Florida 32091<br/>Scott_Kornegay@bradfordcountyfl.gov</p>                       |
| <p>If to Columbia County:<br/>County Manager<br/>135 NE Hernando Avenue, Suite 203.<br/>Lake City, FL 32055<br/>bccadmin@columbiacountyfla.com</p>         | <p>If to Dixie County:<br/>County Manager<br/>56 NE 210 Ave<br/>PO Box 2600<br/>Cross City, FL 32628<br/>duane.cannon@dixie.fl.gov</p> |
| <p>If to Gilchrist County:<br/>County Manager<br/>209 SE 1st Street<br/>Trenton, Florida 32693<br/>cbourassa@gilchrist.fl.us</p>                           | <p>If to Union County:<br/>County Coordinator<br/>101 NE 1st Street<br/>Union, Florida FL 32084<br/>countycoord@unioncounty-fl.gov</p> |
| <p>If to CareerSource NCFL or LWDB 26<br/>Chief Executive Officer<br/>1112 North Main Street<br/>Gainesville, FL 32601<br/>pMarty@alachuacounty.us&gt;</p> |                                                                                                                                        |

- 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)(c), Florida Statutes, therefore, the Parties are not jointly liable for the torts of LWDB 26, or the officers or employees of CSNCFL, or any other tort attributable to LWDB 26 or CSNCF; and only LWDB 26 or CSNCF, respectively, shall be liable for torts attributable to it or for torts of its officers or employees, and then, as to CSNCFL, only to

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

B. Administrative Entity. Pursuant to §163.01(9)(c), Florida Statutes, the Administrative Entity shall have all of the privileged and immunities from liability and exemptions from laws, ordinances, rules and common law which apply to the counties of the State of Florida. Pursuant to §163.01(9)(c), Florida Statutes, the Administrative Entity's officers, agents and employees shall have all of the privileged and immunities from liability and exemptions from laws, ordinances, rules and common law which apply to the officers, agents and employees of the counties of the State.

C. Nothing in this Agreement is intended to inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

19. Binding Effect.

This Agreement shall be binding upon the Parties, their respective successors and assigns and shall inure to the benefit of the Parties, their respective successors and assigns.

20. Entire Agreement.

This Agreement constitutes the entire agreement among the Parties pertaining to the subject matter hereof, and supersedes (except as expressly provided herein) all prior and contemporaneous agreements, understanding, negotiations and discussion of the Parties, whether oral or written, and there are no warranties, representations or other agreement between the Parties in connection with the subject matter hereof, except as specifically set forth herein.

21. Interpretation.

The provisions of this Agreement have been carefully and fully negotiated between the Parties, each of which has had equal bargaining power. The terms of this Agreement are to be construed in accordance with their fair meaning and intent, and are not to be construed for or against either Party because such Party or its attorney drafted this Agreement.

22. Applicable Law: Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State. Sole and exclusive venue for all actions arising from this Agreement shall be in the Alachua County, Florida.

23. Waiver of Jury Trial.

Each Party waives its rights to demand trial by jury.

24. Severability.

In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof and the remainder of this Agreement shall remain in full force and effect.

[This space was intentionally left blank]

DocuSign Envelope ID: F66D65AE-4B7D-473C-85D6-E5FCB26F00B3

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

ALACHUA COUNTY, FLORIDA

By: AGM

Mary C. Alford, Chair  
Board of County Commissioners

Date: Jun 12, 2024

ATTEST

Jess Irby

J.K. "Jess" Irby, Esq., Clerk  
(SEAL)

Approved as to form:

DocuSigned by:

David Forziano

70E5E810B8E1E403

Alachua County Attorney's Office

DULY APPROVED by the Board of County Commissioners in regular session,  
this 6<sup>th</sup> day of August, A.D., 2024.

**BRADFORD COUNTY**

Carolyn Spinner  
By: Carolyn Spinner

Title: Chair, Board of County  
Commissioners

Date: 8-6-2024

**ATTEST:**

\_\_\_\_\_

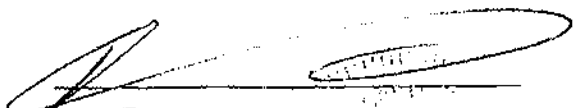
By: \_\_\_\_\_, Clerk

**APPROVED AS TO FORM:**

Richard Komando  
Richard Komando (Aug 27, 2024 10:09 EDT)  
County Attorney's Office

DULY APPROVED by the Board of County Commissioners in regular session,  
this 1<sup>st</sup> day of Nov, A.D., 2024.

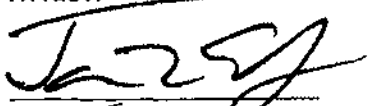
## COLUMBIA COUNTY

  
By: Ronald Williams

Title: Chair, Board of County  
Commissioners

Date: 11-7-2024

ATTEST:

  
By: J.M. Swisher, Clerk

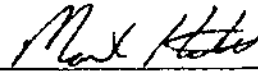
APPROVED AS TO FORM:

  
County Attorney's Office

DocuSign Envelope ID: F66D65AE-4B7D-473C-85D6-E5FC826F00B3

DULY APPROVED by the Board of County Commissioners in regular session,  
 this 2 day of Jan, A.D., 2025

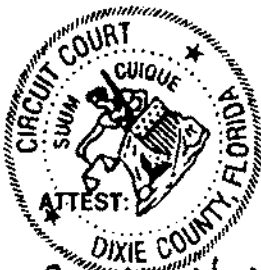
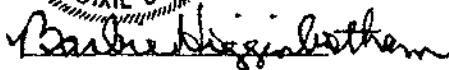
## DIXIE COUNTY



By: Mark Hatch, Vice Chair  
~~July Stephenson, Chairman~~

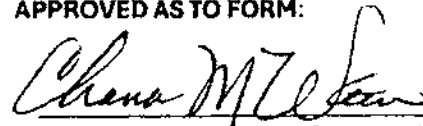
Title: Chair, Board of County  
 Commissioners

Date: 1/2/2025

By: Barbara Higginbotham, Clerk

## APPROVED AS TO FORM:



County Attorney's Office, Chana M. L. Lewis

DULY APPROVED by the Board of County Commissioners in regular session,  
this 21<sup>st</sup> day of October, A.D., 2024.

## GILCHRIST COUNTY



William H. Martin

By: William H. Martin

Title: Chair, Board of County  
Commissioners

Date: 10/21/2024

## ATTEST:

Todd Newton

By: Todd Newton, Clerk

## APPROVED AS TO FORM:

Don. L. Liff  
County Attorney's Office

**County Attorney's Office**

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

THIS INTERLOCAL AGREEMENT made and entered into this 24th day of \_\_September\_\_ A.D. 2024, by and between CareerSource North Central, hereinafter referred to as "CSNCFL" a local government agency, created pursuant to Florida Statutes §163.01 and Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "County." Collectively, CSNCFL and the County are hereinafter referred to as the "Parties."

**RECITALS**

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

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

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

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

**1. Term**

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

**2. Duties of CSNCFL**

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

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

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

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

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

**3. Duties of the County.**

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

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

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

3.3 Information Technology.

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

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

#### **4. Compensation**

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

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

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

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

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

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

## **5. Notice.**

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

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

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

|                              |                              |
|------------------------------|------------------------------|
| Procurement Division         | County Manager's Office      |
| 12 SE 1 <sup>st</sup> Street | 12 SE 1 <sup>st</sup> Street |
| Gainesville, FL 32601        | Gainesville, FL 32601        |
| Attn: Contracts              | Attn: Gina Peebles           |

## **6. Default and Termination.**

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

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

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

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

## **7. Project Records.**

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

## **8. Sovereign Immunity.**

- 1.1 The Parties intend to avail themselves of the benefits of §768.28 and §163.01(9)(a), Florida Statutes, and of other statutes and the common law governing sovereign immunity to the fullest extent possible. In accordance with §163.01(5)(o), Florida Statutes, therefore, one party shall not be jointly liable for the torts committed by the officers, employees, agents, representative or contractors of the other party. Each party shall be solely responsible for the negligent acts and omissions of its officers, employees, agents, representative and contractors, and then only to the extent of the limited waiver of sovereign immunity or limitation of liability specified in §768.28, Florida Statutes. Nothing in this Agreement is intended to inure to the benefit of any third party for the purposes of allowing any claim that would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

## **9. Assignment of Interest.**

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

## **10. Successors and Assigns.**

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

## **11. Third Party Beneficiaries.**

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

**12. Severability.**

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

**13. Non-Waiver.**

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

**14. Governing Law and Venue.**

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

**15. Attachments.**

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

**16. Amendments.**

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

**17. Captions and Section Headings.**

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

**18. Construction.**

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

**19. Counterpart.**

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

**20. Recording of Interlocal Agreement and Amendments.**

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

**21. Entire Agreement.**

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

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

ALACHUA COUNTY, FLORIDA

CSNCFL

By:   
Mary C Alford (Oct 9, 2024 11:30 EDT)

By: Phyllis Martz

Name: Mary C Alford

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Oct 9, 2024

Oct 30, 2024

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_

ATTEST: Karen Davis  
Karen Davis (Oct 30, 2024 14:59 EDT)

APPROVED AS TO FORM

DocuSigned by:  
  
Alachua County Attorney's Office  
70E5E81D8E1E4D3...

CLERK'S OFFICE

CLERK: \_\_\_\_\_

By: 

Name: J.K. "Jess" Irby, Esq.

Title: \_\_\_\_\_

Oct 9, 2024

Date: \_\_\_\_\_

(County Seal)

## **ATTACHMENT A: Duties of County**

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

2.3.4. Classifications:

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

2.3.5. Employee/Labor Relations:

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

2.3.6. General HR:

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

2.3.7. Development & Training:

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

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

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

**2.4.2. Oversee ADA Compliance:**

**2.4.3. conduct site reviews of service locations/physical access**

**2.4.4. conduct ADA training; monitor accessibility of programs and services**

**2.4.5. respond to employee accommodation requests**

**2.4.6. Monitor Language Access Compliance**

**2.4.7. Investigate Complaints of Discrimination/Harassment**

**2.4.8. Conduct Staff Training/New Employee EO Orientation**

**2.4.9. Complete Annual EO Monitoring Questionnaire in Preparation for Desk/Onsite Audit by the State Equal Opportunity Officer EO Officer**

**2.5. Risk Management**

**2.5.1. New Employee Benefits Orientation**

**2.5.2. Benefits Administration**

**2.5.3. Payroll entry/changes/termination**

**2.5.4. Bill reconciliation**

**2.5.5. Retirement for Florida Retirement System (FRS)**

**2.5.6. Life Insurance Claims**

**2.5.7. Deferred Compensation Administration**

**2.5.8. Flexible Spending Plans Administration**

**2.5.9. Annual 1095C processing**

**2.5.10. Benefits Issues**

**2.5.11. Coverage Issues**

**2.5.12. Claims Issues**

**2.5.13. Open enrollment**

**2.5.14. Retiree Administration**

**2.5.15. Retiree Life Insurance**

**2.5.16. Life Insurance Claims**

**2.5.17. Retiree Health Administration**

**2.5.18. Retiree Subsidy**

**2.5.19. Wellness and Occupational Health Program Administration**

**2.5.20. Ongoing wellness events and programs including incentive program**

**2.5.21. Pre-hire and employment drug testing**

**2.6. Information Technology Services**

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

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

2.7.1. Carpet/Flooring Issue

2.7.2. Door/Window/Wall Issue

2.7.3. Electrical Issue

2.7.4. Fire & Life Safety

2.7.5. HVAC Issue

2.7.6. Janitorial Issue

2.7.7. Pest Issue

2.7.8. Plumbing Issue

2.8. Financial Software Hosting Services

2.9. Liability and D & O insurance coverage

**BY-LAWS**  
**Of**  
**The North Central Florida Workforce Development Board**

The provisions of this document constitute the By-Laws which shall be utilized to govern the management and operation of the North Central Florida Workforce Development Board (NCFWDB or LWDB 26).

**ARTICLE I**  
**DEFINITIONS**

Section 1.1 -Definitions

- A. "Acts" shall mean and refer to the Federal Workforce Innovation and Opportunity Act of 2014, Public Law 113-128 and Florida Workforce Innovation Act of 2000, Chapter 445, Florida Statutes, collectively;
- B. "CareerSource Florida" (CSF) shall mean the staff appointed to carry out the policies of the State of Florida workforce development board which is called the CareerSource Florida Workforce Development Board "CSFWDB".
- C. "CareerSource North Central Florida" (CSNCFL) shall mean and refer to the administrative entity created by the Interlocal Agreement by and between Alachua, Bradford, Columbia, Dixie, Gilchrist and Union counties pursuant to §163.01, Florida Statutes ("Interlocal Agreement"), and designated to provide and serve as support staff to LWDB 26 and the Council to carry out the purposes of the Interlocal Agreement and the Agreement between the Council and LWDB 26.
- D. CSNCFL One-Stop System shall mean the physical career center and technological career center communications network established pursuant to WIOA to deliver workforce services to the North Central Florida Workforce Development Area.
- E. "Chief Executive Officer" (CEO) shall mean the top executive of CSNCFL.
- F. "Chief Local Elected Officials" (CLEO) shall mean and refer to the appointed County Commissioners from Alachua, Bradford, Columbia, Dixie, Gilchrist and Union counties.
- G. "Council" shall mean the CSNCFL Council of Elected Officials ("Council") created through the Interlocal Agreement entered into between Alachua, Bradford, Columbia, Dixie, Gilchrist and Union counties which provide, among other authorities and responsibilities, for the creation of LWDB 26 and the

appointment of its members.

- H. "Fiscal Agent" shall mean the Alachua County Clerk of Court as designated in the Administrative Agreement between CSNCFL and Alachua County. CSNCFL shall be the entity designated to receive funds under Master Agreement with Florida Commerce. The Fiscal Agent shall be responsible for the disbursement of funds as directed by the Council/LWDB 26 action at a properly noticed meeting or in accordance with policy adopted by the Council/LWDB 26 at a properly noticed meeting.
- I. "Florida WIA" shall mean and refer to the Florida Workforce Innovation Act of 2000, Chapter 445, Florida Statutes.
- J. "FloridaCommerce" shall mean the State of Florida Department that administer state and federal programs and initiatives to help visitors, citizens, businesses, and communities.
- K. "Local Grant Recipient" shall mean and refer to the counties of Alachua, Bradford, Columbia, Dixie, Gilchrist and Union counties.
- L. "Local Grant Sub-Recipient" shall mean and refer to CSNCFL.
- M. "Local Workforce Development Area" (Local Area) shall mean and refer to a jurisdiction for the administration of workforce development activities. A jurisdiction must be designated as a Local Area by the Governor in order for the jurisdiction to receive WIOA Title 1, subtitle B formula grants. In north central Florida it is Alachua, Bradford Columbia, Dixie, Gilchrist and Union Counties.
- N. "Local Workforce Development Board 26" (LWDB 26) shall mean the local workforce board whose members are those individuals appointed by the Council, and who in partnership with the Council, set policy for CSNCFL.
- O. "LWDB Staff" or "Staff to the LWDB" shall mean and refer to CSNCFL.
- P. "North Central Florida Workforce Development Area" (NCFWDA) shall mean the geographic areas comprising Alachua, Bradford, Columbia, Dixie, Gilchrist and Union counties.
- Q. "WIOA" shall mean and refer to the Federal Workforce Innovation and Opportunity Act of 2014, Public Law 113-128.
- R. "4-year Local Area Workforce Plan" (Local Plan) shall mean and refer to the 4-year action plan which sets forth the strategies for the investment of resources to meet the objectives of the various workforce grants and programs including but not

limited to the development, alignment, and integration of service delivery strategies in support of the State's vision and strategic and operational goals.

## **ARTICLE II NAME, SERVICE AREA, MAIN OFFICE LOCATION**

### **Section 2.1 - Name**

The legal name of the organization shall be the North Central Florida Workforce Development Board, Inc., hereinafter referred to as "NCFWDB" or "LWDB 26".

### **Section 2.2 - Service Area**

The NCFWDB shall serve the employers and residents of Alachua, Bradford Columbia, Dixie, Gilchrist and Union counties, Florida.

### **Section 2.3 - Office Location**

The official office location and mailing address shall be 1112 North Main Street, Gainesville, FL 32601.

## **ARTICLE III PURPOSE AND USE OF FUNDS**

### **Section 3.1 - Purpose**

The purposes for which the NCFWDB is formed, and its business goals and objectives, are as follows:

- A. To serve as the Local Workforce Development Board for Region 26, as certified by CSF.
- B. Together with the Council to oversee the creation of a comprehensive and high-quality workforce delivery system in the NCFWDB and to maximize and continue to improve the quality of services, customer satisfaction, and effectiveness of the services provided.
- C. To deliver customer-focused, value-added workforce solutions designed to meet the specific needs of employers and job seekers.
- D. Together with the Council to provide policy and oversight over CSNCFL and the CSNCFL One-Stop system.

- E. To enhance the provision of workforce development services; increase the involvement of the business community, including small and minority businesses, in workforce development activities; to increase private sector employment opportunities; and to ensure the economic health of the community.

### Section 3.2 - Use of Funds

- A. The NCFWDB in conjunction with the Council shall approve the use of funds in ways that will most effectively satisfy the labor market demand needs of the residents and business community to enhance the economic well-being of the community and to invest their resources to result in attainment of the performance measures negotiated with FloridaCommerce.
- B. The NCFWDB in conjunction with the Council shall approve the use of funds in accordance with Section 4.3 paragraph I and in a manner that takes into account sustained fiscal integrity and accountability pursuant to 2 CFR 200 et. seq., WIOA and the corresponding Federal Regulations and State policies as well as the laws and regulations applicable to such other grant funds or donations received.
- C. Investments, loans or evidence of indebtedness or promises to pay shall not be contracted for on behalf of the NCFWDB unless authorized and approved by both the LWDB 26's Board of Directors and Council.
- D. The NCFWDB in conjunction with the Council shall exercise oversight over the funds awarded to the NCFWDA.

## **ARTICLE IV BOARD OF DIRECTORS**

### Section 4.1 - Governing Body

The LWDB 26 shall be governed by a Board of Directors, to be appointed by the Council as provided herein.

### Section 4.3 - Appointment of Board Members

- A. The Council shall appoint members of the Board of Directors ("Board") consistent with criteria established under WIOA, the Governor, the Interlocal Agreement and the nomination process approved by the Council and attached hereto as Exhibit 1.
- B. The initial appointments of LWDB 26 members shall be fixed and staggered terms of four, six and eight years. Thereafter, new and reappointed members shall be appointed for terms of two (2) years. No member will serve more than eight (8) consecutive years.

- C. The authority to appoint, reappoint or revoke the appointment of members to LWDB 26 lies solely with the respective County's CLEO that appointed the LWDB 26 member. Members of the Board shall serve at the pleasure of the Council elected official who appointed them. The member may be removed either for or without cause at any time.
- D. Members of the Board may identify and encourage potential applicants to apply for appointment to the Board in accordance with the application process set forth by the Council;
- E. The CSNCFL CEO shall provide or arrange for annual training to Board members to ensure they are aware of their roles, responsibilities and functions to include an orientation and training for new Board members and periodic updates as needed;
- F. The number of Board members and the categories of membership shall conform to Federal and State legislation, regulations and policies.

#### Section 4.4 - Authority and Responsibilities

All corporate powers shall be exercised by or under the authority of the Board in conjunction with the approval of the Council, and the business and affairs of the Corporation will be managed under the direction of the CEO. The Board and Council shall direct strategic and operational oversight of the Corporation to help develop a comprehensive and high-quality workforce delivery system in the NCFWDA.

The Board's general responsibilities shall include, but not be limited to:

- A. Establishing, adopting and overseeing policies for governance, administration and operation of the Corporation to carry out the functions of the LWDB 26 as outlined in WIOA in coordination with the Council as provided herein, and in the law governing the funds awarded to the NCFWDA;
- B. Developing, ratifying and submitting or amending the Local Plan pursuant to Public Law No. 113-128 WIOA and the provisions of Florida Statute 445.007 subject to the approval of the Council; Convening local workforce development system stakeholders to assist in the development of the Local Plan and in identifying non-Federal expertise and resources to leverage support for workforce development activities;
- C. Coordinating agreements with the Council that are necessary to designate the administrative entity and fiscal agent for the NCFWDA;
- D. Providing oversight of the Corporation's programs, costs and performance

outcomes together with the Council;

- E. Identifying and selecting providers of youth services;
- F. Identifying, selecting and approving eligible training providers and other providers of training services;
- G. Together with the Council identifying, selecting and approving career services provider(s);
- H. Together with the Council selecting the One-Stop Operator(s);
- I. Developing an annual planning budget for the activities of the CSNCFL with approval of the CEO and consistent with the Local Plan and the duties of the LWDB 26. The annual planning budget shall be presented to the Council in May or June of each year prior to the start of the program year based upon the planning numbers provided by FloridaCommerce. The annual planning budget shall include all non-federal revenues and discretionary grants. There shall be a "true-up" report showing the actual awards and budget vs actual in December or January every year
- J. Together with the Council negotiating and reaching agreement on local performance indicators with the Governor.
- K. Coordinating the Local Area's workforce investment activities with economic development strategies and developing other employer linkages with such activities.
- L. Developing the Local Regional Targeted Occupations List.
- M. Ensuring grievance procedures and equal opportunity representation is available and made known to staff, participants, and other interested parties in the local workforce development system.

#### Section 4.5 - Employment of a Director and Staff

- A. The administrative entity, CSNCFL, shall staff the Board through an Administrative Agreement with Alachua County. The Chief Executive Officer (CEO) shall report to the Board and the Council and shall be responsible to hire sufficient personnel to carry out effective and efficient operations of workforce development programs as defined in the Local Plan and to provide necessary technical assistance to any sub-grantee's providing workforce services.
- B. The Board may recommend to the Council that the CEO be suspended, with or

without pay, or may recommend that the Council remove the CEO who serves at the pleasure of the Council.

#### Section 4.6 - Authority of Individual Board Members

- A. Board members have authority over the affairs of LWDB 26 only when acting as a Board of Directors legally in session. The Board shall not be bound in any way by any action or statement on the part of any individual Board member except when such statement or action is taken when carrying out specific instructions by the Board.
- B. Members of the LWDB 26 and its Committees may be contacted for comments on NCFWDA, Board or Council matters and/or issues of public interest. Board and Committee members shall direct any such requests to the CSNCFL CEO who is designated as the official spokesperson for the NCFWDA. He/she shall update the Council and LWDB 26 Chairs regarding public comments as appropriate and shall take direction from the Council Chair who may also choose to comment or to have the LWDB 26 Chair comment.

#### Section 4.7 - Categories of Board Membership

Consistent with criteria defined by the U.S. Department of Labor, WIOA, the State of Florida, and Florida WIA, Board member composition shall be in accordance with the following categories:

- A. Business: These shall be individuals; who are business owners, including small business, chief executives or operating officers, employers or other individuals with optimum policymaking or hiring authority, provide employment opportunities that include high-quality, work relevant training and development in in-demand industry sectors or occupations, and are nominated by business organizations or business trade associations. Business sector representatives shall constitute a minimum of fifty-one percent (51%) of the total Board.
- B. Workforce: These shall be representatives; of local labor organizations nominated by local labor federations, member of a local labor organization or a training director from a joint labor-management apprenticeship program, or if no joint program exists an individual from an apprenticeship program, may include community based organizations that have demonstrated experience and expertise in addressing employment needs of individuals with barriers, including organizations that serve veterans or individuals with disabilities, and out of school youth. Workforce sector representatives shall constitute a minimum of twenty percent (20%) of the total Board.
- C. Education and Training: Representatives shall include; providers

administering adult education and literacy activities under WIOA Title II, institutions of higher education providing workforce investment activities, and a private institution of higher education providing workforce investment activities in accordance with FS §445.07.

- D. Government, Economic/Community Development: Representatives of governmental, and economic and community development entities serving the Local Area, State Employment Office/Wagner-Peyser Act 29 U.S.C. 720 et seq, WIOA Title I of Rehabilitation Act of 1973, may include agencies representing transportation, housing, public assistance, philanthropic organizations or representatives of entities or individuals as the Council determines to be appropriate.
- E. All Board members shall be individuals with optimum policymaking authority within their organizations, agencies or entities. A representative with "optimum policymaking authority" is an individual who can reasonably be expected to speak affirmatively on behalf of the entity he or she represents and to commit that entity to a chosen course of action.
- F. An individual may be appointed as a representative of more than one membership category if the individual meets all criteria for such representation. If an individual represents more than one membership area, he or she must be appropriately nominated by the organization or entity he or she will represent in each category and must have optimum policymaking authority within each membership area represented.
- G. To the extent possible nominees shall represent the urban and suburban nature as well as the demographic, ethnic, and gender characteristics reflective of the NCFWDA

#### Section 4.8 - Qualifications

Members of the Board shall be U.S. citizens or permanent residents, and registered voters of Alachua, Bradford Columbia, Dixie, Gilchrist or Union counties, or if they are business owners the business or an office of the business shall be located in Alachua, Bradford, Columbia, Dixie, Gilchrist or Union counties, or business representatives must be employed by a business that is located in one of those two counties. The residency and voter registration requirements may be waived, for members of required categories only, at the recommendation of the Council.

#### Section 4.9 - Financial Disclosure

Each Board member is considered a "public servant" and as such is required to file a statement of financial interests within thirty (30) days of appointment to the Board, and annually thereafter, as well as upon completion of their term on the Board.

#### Section 4.10 - Compensation

No compensation will be paid to Board members for services performed as members of the Board. Board members may be reimbursed for expenses incurred when traveling on official business of the Board or Council. Reimbursement of expenses must conform to the State's established travel policy.

#### Section 4.11 - Notification of Vacancies

The Board Chair or the CEO will notify the Council when Board vacancies occur through written correspondence to the Chair of the Council.

### **ARTICLE V BOARD MEMBERSHIP**

#### Section 5.1 - Terms of Membership

- A. In accordance with WIOA and Florida WIA, whenever a mandatory seat on the Board must be filled by an individual occupying a specific position in an organization, agency or institution, their term of office shall not expire except and unless the federal or state statute is amended to exclude the position; and
- B. If a Board member resigns prior to his or her term end date, or ceases to represent the category to which they were appointed, in which case they shall be considered as having defacto resigned, the Council shall appoint an individual to fill the seat in accordance with required nomination procedures. Upon appointment, the new member shall serve the remainder of the unexpired term of the member whose vacancy he or she is filling.

#### Section 5.2 - Attendance

Three (3) consecutive absences from regularly scheduled Board meetings, without an excuse approved by the Board Chair, shall constitute a de facto resignation of the Board member. Three (3) consecutive absences from regularly scheduled Committee meetings, without an excuse approved by the Committee Chair, shall constitute a de facto resignation from the Committee. De facto resignation from a Committee will not impact the individual's membership on the Board or membership on other Committees.

#### Section 5.3 - Resignation of Membership

A Board member may resign his or her membership on the Board at any time by submitting a resignation in writing to the CSNCFL CEO. A resignation shall become effective upon the date specified in such notice, or, if no date is specified, upon receipt of the resignation.

## Section 5.4 - Revocation of Membership

The Chair may recommend revocation of Board membership to the CEO for the following reasons:

- A. A member's disability, illness or inability to perform their duties on the Board after conferring with the board member or his/her representative and entering into the ADA approved interactive accommodation discussion to determine whether an accommodation would make it possible for the member to perform their duties;
- B. Alleged unethical or illegal practices or actions, in which instance if the matter is resolved in favor of the member, they would be eligible for reappointment to the Board; or
- C. Failure to carry out duties, responsibilities or functions of a Board member as defined herein.

## **ARTICLE VI BOARD OFFICERS**

### Section 6.1 - Board Officer Positions

- A. The Board Officers shall consist of a Chair and a Vice-Chair.
- B. The Chair and Vice Chair shall be selected from the private sector members.

### Section 6.2 - Nomination and Election of Board Officers

The Officers shall be elected as follows:

- A. A slate of nominees for Officers shall be presented to the Board by an Ad Hoc Nominating Committee appointed by the Chair at the April or May.
- B. The Officers shall take office at the meeting immediately subsequent to their election.

### Section 6.3 - Duties of Board Officers

- A. Duties of the Chair shall include:
  - 1. Presiding at all meetings of the Board.
  - 2. Serving as Chair of the Executive Committee.
  - 3. Making all committee Chair appointments subject to these By-laws.
  - 4. Calling special meetings of the Board.

5. Establishing Ad-Hoc Committees as deemed necessary to conduct the business of the Board and make appointments thereto such as but not limited to proposal review committees, governance committee, or nominations committee.
6. Serving as a signatory for LWDB 26 on documents requiring the signature of the Chair.
7. Performing all duties incident to the office of Chair.

B. Duties of the Vice-Chair shall include:

1. Presiding over meetings of the Board in the absence of the Chair;
2. Serving as a member of the Executive Committee.
3. Serving as a signatory on required documents in the absence of the Chair.
4. Performing all duties incident to the office of Chair in the absence of the Chair.

Section 6.4 - Terms of Board Officers

- A. The term of office for the Board Chair and Vice-Chair shall be for one (1) year, from July 1 or the month following the date of the election through June 30.
- B. Board Officers shall serve no more than two (2) consecutive terms of one (1) year each in the same office, if re-elected, provided that the time in office does not exceed the limits of their term of membership on the Board. After two (2) consecutive terms, the Officer shall then step down from their position for a minimum of one (1) year, although they may continue to serve as Board members, or in other offices.

Section 6.5 - Vacancy in One of the Officer Positions

If a vacancy in any office other than the Chair occurs due to the illness, resignation, etc. of the Officer elected, a replacement shall be elected to serve the unexpired term of office at the next regularly scheduled LWDB 26 meeting where a quorum is established. If the office of Chair becomes vacant, the Vice-Chair will assume the office of Chair for the remainder of the unexpired term. The office of Vice-Chair will then be filled in the manner in which the Vice Chair was elected.

**ARTICLE VII  
BOARD COMMITTEES**

Section 7.1 - Standing Committees

- A. Standing Committees shall be the Executive Committee, the One-Stop

Adult/Dislocated Worker Performance Committee, The Youth Committee, and the Finance Committee.

- B. The Council may create, expand or combine Standing Committees as determined necessary for the efficient operation of the LWDA 26. The LWDA 26 may initiate creating, expanding or combining Standing Committees by providing recommendations for Council consideration and approval.

## Section 7.2 - Ad Hoc Committees

The Chair may appoint Ad Hoc Committees as determined necessary.

## Section 7.3 - General Guidelines of Committee Membership

- A. All Board members shall be required to serve on at least one (1) Standing Committee;
- B. All committees shall be chaired by a Board member appointed by the Board Chair. The Chairs of the One-Stop and Youth Committees may appoint Board and non-Board members deemed appropriate to serve on these committees. Board members shall comprise a majority of each committee; and

## Section 7.4 - Terms of Executive Committee Members and Committee Chairs

The term of office for Committee Chairs shall be one (1) year. After two (2) consecutive terms, Committee Chair shall step down from their position for a minimum of one (1) year, although they may continue to serve as Board and Committee members.

## Section 7.5 - Executive Committee Membership, Duties and Responsibilities

- A. The Executive Committee shall be chaired by the Board Chair and shall consist of the Board Chair, Vice-Chair, Chairs of the Standing Committees, and the Immediate Past Chair.
- B. The Executive Committee shall also be responsible for:
  - 1. Reviewing and recommending for Council approval the CEO's performance evaluation and compensation.
  - 2. Reviewing and overseeing the CEO's succession plan to ensure continuity of leadership and uninterrupted delivery of services during the time needed to select a new CEO, including recommending for Council approval the selection of an Interim CEO.
  - 3. Reviewing matters that come before the entire Board and recommending them for approval to the full Board.

4. Serving as the compensation committee when necessary to approve personnel policies which shall be aligned with that of Alachua County to the extent possible, and employee salary and benefits plans from time to time.
5. Reviewing and recommending for Board approval policies ensuring employees meet the necessary WIOA training requirements.

#### Section 7.6 – One-Stop and Performance Committee

The One-Stop and Performance Committee's general responsibilities shall include, but not be limited to:

- A. Reviewing and recommending for Board approval the services and programs being delivered to employers and job seekers.
- B. Reviewing and recommending for Board approval eligible training provider applications, termination, and other actions pertaining to training vendors.
- C. Reviewing and recommending for Board approval, and maintaining, the Regional Targeted Occupations List.
- D. Reviewing and recommending for Board approval partnerships with economic development organizations and other business associations in accordance with the NCFWDA strategic plan.
- E. Providing recommendations with respect to matters relating to the one-stop delivery system.
- F. Providing recommendations with respect to making the one stop system accessible so as to provide better service individuals with disabilities.
- G. Providing recommendations regarding the coordination of one-stop partner services.
- H. Providing oversight and recommendations for performance improvement including a review of CSNCFL attainment of state negotiated performance measures.
- I. Making recommendations related to the identification of targeted business sectors.

#### Section 7.7 - Youth Committee Membership, Duties and Responsibilities

The Youth Committee's membership and responsibilities shall include, but not be limited to:

- A. Members in addition to Board members who shall be in the majority and Chair

the committee include members of community-based organizations who provide services to eligible youth, and other individuals with appropriate expertise and experience.

- B. Reviewing and recommending for Board approval youth service providers.
- C. Reviewing the plans and services of other agencies and one-stop partners relating to improving coordination of services to youth.
- D. Reviewing the performance reports relating to youth services and considering recommendations based upon the reported performance.
- E. Working with other community partners to solicit grant opportunities as a means of increasing overall youth workforce development services

#### Section 7.8 - Finance and Audit Committee Membership, Duties and Responsibilities

The Finance Committee shall be chaired by the Vice Chair. The Finance Committee's general responsibilities shall include, but not be limited to:

- A. Providing oversight of the fiscal affairs of the Corporation to ensure fiscal integrity and accountability of all funds.
- B. Reviewing and recommending for Board approval the CSNCFL annual planning budget. The annual planning budget shall be based upon the planning numbers provided by FloridaCommerce and shall include all non-federal revenues and discretionary grants.
- C. Reviewing and recommending for Board approval all modifications to the budget.
- D. Reviewing and recommending for Board approval the annual IRS Form 990 submission.
- E. Reviewing and recommending for Board approval the selection of an audit firm, if it is not Alachua County's audit firm, which shall be responsible for performing the annual financial audit.
- F. Review of the annual Audit Report which shall first be presented to the Finance and Audit Committee and then to the full Board for approval.
- G. Reviewing all internal and external monitoring reports including corrective action as required by findings or observations, if any.
- H. Reviewing and recommending for Board approval the acceptance of donations.

#### Section 7.9 - The Ad Hoc Nominating Committee Membership, Duties and Responsibilities

The Board Chair shall appoint the Chair and members of the Nominating Committee from among the membership of the Board. This committee shall consist of no less than three (3) and no more than five (5) members. The Nominating Committee's general responsibilities shall include, but not be limited to:

- A. Meeting prior to the Board's Annual Meeting to identify and select a slate of Officers to be presented to the Board at the Annual Meeting.
- B. Reviewing Board members' attendance, participation, and length of service in developing a slate of Officers.
- C. Presenting a slate of Officers to the Board at the Annual Board meeting. Prior to voting on the slate of Officers nominations shall be accepted from the floor.

## **ARTICLE VIII MEETINGS**

### **Section 8.1 - Meeting Frequency, Location, Notices, Minutes, Participation and Parliamentary Procedures**

- A. The Board and Committees of the Board shall meet on a regularly scheduled basis as deemed necessary and appropriate to carry out the responsibilities of the Board or Committee. A calendar of the meetings shall be presented to the Board each year at its annual meeting. The Executive Committee shall meet in the week preceding that of the Board Meeting.
- B. Meetings of the Board and Committees of the Board shall be held at locations determined by the CSNCFL CEO.
- C. The CSNCFL CEO or their designee shall publish notices of all Board and Committee meetings in accordance with Florida law and shall posting on the CSNCFL website and shall send notice of meetings and the Agenda via email or any other electronic means, at least five (5) calendar days in advance of the Board meetings and three (3) days in advance of a Committee meeting. These notices shall contain the meeting date, time, location, and identify the agenda items.
- D. Special meetings of the Board or Executive Committee may be called at any time by the Board Chair. Notice of special meetings shall be posted three (3) calendar days in advance. These notices shall contain the meeting date, time, location, and identify the purpose of the meeting.
- E. The public shall be informed of all meetings of the Board and Committees of the Board through notices which shall state the meeting date, time, location and

purpose.

- F. Written minutes shall be kept of all Board and Committee meetings. Written minutes shall be reviewed and approved at the next Board or Committee meeting as appropriate. The official minutes of meetings of the Board and Committees of the Board are public record and shall be open to inspection by the public. Minutes shall be kept on file by LWDB Staff at the CSNCFL administrative office as the record of the official actions of the Board or Committee and shall be posted on the CSNCFL website.
- G. All Board and Committee meetings shall be conducted in accordance with the "sunshine provision" of WIOA and Florida's Government-in-the-Sunshine Act. Conducting business in an open manner includes but is not limited to meetings open to the public, posting of the LWDB 26 By-Laws, publicly noticing all Board and Committee meetings, and posting of all Board and Committee meeting minutes.
- H. The Board may allow members to participate in Board and Committee meetings by the use of technology, such as telephone and web-based meetings, to promote member participation, provided that same access be made available to the public and it allows all persons participating in the meeting to hear each other.

#### Section 8.2 - Participation in Meetings

Participation in Board and Executive Committee meetings shall be limited to members of the Board, Committees of the Board and staff. A time shall be set on the agenda for the receipt of public comment to allow input or comment from any member of the public.

#### Section 8.3 - Parliamentary Procedures

When parliamentary procedures are not covered by these By-laws, Robert's Rules of Order, as revised, shall prevail.

### **ARTICLE IX QUORUM. VOTING. CONFLICT OF INTEREST AND RELATED PARTY CONTRACTS**

#### Section 9.1 - Quorum

A quorum is required to conduct official business of the Board and Committees of the Board.

- A. A quorum of the Board shall consist of fifty percent (50%) of the actual appointed Board membership.

- B. No quorum shall be required for meetings of Committees however at least three (3) members must be present including the chair in order to conduct business.
- C. Board and Committee members participating by the use of technology, such as telephone and web-based meetings, will be included as part of the quorum as a quorum does not have to be physically present to conduct business.

## Section 9.2 – Voting

- A. Any action that may be taken by the Board or a Committee shall be considered the act of the Board or Committee only if the action is taken by an affirmative vote of the majority of the members in attendance at a meeting where a quorum has been established if required.
- B. Each member of the Board or Committee shall have one (1) vote when present at a Board or Committee meeting, whether attending in person or by telephone or other type of communication technology.
- C. After consideration of the flexibility allowed by WIOA it has been determined that members may not vote by proxy as members may attend meetings virtually, via Zoom, meeting software program and by phone further members who do not attend meetings are subject to removal as provided herein. Neither Board nor Committee members may delegate his or her voting power to a representative, to enable a vote in absence, regardless of whether the representative is another Board or Committee member.
- D. Voting privileges of non-Board members selected to serve on a Committee are limited to that Committee.
- E. A member of the Board or Committee, who is present, either in person or by telephone or other type of communication technology, at a meeting of the Board or Committee at which action on any matter is taken shall vote on all said actions or matters. Every vote shall be declared and entered in the minutes of the meeting except as provided below in the case of conflict of interest.
- F. A Board member acting as presiding Officer at a meeting of the Board or a Committee shall be entitled to vote on the same basis as if not acting as the presiding Officer.

## Section 9.3 - Conflict of Interest

When an issue presents a possible or perceived conflict of interest to a Board or Committee member, said member shall disclose the conflict of interest, abstain from voting, and refrain from participating in any discussion with respect to that issue. A conflict of interest is any matter which has a direct bearing on services to be provided by that member or any entity which such member represents, or any matter which would

financially benefit such member or any entity such member represents.

#### Section 9.4 - Related Party Contracts

Related party contracts shall require a two-third (2/3<sup>rd</sup>) affirmative vote of the quorum in attendance at the Board meeting and shall be reported to FloridaCommerce in accordance with their policy. A related party contract is any contract made between CSNCFL and Board members or an entity which that Board member represents. Related party contracts, for other than training, are prohibited.

### **ARTICLE X AMENDMENTS**

#### Section 10.1 - Amendments

These By-laws may be amended or replaced only with Council approval. The Board may initiate or support this process by providing recommendations for amendment or replacement for Council consideration and approval.

#### Section 10.2 - Recommendations for Amendments

The Board may recommend to the Council these By-laws be amended or replaced by an affirmative vote of two-third (2/3<sup>rd</sup>) of the membership of the Board, after notice, which shall specify or summarize the changes proposed to be made. Such notice shall be made no less than five (5) calendar days prior to the meeting at which such amendment or replacement is considered.

### **ARTICLE XI GENERAL PROVISIONS**

#### Section 11.1- General Provisions

Nothing in these By-laws shall be construed to take precedence over federal, state or local laws or regulations, or to constrain the rights or obligations or the units of government of the local elected officials party to the Interlocal Agreement.

### **ARTICLE XII INDEMNIFICATION**

#### **Section 12.1 - Indemnification of Board Members**

The LWDB 26 shall indemnify any Board Officer, Board member, or staff person, or former Board Officer, Board member, or staff person, for expenses actually and reasonably incurred by him or her in connection with the defense of any action, suit or

proceeding, civil or criminal, in which he or she is made a party by reason of being or having been a Board Officer, Board member, or staff person, except in relation to matters in which he or she was adjudicated, in the action, suit or proceeding, to be liable for negligence or misconduct in the performance of his or her duties.

#### Section 12.2 - Rights to Indemnification

The right to indemnification under this Article is only available to the extent that the power to indemnify is lawful and to the extent that the person to be indemnified is lawful and to the extent that the person to be indemnified is not insured or otherwise indemnified.

#### Section 12.3 - Indemnification Insurance

CSNCFL shall purchase and maintain insurance sufficient to meet this Article's indemnification requirements

### **ARTICLE XIII FISCAL YEAR**

#### Section 13.1 - Fiscal Year

The fiscal year of LWDB 26 shall be October 1st through September 30th.

### **ARTICLE XIV DISSOLUTION**

#### Section 14.1- Dissolution

Upon the dissolution of the North Central Florida Workforce Development Board, the Officers shall, after paying or making provision for the payment of all the liabilities of the North Central Florida Workforce Development Board, Inc., dispose of the remaining assets of the board by returning them to the U.S. Department of Labor, the state designee, the governmental units of the workforce development area or, if the U.S. Department of Labor and state designee agrees, giving those assets to local charitable, educational, religious, or scientific purpose organizations which at the time qualify as a Section 501 (c)3 non-profit organization under the Internal Revenue Code.

**ARTICLE XV**  
**ENACTMENT PROVISION**

Section 15.1 - Enactment Provision

Pursuant to 20 C.F.R. 679.310(9), these By-laws shall become effective upon approval by the Council.

These amended By-Laws were adopted as of this 13th day of March, 2025.

OFFICIAL SIGNATURE

A handwritten signature in blue ink, appearing to read "D. H. [unclear]", is written over the official signature line.

Chief Executive Officer



**CSNCFL By Laws**  
**Exhibit 1**  
**Process for Appointment of Board Members**

While the Interlocal Agreement between the counties assigns the appointment of local board members to the elected officials, it does not specify the nomination process. To be in compliance with the requirement specified in the Master Agreement between Florida Commerce and CSNCFL, the process is outlined below. It incorporates elements similar to those employed in other areas.

1. The NCFWDB Chair or the Council Chair appoints an Ad Hoc Nomination Committee of NCFWDB and/or Council members.
2. For Private Sector Vacancies, the CSNCFL Chief Executive Officer (CEO) prepares a spreadsheet based on the targeted occupations in-demand list (TOL), showing occupations, sectors or emerging industries that are unrepresented on the NCFWDB.
  - a. The spreadsheet is circulated to the Council, the NCFWDB, the Chambers of Commerce and Business Associations for recommendations of individuals representing those TOL areas.
  - b. Names are submitted by those organizations to the CSNCFL CEO who inserts them into the spreadsheet.
  - c. The CSNCFL CEO identifies and notates any known conflicts that proposed nominees may have on the spreadsheet.
  - d. The spreadsheet with the names, job titles, employer, occupational area, demographics and any notes, is submitted to the Ad Hoc Nominations Committee.
3. For non-private sector vacancies, the CSNCFL CEO approaches organizations representing the targeted populations to be served under WIOA, avoiding those entities which may have a conflict of interest. The names are placed on the spreadsheet along with the individuals' job title, employer, category of membership, demographics and any known conflicts.
4. The spreadsheet with the names organized by TOL for the private sector nominees and by nominating organization for the non-private sector nominees is submitted to the Ad Hoc Nominations Committee.



5. A publicly noticed meeting of the Ad Hoc Nominations Committee is held. The Committee reviews the names submitted and identifies two names, if possible, for every vacancy. In making the recommendation the Committee shall take into consideration members who will represent the composition of the population within the local workforce development area.
6. The Ad Hoc Nominations Committee shall avoid recommending the appointment of members who will have recurring conflicts of interest.
7. The CSNCFL CEO calls the individuals to assure they are willing to serve on the board.
8. The CSNCFL CEO submits the private sector names to a business organization so they may be nominated per WIOA and obtains written nominations from the organizations representing the non-private sector members.
9. The prospective names are then submitted to the Council for appointment. Following the appointments assigned per the Interlocal Agreement, the additional members in excess of 19 members shall be appointed by the Council by a simple majority vote at a publicly noticed meeting.
10. Once appointed to the NCFWDB, members can be reappointed without needing to be re-nominated, but their names will need to be resubmitted to the Council for reappointment.
11. Often, By-Laws provide that members continue to serve, even if their terms expire until a successor is appointed or they resign to maintain compliance.
12. When individuals are appointed to an existing vacancy they will assume the term of the vacated seat. New appointments shall be appointed to staggered terms.
13. Regardless of the appointment process, all members of the NCFWDB serve at the pleasure of the Council, which may remove members at any time, with or without cause.

|                 |                                     |
|-----------------|-------------------------------------|
|                 | <b>Board of Directors List Tool</b> |
|                 | Program Year (PY) 2023-2024         |
| Date of Review: | 2/16/2024                           |

[illegible]

\*\*\*\* Please note that this column is solely used to calculate compliance with the 50% business and 20% workforce membership requirement. For members that serve multiple roles, please select business or workforce sector in the first column and the secondary role in the second column.

|                                                                                                                                                                                                                                                       |    |               |                                                                                                |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|---------------|------------------------------------------------------------------------------------------------|
| <b>Board Members in Business Sector</b>                                                                                                                                                                                                               | 11 | 1/6/2000      | Total must 50% or greater                                                                      |
| Member of Small Business                                                                                                                                                                                                                              | 5  | Meets Minimum | Minimum of 3 Business representatives                                                          |
| Other Business Sectors                                                                                                                                                                                                                                | 2  |               | Remaining business representatives                                                             |
| Visant Business Sector seats                                                                                                                                                                                                                          | 4  | Meets Minimum | Meets Minimum                                                                                  |
| <b>Board Members in Workforce Sector</b>                                                                                                                                                                                                              | 4  | 1/6/2000      | Total must be 20% or greater                                                                   |
| Other representation in the local area                                                                                                                                                                                                                | 2  | Meets Minimum | If in existence, must include 1 or more Workforce representatives                              |
| Local labor-management organization                                                                                                                                                                                                                   | 0  |               |                                                                                                |
| Non-union affiliated registered apprenticeship program                                                                                                                                                                                                | 1  | Meets Minimum | If in existence, must include 1 or more Workforce representatives, from these three categories |
| Non-union affiliated registered apprenticeship program                                                                                                                                                                                                | 1  |               |                                                                                                |
| Community based organization with expertise and power to address the employment, training or education needs of individuals with barriers to employment                                                                                               | 0  |               | May include 1 or more Workforce representatives                                                |
| Organization that serves seniors                                                                                                                                                                                                                      | 0  |               | May include 1 or more Workforce representatives                                                |
| Organization which provides or supports competitive integrated employment for individuals with disabilities                                                                                                                                           | 0  |               | May include 1 or more Workforce representatives                                                |
| Organization with experience and expertise in advancing the employment, training, or education needs of eligible youth                                                                                                                                | 1  |               | May include 1 or more Workforce representatives                                                |
| Visant Workforce Sector seats                                                                                                                                                                                                                         | 0  |               | Meets Minimum                                                                                  |
| <b>Board Members in Other Sectors</b>                                                                                                                                                                                                                 | 5  | 1/6/2000      | Remaining Percentage                                                                           |
| Other representation in the local area and library activities under WSPA title a                                                                                                                                                                      | 1  | Meets minimum | Must include 1 representative                                                                  |
| Organization of higher education providing workforce development activities                                                                                                                                                                           | 0  |               | Must include 1 representative                                                                  |
| Economic and community development entity                                                                                                                                                                                                             | 1  | Meets minimum | Must include 1 representative                                                                  |
| State Employment Service Office under Winger Program Act (29 U.S.C. 49-49d)                                                                                                                                                                           | 0  |               | Must include 1 representative                                                                  |
| Payson Act (29 U.S.C. 49-49d) under the Rehabilitation Act is 1973, other than we 112 or part C of said Act                                                                                                                                           | 1  | Meets minimum | WorkforceCenter realizes that this position may not be filled                                  |
| Other entity that administers education and training activities, represents local educational agencies or secondary local organizations that have expertise in addressing the education or training needs for individuals with barriers to employment | 1  |               | Must include 1 representative                                                                  |
| Governmental and economic and community development entities who represent transportation, housing, and public assistance                                                                                                                             | 0  |               | May include representatives                                                                    |
| Other nonprofit organizations serving the local area                                                                                                                                                                                                  | 0  |               | May include representatives                                                                    |
| Other appropriate individuals as determined by the board and office                                                                                                                                                                                   | 0  |               | May include representatives                                                                    |
| Visant Other Seats                                                                                                                                                                                                                                    | 0  |               | Meets Minimum                                                                                  |
| <b>Member Count</b>                                                                                                                                                                                                                                   | 20 |               |                                                                                                |
| <b>Reappointment Count</b>                                                                                                                                                                                                                            | 20 |               |                                                                                                |

| Administrative Functions Organization Chart    |                                                       |
|------------------------------------------------|-------------------------------------------------------|
| Regional Security Officer                      | Anna Mendoza, Director of Operations                  |
| Chief Ethics Officer                           | Erika Howard, Director of Continuous Improvement      |
| Custodian for purchased property and equipment | Jason Buss, Systems Administrator                     |
| Personnel Liaison                              | Betty Holmes, Government Operations Consultant        |
| Public Records Coordinator                     | J.K. "Jess" Irby, Esq., Alachua County Clerk of Court |
| Equal Opportunity Officer                      | Jackie Chung, Equal Opportunity Manager               |

## **MEMORANDUM OF UNDERSTANDING ONE-STOP CAREER CENTER SYSTEM**

### **I. PARTIES**

This Memorandum of Understanding ("MOU"), is made pursuant to Rehabilitation Act of 1973, 29 U.S.C. §721(a) (11) and the Workforce Innovation and Opportunity Act of 2014 (WIOA). This agreement is entered into by the Central Florida Community Action Agency, Inc. (hereafter referred to as the "CFCAA") and the One-Stop, CareerSource North Central Florida ("CSNCF"), as the administrative entity for and representing the Dual County Consortium Workforce Development Council ("DCCWDC") and for the North Central Florida Workforce Development Board, ("NCFWDB"). In this MOU, Central Florida Community Action Agency (CFCAA) and CareerSource NCFL (CSNCF) may individually be referred to as a "Party" and collectively be referred to as the "Parties".

### **CONTACT INFORMATION**

**CareerSource NCFL**  
Phyllis Marty  
Chief Executive Officer  
1112 N. Main Street  
Gainesville, FL 32601  
pmarty@careersourcencfl.com

**Central Florida Community Action Agency, Inc.**  
Caroline W. Ruff-Looney  
Chief Executive Officer  
411 N. Main Street, Suite 210  
Gainesville, FL 32601  
cruff-looney@cfcaa.org

### **PURPOSE**

The Workforce Innovation and Opportunity Act of 2014 is an affirmation of the work that has been done in Florida to build the workforce development system. The cornerstone of the Act is its one-stop customer service delivery system. The One-stop System assures coordination between the activities authorized in and linked to this Act.

The purpose of this MOU is to describe the cooperative workforce training, employment and economic development efforts of CareerSource NCFL and the CFCAA and the actions to be taken by each to assure the coordination of their efforts in accordance with state issued requirements in order to establish and maintain an effective and successful One-stop System.

This MOU is intended to coordinate resources and to prevent duplication and ensure the effective and efficient delivery of workforce services in Alachua and Bradford Counties, Florida. In addition, this agreement will establish joint processes and procedures that will enable the CFCAA to integrate with the current one-stop service delivery system resulting in a seamless and comprehensive array of education, human service job training, and other workforce development services to persons with disabilities within Alachua and Bradford Counties.

The Parties to this MOU agree to coordinate and perform the activities and services described herein within the scope of legislative requirements governing the Parties' respective programs, services, and agencies.

## **PROVISION OF SERVICES**

A. The Alachua County Board of County Commissioners and Bradford County Board of County Commissioners have designated CareerSource NCFL to act as the administrative entity, grant recipient and fiscal agent for this area. CareerSource NCFL will do the following:

- Review this MOU annually and solicit feedback from the CFCAA regarding improvements, changes, and/or additions.
- Coordinate with the CFCAA to provide access to workforce services and programs through the One-stop System in accordance with published policies and procedures that include the manner in which the services will be coordinated and delivered through the One-stop System. Workforce services and programs include, but are not limited to, the allowable activities described in the WIOA and related legislation for: WIOA adult, dislocated worker and youth programs; Wagner-Peyser; Unemployment Insurance (UI); Veterans programs; Trade Adjustment Assistance (TAA); Temporary Assistance for Needy Families (TANF) program; adult education and family literacy; Perkins Act programs; and Vocational Rehabilitation.
- Coordinate with the CFCAA to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-stop System.
- Coordinate with the CFCAA for the funding of the infrastructure costs of the one-stop career centers and the funding of shared services and operating costs in accordance with 29 U.S.C § 3151 and any state infrastructure funding mechanism requirements issued by the State of Florida.
- Maintain the statewide "CareerSource" branding of each center.
- Maintain and operate at least one comprehensive one-stop career center within the local workforce development area that shall be open to the public from 8:00 am until 5:00 pm, Monday through Wednesday and Friday (Thursday from 10:00 am until 5:00 pm), excluding recognized holidays and emergency situations.

- Provide an area for CFCAA's meetings and/or co-location as space permits.
- Model CareerSource NCFL core values and maintain a professional working environment.
- Abide by all of its policies, rules, and procedures and applicable Florida statutes and rules.

CFCAA will do the following:

- Coordinate with CareerSource NCFL to provide access to its workforce services and programs through the One-stop System in accordance with published policies and procedures, which include the manner in which the services will be coordinated and delivered through the One-stop System.
- Coordinate with CareerSource NCFL to ensure that the needs of job seekers, youth, and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the One-stop System.
- Provide all logistical support necessary for its staff located within the local area to be fully integrated within the One-stop System.
- Provide CareerSource NCFL with monthly outcome numbers for performance data tracking.
- Provide feedback to CareerSource NCFL's administrative entity regarding the performance of the partnership, including its effectiveness and success.
- Participate in career center periodic meetings to provide updates on the partners' programs and procedures to CareerSource NCFL staff.

#### **IV. METHODS OF INTERNAL REFERRAL**

Internal cross-referral procedures will be developed and/or reassessed based upon availability of funding, services and program need to ensure that high quality and convenient services are available to potentially eligible customers of the One-Stop system. CFCAA has a web-based system and applications can be completed at [www.cfcaa.org](http://www.cfcaa.org) or if there is a disability, elderly, or no internet access, may call (352) 373-7667 for an appointment.

#### **V. RECORDS**

- A. The Parties are subject to Chapter 119, Florida Statutes relating to Florida's public records law. In accordance with Federal law and/or Florida's Public Records Act, any public records shall be provided to any person requesting such records.

Therefore, each Party shall:

- Keep and maintain public records required by each Party to provide their respective services as described in this MOU;
- Upon request from each Party's custodian of public records, provide the requesting Party with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost specified by Florida law;
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this MOU and following the termination or expiration of this MOU if the CFCAA does not transfer the records to CSNCFL;
- Upon termination or completion of this MOU, each Party shall, at the request of the other Party, transfer, at no cost, all public records in its possession that are required to perform the services specified in this MOU. Otherwise, each Party shall keep and maintain the public records in accordance with Florida law. All records stored electronically must be provided upon request from the other Party.

**B. IF CFCAA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CFCAA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MOU, CONTACT CAREERSOURCE NCFL'S CUSTODIAN OF PUBLIC RECORDS AT: [pmarty@careersourcencfl.com](mailto:pmarty@careersourcencfl.com)**

**c. IF CAREERSOURCE NCFL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CAREERSOURCE NCFL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MOU, CONTACT CFCAA'S CUSTODIAN OF PUBLIC RECORDS AT: [cruff-looney@cfcaa.org](mailto:cruff-looney@cfcaa.org)**

## **VI. INFRASTRUCTURE COSTS**

On or before January 1, 2018, the Parties will agree upon a written Infrastructure Funding Agreement ("IFA"). The IFA will address the funding of the infrastructure costs of the CareerSource NCFL one-stop career centers and the funding of shared services and operating costs in accordance with 29 U.S.C § 3151 and any infrastructure funding mechanism requirements issued by the State of Florida. When agreed upon by the Parties, the IFA shall become part of this MOU as Exhibit 1 without the need for a formal amendment to this MOU.

## **VII. TERM**

This MOU shall become effective when signed and dated by all the signatories specified below. The date this MOU is signed by the last signatory shall be deemed the effective date of this MOU. This MOU shall continue through September 30, 2023, unless terminated earlier as specified below, or will be automatically renewed for successive one-year terms. Either Party may terminate this MOU upon thirty (30) days prior written notice to the non-terminating Party.

The Parties will review this MOU at least once every three (3) years to ensure that the terms of this MOU continue to meet the needs of the Parties.

Neither this MOU nor any provision hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by each of the Parties to this Agreement.

#### **VIII. MERGER**

This MOU constitutes and expresses the entire and integrated understanding and agreement between the Parties hereto, superseding, incorporating and merging all prior understandings, agreements, and discussions relating to the transactions contemplated hereby, and no agreements, understandings, prior negotiations, prior discussions, warranties, representations or covenants not herein expressed shall be binding upon the Parties.

#### **IX. THIRD PARTY BENEFICIARY**

This MOU is for the benefit of CareerSource NCFL, the CFCAA, the Alachua County Board of County Commissioners, and the Bradford County Board of County Commissioners and no third party is an intended beneficiary.

#### **X. GOVERNANCE**

The accountability and responsibility for the One-stop System's organizational activity and accomplishments will rest with CareerSource NCFL, the Alachua County Board of County Commissioners, and the Bradford County Board of County Commissioners. Pursuant to the Workforce Innovation and Opportunity Act of 2014, the CareerSource NCFL Board in partnership with the Chief Elected Officials (CEOs) shall conduct oversight with respect to the One-stop System.

#### **XI. GRIEVANCE AND COMPLAINT PROCEDURE**

CFCAA and CareerSource NCFL agree to communicate openly and directly to resolve any problems or disputes related to this MOU in a cooperative manner and at the lowest level of intervention possible, starting with their respective supervisor(s) and staff. If issues cannot be resolved at this level, they shall be referred to the management staff of the respective Parties for discussion and resolution.

CFCAA and CareerSource NCFL agree to each establish and maintain a procedure for grievances and complaints as outlined in WIOA. The process for handling grievances and complaints is applicable to clients, customers, CFCAA, and CareerSource NCFL. The procedure will allow the complainant to exhaust every administrative level in receiving a fair and complete hearing

and resolution of their grievance.

## **XII. RESPONSIBILITY AND SOVEREIGN IMMUNITY**

Each Party shall be solely responsible for the negligent or wrongful acts of their employees, agents, and contracted service providers.

Each Party shall immediately notify the other in writing of any action or suits filed and of any claims made against that Party and/or its officers, officials, contracted service providers, agents, employees, or any of the Parties involved in the implementation, administration, and operation of the programs described in this MOU.

Nothing contained herein shall constitute a waiver by either Party of its sovereign immunity, or the provisions of 768.28, F.S. or the limits of liability therein.

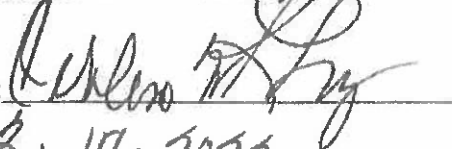
## **XIII. NOTICES**

All notices shall be sent to either Party via their respective electronic mail address or mailing address specified section I. (Contact Information) above.

### **SIGNATURES:**

#### **CENTRAL FLORIDA COMMUNITY ACTION AGENCY**

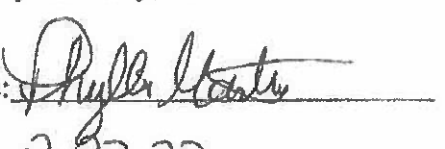
Name: Caroline W. Ruff-Looney, CEO

Signature: 

Date: 2.17.2022

#### **CAREER SOURCE OF NORTH CENTRAL FLORIDA**

Name: Phyllis Marty, CEO

Signature: 

Date: 2.22.22

## **MEMORANDUM OF UNDERSTANDING**

**Between**

**CAREERSOURCE NORTH CENTRAL FLORIDA**

**and**

**NORTH FLORIDA TECHNICAL COLLEGE**

This One-Stop Memorandum of Understanding ("MOU") is entered into by and between CareerSource North Central Florida ("CSNCFL") as the administrative entity for and representing the Dual County Workforce Development Council ("DCWDC") and for the North Central Florida Workforce Development Board, ("NCFWDB") and North Florida Technical College (NFTC), an Educational Organization and a one-stop partner under the Workforce Innovation and Opportunity Act of 2014, P.L. 113-128 ("WIOA"). CSNCFL and NFTC are collectively referred to as the "Parties" and individually as the "Party."

### **RECITALS**

WHEREAS, the Workforce Innovation and Opportunity Act of 2014, P.L. 113-128 as codified in 20 C.F.R. Part 678 ("WIOA") requires that the DCWDC and the CSNCFL, enter into an MOU with each one-stop partner identified in the legislation; and

WHEREAS, CSNCFL serves as the administrative entity for both the DCWDC and the NCFWDB, and is authorized to conduct the negotiations and enter into the agreement which encompasses NFTC and is authorized to enter this One-Stop MOU on behalf of the DCWDC and NCFWDB; and

WHEREAS, NFTC is a one-stop partner identified in WIOA Sec. 121(b)(1) as the grantee entity and provider of Career and Technical Education Programs at the Post-Secondary Level; and

WHEREAS, WIOA requires the DCCWDB and NCFWDB to competitively select a one-stop operator, and CSNCFL has informed NFTC that the CSNCFL governing boards have selected SCAD Media, LLC, a Florida limited liability company, as the contracted one-stop operator, which assists CSNCFL in coordination among the one-stop partners; and

WHEREAS, WIOA requires that each one-stop partner shall enter into an MOU which describes the integration and coordination of each partner's program services;

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and obligations hereinafter set forth, CSNCFL and NFTC agree as follows:

### **1. PARTIES**

The Parties to this MOU are CSNCFL and NFTC. The Parties acknowledge that the recitals above are true and correct.

## **2. PURPOSE**

The purpose of this MOU is to state how each of the Parties will:

- A. Provide access, including access for individuals with barriers to employment, to the Career and Technical Education Programs at the Postsecondary Level through the CSNCFL One-Stop Career Centers which are a part of the American Job Center network system.
- B. Follow established processes for the referral of customers to each other when appropriate for the customer.
- C. Develop a process for sharing customer data in a manner that preserves customer confidentiality in accordance with governing laws and regulations applicable to the parties and for sharing technology in a secure manner to provide coordinated services as appropriate for the customer.
- D. Accomplish the purposes of this MOU in a non-discriminatory environment.
- E. Support the infrastructure and operating costs of the CareerSource North Central Florida One-Stop Career Center.

## **3. VISION**

- A. WIOA anticipates that the one-stop partners will provide access to services in a manner that is seamless to its customers by coordinating "front door" access to services and integrating program services so that each customer can avail themselves of the services needed to obtain or retain jobs resulting in self-sufficiency.
- B. To accomplish this CSNCFL and NFTC shall work together with all the WIOA one-stop partners on program access, shared services, shared information and shared costs as required under WIOA by:
  - a. Identifying the program services offered by the parties and any applicable eligibility criteria.
  - b. Identifying prospective shared customers.
  - c. Identifying individual, shared and overlapping services to more efficiently serve shared customers.
  - d. Providing a single point of contact for partner referrals so that customers are connected to the workforce system.
  - e. Committing to continuous improvement of the workforce system.
  - f. Recognizing partner programs' constraints and working to eliminate the impact on shared customers.

## **4. ONE-STOP DELIVERY SYSTEM ("OSDS") SERVICES**

- A. Services provided through the OSDS. Services provided through the OSDS shall include:

- a. WIOA Title I Adult, Dislocated Worker, and Youth Program services
  - b. Referral to WIOA Title II Adult Education and Family Literacy Act services
  - c. WIOA Title III Wagner-Peyser Act employment services.
  - d. WIOA Title IV Vocational Rehabilitation program services
  - e. Carl D. Perkins Career and Technical Education Act funded programs
  - f. Older Americans Act, Title V, Senior Community Service Employment Program
  - g. Veterans programs
  - h. Trade Adjustment Assistance Act program services
  - i. Community Services Block Grant services
  - j. Unemployment Compensation
  - k. Temporary Assistance for Needy Families through Florida's Welfare Transition Program
  - l. Supplemental Nutrition Assistance Program
  - m. Youth/ Build U.S.A. programs located in the workforce area
  - n. Second Chance programs located in the workforce area
- B. Access to Services.

CSNCF and NFTC will make their program services accessible through the OSDS by:

- a. Exchanging information about program eligibility requirements or enrollment /entrance requirements as appropriate for each other's workforce funding streams.
- b. Identifying their individual program's career services and determining how reliance upon partner career services can be achieved.
- c. Identifying services and activities which can be coordinated to better serve shared OSDS customers.
- d. Jointly developing and participating in training of frontline staff to assure an understanding of the eligibility, program, activities, and support services of partner workforce funding streams.
- e. Coordinating outreach and recruitment through inter-agency coordination.
- f. Utilizing technology to facilitate access to the one-stop delivery system as reflected in the Infrastructure Funding Agreement attached as Exhibit A to the MOU.

### C. Coordinating Services.

CSNCFL and NFTC shall coordinate and deliver program services (including workforce services) as appropriate through the OSDS by:

- a. Seeking opportunities to share resources and reduce duplication of program activities.
- b. Working on methods for streamlining services for customers and improving frontline staff efficiency.
- c. Co-locating or making efforts to be represented in a comprehensive or affiliate one-stop location site.
- d. Enhancing employer engagement to build a demand-driven system, improve business services, and match participants with work-based learning opportunities.
- e. Promoting continuous improvement of the service delivery system for all one-stop partner customers.
- f. Participating in the OSDS consistent with the terms of this MOU and the requirements of the federal laws authorizing the program or activities and any related grant agreements.
- g. Addressing the needs of workers, youth, and individuals with barriers to employment, including individuals with disabilities, by providing access to services appropriate to their needs, including access to technology and materials that are available through the OSDS.
  - i. The OSDS shall assure that tools available for individuals who are sight or hearing impaired and need to access one-stop services are a part of the resources available to the public accessing one stop services and shall share the access with one-stop partner customers referred to the one-stop for services.
  - ii. The OSDS shall assure that their premises including hallways, restrooms, and egress points can accommodate individuals who have a physical impairment.
  - iii. The OSDS shall assure that computer stations, workshop rooms, workshops and interview areas can accommodate individuals with disabilities.

### D. Cross Referral.

CSNCFL and NFTC shall consider adopting policies and procedures which would encourage the referral of customers to each other as appropriate by:

- a. Reviewing their individual program policies, procedures and processes and aligning their policies, procedures, and processes to the extent allowed by each program's specific laws and regulations, to better serve customers through cross referral, sequential, or co- enrollment as may best benefit the customer.
- b. Sharing responsibilities for customer follow-up.

- c. Reporting to each other on the services provided to the customer and the outcomes attained.

**E. Information sharing.**

CSNCFL and NFTC shall share information by:

- a. Agreeing to a "Release of Information Form" which can be used by participants of the OSDS.
- b. Assuring that a FERPA is executed for individuals enrolled in education.
- c. Observing mandatory confidentiality and privacy laws
- d. Safeguarding participant records as appropriate.

**F. Accessibility.**

CSNCFL and NFTC are committed to making all their facilities, locations, programs and services accessible to assure open access to individuals with disabilities and/or needing accommodations to be able to fully take advantage of the services available through the one-stop and its partners.

**5. TERM**

This MOU shall commence on July 1, 2023 or the date signed and shall remain in full force and effect until June 30, 2026, unless the MOU is terminated by either Party in accordance with the terms set forth below and in Section 8 (TERMINATION).

**6. MODIFICATION**

- A. The MOU shall be modified to reflect changes in the terms, conditions or scope of work at any time that there is a change to way in which partners will coordinate under this MOU.
- B. The MOU shall be reviewed at least once every three (3) years and shall be modified as needed.
- C. Within ninety (90) days prior to the termination date of this MOU, the Parties shall review the MOU and negotiate any changes to the provisions of this MOU. The review shall include:
  - a. A collaborative evaluation of the effectiveness of operations pursuant to this MOU and the infrastructure cost sharing methodologies to see if they are still accurate.
  - b. This MOU may be amended or modified by mutual consent of the parties, by the issuance of a written amendment, executed by the parties with the same degree of formality employed at the time this MOU was executed.

**7. ASSURANCES**

Methods to ensure the needs of workers, youth and individuals with barriers to employment, including individuals with disabilities, are addressed in providing access to services, including access to technology and materials that are available through the one-

stop delivery system. (34CFR §463.500(4)(6), WIOA Subtitle B, Chapter 1 §121©(2)(A)(iv))

- a. Includes the statement "The duly authorized agent of the recipient agrees to satisfy the requirements of 34CFR §361.506 and 34CFR §361.720"
- b. Includes assurances that the MOU will be reviewed, and if substantial changes have occurred, renewed, not less than once every three-year period to ensure appropriate funding and services.

## **8. TERMINATION**

- A. Either Party may terminate this MOU for convenience, by giving thirty (30) days' prior written notification pursuant to Section 9 (NOTICES).
- B. In the event of termination during any period of time that the MOU is required by WIOA or any related grant agreement requiring this MOU, the Parties shall renegotiate a mutually acceptable replacement MOU.

## **9. NOTICES**

- A. All notices required to be given to CSNCFL under this MOU shall be sufficient when hand delivered or mailed to CSNCFL at its office located at 1112 North Main Street, Gainesville, FL 32601 addressed to the CSNCFL Executive Director.
- B. All notices required to be given to NFTC under this MOU shall be sufficient when hand delivered or mailed to NFTC at its office located at 609 N. Orange Street, Starke, FL 32091 addressed to the Project Director.
- C. All notices shall be in writing, which may include email.

## **10. NON-DISCRIMINATION**

- A. Each Party shall not discriminate, harass, or allow harassment against any one-stop applicant or customer on the basis of gender, race, color, ancestry, religion, political affiliation, pregnancy, national origin, veteran status, physical disability, mental disability, medical condition(s), age, sexual orientation, or marital status.
- B. The Parties shall comply with the Americans with Disabilities Act of 1990 and its amendments, as well as with other applicable regulations and guidelines promulgated thereunder.

## **11. GRIEVANCE AND COMPLAINTS**

NFTC and CSNCFL agree to utilize the grievance and complaint procedures applicable to non-discrimination complaints as outlined in WIOA for mutual customers utilizing the one-stop career center.

## **12. DISPUTE RESOLUTION**

- A. The parties agree to try to resolve disputes at the lowest level, starting with the site supervisor(s) and staff. If issues cannot be resolved at this level, they shall be referred to the management staff of the respective partner and the operator, for

discussion and resolution.

- B. In the event a consensus is not reached regarding infrastructure costs, this shall be reported to each partner's local governing entity, so that the governing entities can make an additional effort to reach agreement between the Parties. Should this effort fail the Parties will report their inability to reach consensus regarding the infrastructure costs to the Governor, who may invoke the State Funding Mechanism. In such instances, the Parties agree to abide by the Governor's determination.

### **13. COMMUNICATIONS**

- A. CSNCFL and NFTC shall coordinate communications with the press, television, radio, or any other form of media regarding mutual responsibilities and activities under this MOU. Participation of each Party in press/media presentations will be determined by each Party's public relations policies.
- B. References to the local OSDS shall utilize the CSNCFL logo developed by the State of Florida and the American Job Center logo developed by the United States Department of Labor as authorized in the WIOA.

### **14. AGENCY OR EMPLOYMENT RELATIONSHIP**

No provision of this MOU shall be construed as creating an agency or employment relationship between the Parties. The Parties agree that they are responsible for the actions of its representatives and employees with regard to all aspects of this MOU.

### **15. COMPLIANCE WITH LAWS**

The Parties shall comply with all applicable federal and state laws, regulations, rules, or procedures, all of which are incorporated herein by reference and made a part of the terms and conditions of this MOU.

### **16. SIGNATURE IN COUNTERPARTS**

This MOU may be executed in multiple identical counterparts, all of which shall constitute one agreement.

### **17. ACCEPTANCE OF SCANNED SIGNATURES**

- A. The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

- B. That the Chair and Vice Chair shall each provide the Executive Assistant of CSNCFL with an exemplar of their signatures. The Executive Assistant shall scan and convert each signature into a .jpg file. The Executive Assistant shall store and protect the electronic signatures from use by unauthorized individuals.
- C. Upon receipt of authorization from the Chair or the Vice Chair, respectively, the Executive Assistant shall place the electronic signature of the Chair or Vice Chair on any document that: (i) has been approved and authorized for execution by the Council; or (ii) that is within the authority of the Chair or Vice Chair to execute without Council approval.
- D. For the purposes of this procedure, authorization shall be provided only by one of the following methods: (i) a statement made by the Chair or Vice Chair, respectively, on the record at a duly noticed public meeting; or (ii) by email from the Chair or Vice Chair, respectively, to the Executive Assistant indicating the documents authorized for electronic signature.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Memorandum of Understanding: NORTH FLORIDA TECHNICAL COLLEGE through its Project Director authorized to execute same and CAREERSOURCE NORTH CENTRAL FLORIDA, signing by and through the CSNCFL Executive Director duly authorized to execute the same.

**AS TO: NORTH FLORIDA TECHNICAL COLLEGE:**

WITNESSED BY:

Alta Dumas  
Monica L. Reed

L.S. BY:

[Signature]  
(Signature)

TITLE:

Director

DATE:

10-23-23

**AS TO: CAREERSOURCE NORTH CENTRAL FLORIDA:**

WITNESSED BY:

Mary G. Cook  
Rachelle J. Daniels

L.S. BY:

[Signature]

(Signature)

L.S. TITLE: EXECUTIVE DIRECTOR

DATE: July 1, 2023

Approved as to form by  
Rochelle J. Daniels, Attorney

Rochelle Daniels

By

Rochelle J. Daniels

## **MEMORANDUM OF UNDERSTANDING**

Between

**CAREERSOURCE NORTH CENTRAL FLORIDA**

and

**SANTA FE COLLEGE**

This One-Stop Memorandum of Understanding ("MOU") is entered into by and between CareerSource North Central Florida ("CSNCF"), as the administrative entity for and representing the Dual County Consortium Workforce Development Council ("DCCWDC") and the North Central Florida Workforce Development Board, ("NCFWDB"), and The District Board of Trustees of Santa Fe College, Florida, ("SF") a body corporate and one-stop partner under the Workforce Innovation and Opportunity Act of 2014, P.L. 113-128 ("WIOA"). CSNCF and SF are collectively referred to as the "Parties" and individually as the "Party."

### **RECITALS**

WHEREAS, the WIOA requires that DCCWDC and CSNCF enter into an MOU with each one-stop partner identified in the legislation; and

WHEREAS, CSNCF serves as the administrative entity for both the DCCWDC and the NCFWDB, and is authorized to conduct the negotiations and enter into this one-stop memorandum of understanding with SF on behalf of the DCCWDC and NCFWDB; and

WHEREAS, WIOA requires that each one-stop partner enter into an MOU which describes the integration and coordination of each partner's program services;

WHEREAS, SF is a one-stop partner identified in WIOA Sec. 121(b)(1) and is a grantee entity and provider of *Adult Education and Family Literacy Act* activities; and

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and obligations hereinafter set forth, CSNCF and SF agree as follows:

### **1. PURPOSE**

The purpose of this MOU is to state how each of the Parties will:

- A. Provide access, including access for individuals with barriers to employment, to Santa Fe College Adult Education program services through the CSNCF One-Stop Career Centers which are a part of the American Job Center network system.

- B. Follow established processes for the referral of customers to each other when appropriate for the customer.
- C. Develop a process for sharing customer data in a manner that preserves customer confidentiality in accordance with governing laws and regulations applicable to the Parties and for sharing technology in a secure manner to provide coordinated services as appropriate for the customer.
- D. Accomplish the purposes of this MOU in a non-discriminatory manner.
- E. Support the infrastructure and operating costs of the CareerSource North Central Florida One-Stop Career Center.

## **2. VISION**

- A. WIOA anticipates that the one-stop partners will provide access to services in a manner that is seamless to their customers by coordinating “front door” access to services and integrating program services so that each customer can avail themselves of the services needed to obtain or retain jobs resulting in self-sufficiency.
- B. To accomplish this vision, CSNCF and SF shall work together with all the WIOA one-stop partners on program access, shared services, shared information and shared costs as required under WIOA by:
  - a. Identifying the program services offered by the Parties and any applicable eligibility criteria.
  - b. Identifying prospective shared customers.
  - c. Identifying individual, shared and overlapping services to more efficiently serve shared customers.
  - d. Providing a single point of contact for partner referrals so that customers are connected to the workforce system.
  - e. Committing to continuous improvement of the workforce system.
  - f. Recognizing partner programs’ constraints and working towards eliminating the impact on shared customers.

## **3. ONE-STOP DELIVERY SYSTEM ("OSDS") SERVICES**

- A. Services provided through the OSDS. Services provided through the OSDS shall include:
  - a. WIOA Title I Adult, Dislocated Worker, and Youth Program services
  - b. Referral to WIOA Title II Adult Education and Family Literacy Act services

- c. WIOA Title III Wagner-Peyser Act employment services
- d. WIOA Title IV Vocational Rehabilitation program services
- e. Carl D. Perkins Career and Technical Education Act funded programs
- f. Older Americans Act, Title V, Senior Community Service Employment Program
- g. Veterans programs
- h. Trade Adjustment Assistance Act program services
- i. Community Services Block Grant services
- j. Unemployment Compensation
- k. Temporary Assistance for Needy Families through Florida's Welfare Transition Program
- l. Supplemental Nutrition Assistance Program
- m. Youth/ Build U.S.A. programs located in the workforce area
- n. Second Chance programs located in the workforce area

**B. Access to Services.**

CSNCF and SF will make their program services accessible through the OSDS by:

- a. Exchanging information about program eligibility requirements or enrollment/entrance requirements as appropriate for each other's workforce funding streams.
- b. Identifying their individual program's career services and determining how reliance upon partner career services can be achieved.
- c. Identifying services and activities which can be coordinated to better serve shared OSDS customers.
- d. Jointly developing and participating in training of frontline staff to assure an understanding of the eligibility, program activities, and support services of partner workforce funding streams.
- e. Coordinating outreach and recruitment through inter-agency coordination.
- f. Utilizing technology to facilitate access to the one-stop delivery system as

reflected in the Infrastructure Funding Agreement attached as Exhibit A to the MOU.

C. One-Stop Career Center Hours of Operation

CSNCF shall maintain and operate at least one comprehensive one-stop career center within the local development area that shall be open to the public from 8:00 am to 5:00 pm, Monday through Friday, excluding holidays and emergency closings

D. Coordinating Services

CSNCF and SF shall coordinate and deliver program services (including workforce services) as appropriate through the OSDS by:

- a. Seeking opportunities to share resources and reduce duplication of program activities.
- b. Working on methods for streamlining services for customers and improving frontline staff efficiency.
- c. Co-locating or making efforts to be represented in a comprehensive or affiliate one-stop location site.
- d. Enhancing employer engagement to build a demand-driven system, improve business services, and match participants with work-based learning opportunities.
- e. Promoting continuous improvement of the service delivery system for all one-stop partner customers.
- f. Participating in the OSDS consistent with the terms of this MOU and the requirements of the federal laws authorizing the program or activities and any related grant agreements.
- g. Addressing the needs of workers, youth, and individuals with barriers to employment, including individuals with disabilities, by providing access to services appropriate to their needs, including access to technology and materials available through the OSDS.
- i. CSNCF and SF shall assure that tools available for individuals who are sight or hearing impaired and need to access one-stop services are a part of the resources available to the public accessing one-stop services and shall share the access with one-stop partner customers referred to the one-stop for services.
- ii. CSNCF and SF shall assure that their premises, including hallways, restrooms, and egress points, can accommodate individuals who have a physical impairment.

- iii. CSNCF shall assure that computer stations, workshop rooms, workshops and interview areas can accommodate individuals with disabilities.
- h. Working to ensure services are accessible through electronic means in a manner that improves efficiency, coordination, and quality.

E. Cross Referral.

CSNCF and SF shall consider adopting policies and procedures which would encourage the referral of customers to each other as appropriate by:

- a. Reviewing their individual program policies, procedures and processes and aligning their policies, procedures, and processes to the extent allowed by each program's specific laws and regulations, to better serve customers through cross referral, sequential, or co-enrollment as may best benefit the customer.
- b. Sharing responsibilities for customer follow-up.
- c. Reporting to each other on the services provided to the customer and the outcomes attained.

F. Information sharing.

CSNCF and SF shall share information by:

- a. Ensuring that appropriate release of information forms are signed before sharing information about customers.
- b. Assuring that, if necessary, an appropriate Family Educational Rights and Privacy Act (FERPA) authorization or release is executed for students before sharing student education records.
- c. Observing mandatory confidentiality and privacy laws. CSNCF agrees to comply with applicable provisions of FERPA, 20 USC § 1232g et seq., 34 CFR Part 99, and Florida Statute § 1002.225. CSNCF shall take all measures necessary to ensure the confidentiality of any and all information in its possession regarding SF's students. CSNCF may be deemed to have a legitimate educational interest in accessing students' education records, and CSNCF and its employees, agents, contractors, and subcontractors, shall comply with the non-disclosure and other requirements of applicable laws and regulations. CSNCF shall not use or disclose student information received from or on behalf of SF (or its students) except as permitted or required by this MOU, as required by law, or as otherwise authorized in writing by SF. CSNCF agrees not to use student information for any purpose other than the purpose for which the disclosure was made.

- d. Safeguarding participant records as appropriate.
- e. Sharing aggregate information about common customers, to the extent reasonable and permitted by law, as may be requested by either party to this MOU.

G. Accessibility.

CSNCF and SF are committed to making all their facilities, locations, programs and services accessible to assure open access to individuals with disabilities and/or needing accommodations to be able to fully take advantage of their services made available under this MOU.

#### **4. FUNDING OF THE INFRASTRUCTURE AND OPERATING COSTS**

- A. CSNCF and SF have entered into negotiations to determine the most equitable manner in which SF may support the cost of the infrastructure and operation of the OSDS.
- B. The Parties agree that negotiation of the Infrastructure Funding Agreement took place on a “level playing field” pursuant to United States Department of Labor Training and Employment Guidance Letter 17-16 and followed the local funding process. One-stop operating costs were identified, a one-stop operating budget was developed to allow for a technological presence, costs were determined and allocated, estimated partner contributions and preparation of the Infrastructure Funding Agreement was completed.
- C. After considering the fairest way in which to support the infrastructure and operating costs of the OSDS it was agreed that technological connections would best serve the Parties’ mutual customers.
- D. The Parties agreed to a technological presence rather than co-location, and the MOU and Infrastructure Funding Agreement was presented to each of the Parties’ governing boards and was approved by the respective governing boards at publicly noticed meeting.
- E. As such SF agrees to contribute to the infrastructure and operating costs of the one-stop system by contributing to the costs to support the technological connection in accordance with Exhibit A.
- F. The Parties understand and agree that there are no third-party in-kind contributions supporting the operation of the one stop at this time; therefore, none are included in Exhibit A.

#### **5. TECHNOLOGICAL CONNECTIONS AND PRESENCE**

In order to foster technological connections to serve the Parties’ mutual customers and give SF a real-time technological presence at the one-stop career center, CSNCF will, in collaboration with SF, develop and maintain a reasonably safe and

secure website that will provide direct linkage to SF staff who can provide information or services to customers by phone or through real-time web-based communication.

CSNCF agrees that it will not publish any content related to SF without prior review and written approval by SF. SF will, as appropriate, provide art, logos, and content for publication by CSNCF.

CSNCF shall ensure that the website and technological resources developed pursuant to this MOU are in reasonable compliance with Web Content Accessibility Guidelines 2.0, Level AA and Section 508 Standards for Electronic and Information Technology, as applicable. CSNCF agrees to provide to SF, upon SF's request, related accessibility testing results and written documentation verifying accessibility, and CSNCF agrees to promptly respond to and resolve accessibility complaints.

## **6. TERM**

This MOU shall commence on July 1st, 2021, and shall remain in full force and effect until June 30th, 2024, unless the MOU is terminated by either Party in accordance with the terms set forth below and in Section 8 (TERMINATION).

## **7. MODIFICATION**

- A. The MOU shall be modified in writing signed by both Parties to reflect changes in the terms, conditions or scope of work at any time that there is a substantial change to the way in which partners will coordinate under this MOU.
- B. The Parties agree to review this MOU and, if substantial changes have occurred, renew this MOU, not less than once every 3-year period to ensure appropriate funding and delivery of services.
- C. Within ninety (90) days prior to the termination date of this MOU, the Parties shall review the MOU and negotiate any changes to the provisions of this MOU. The review shall include:
  - i. A collaborative evaluation of the effectiveness of operations pursuant to this MOU and the infrastructure cost sharing methodologies to see if they are still accurate.
  - ii. This MOU may be amended or modified by mutual consent of the Parties, by the issuance of a written amendment, executed by the Parties.

## **8. TERMINATION**

- A. Either Party may terminate this MOU for convenience, by giving thirty (30) days' prior written notification pursuant to Section 9 (NOTICES).
- B. In the event of termination during any period of time that the MOU is required by WIOA or any related grant agreement, if appropriate, the Parties shall

renegotiate a mutually acceptable replacement MOU.

## **9. NOTICES**

- A. All notices required to be given to CSNCF under this MOU shall be sufficient when hand delivered or mailed to CSNCF at its office located at 1112 North Main Street, Gainesville, FL 32601 addressed to the CSNCF Chief Executive Officer or when emailed to [pmarty@careersourcencfl.com](mailto:pmarty@careersourcencfl.com).
- B. All notices required to be given to SF under this MOU shall be sufficient when hand delivered or mailed to Santa Fe College, 3000 NW 83<sup>rd</sup> Street, F-255, Gainesville, Florida 32606, and addressed to the Provost or when emailed to [ed.bonahue@sfccollege.edu](mailto:ed.bonahue@sfccollege.edu) with a copy to [general.counsel@sfccollege.edu](mailto:general.counsel@sfccollege.edu).
- C. All notices shall be in writing, which may include email.

## **10. NON-DISCRIMINATION**

- A. The Parties agree not to discriminate against any person on grounds of race, ethnicity, national origin, color, religion, age, disability, sex, pregnancy status, gender identity, sexual orientation, marital status, genetic information, political opinions or affiliations, veteran status, or other legally protected classes under the laws of the State of Florida or the federal government.
- B. The Parties shall comply with the Americans with Disabilities Act of 1990 and its amendments, as well as with other applicable regulations and guidelines promulgated thereunder.

## **11. GRIEVANCE AND COMPLAINTS**

SF and CSNCF agree to utilize the grievance and complaint procedures applicable to complaints as outlined in WIOA for mutual customers utilizing the one-stop career center.

## **12. DISPUTE RESOLUTION**

- A. The Parties agree to try to resolve disputes at the lowest level, starting with the site supervisors and staff. If issues cannot be resolved at this level, they shall be referred to the Parties' management staff for discussion and resolution.
- B. In the event a consensus is not reached regarding infrastructure costs, this shall be reported to each partner's local governing entity, so that the governing entities can make an additional effort to reach agreement between the Parties. Should this effort fail the Parties will report their inability to reach consensus regarding the infrastructure costs to the Governor, who may invoke the State Funding Mechanism.
- C. Each one-stop partner has the right to appeal to the State regarding

infrastructure costs, using the process described in 34 CFR §463.750. Should the appeal result in a change to the one-stop partner's infrastructure cost contributions, the MOU must be updated to reflect the final one-stop partner infrastructure cost contributions.

### **13. COMMUNICATIONS**

- A. CSNCF and SF shall coordinate communications with the press, television, radio, or any other form of media regarding mutual responsibilities and activities under this MOU. Participation of each Party in press/media presentations will be determined by each Party's public relations policies.
- B. References to the local OSDs shall utilize the CSNCF logo developed by the State of Florida and the American Job Center logo developed by the United States Department of Labor as authorized in the WIOA.
- C. CSNCF shall not use any SF trademarks, trade names, service marks, service names, brand names, domain names, URL's or logo's or any other licensed mark or intellectual property in any manner without prior written consent from SF.

### **14. ASSUMPTION OF RISK AND INSURANCE**

Each Party assumes any and all risks with respect to the willful or negligent acts or omissions of itself or its own representatives, directors, employees, agents, and volunteers relating to or arising under this MOU. Nothing contained herein shall be construed or interpreted as (1) denying to either Party any remedy or defense available to such Party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents, political subdivisions, and agencies to be sued; or (3) a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

Each Party agrees to maintain such insurance as is appropriate to its own organization.

Each Party agrees to conduct itself in accordance with the tenets of good faith in the execution of its responsibilities.

### **15. PUBLIC RECORDS**

- A. The Parties are subject to Chapter 119, Florida Statutes, relating to Florida's public records law. In accordance with federal law and Florida's Public Records Act, public records shall be provided to any person requesting such records. Therefore, each Party shall:
  - i. Keep and maintain public records required by each Party to perform the services described in this MOU.
  - ii. Upon request from each Party's custodian of public records, provide the

requesting Party with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the MOU term and following the termination or expiration of this MOU if a Party does not transfer such confidential or exempt records to the other Party.
- iv. Upon termination or completion of this MOU, each Party shall, at the request of the other Party, transfer, at no cost, all public records in its possession that are required to perform the services required in this MOU. Otherwise, each Party shall keep and maintain public records in accordance with Florida law. All records stored electronically must be provided upon request from the other Party in a format that is compatible with the information technology systems of the requesting Party.

**B. IF CSNCF HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CSNCF'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (352) 395-5230, [david.shlafer@sfcollge.edu](mailto:david.shlafer@sfcollge.edu), 3000 NW 83<sup>rd</sup> Street, Gainesville, Florida 32606.**

**C. IF SF HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SF'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT [pmarty@careersourcencfl.com](mailto:pmarty@careersourcencfl.com).**

#### **16. NO AGENCY OR EMPLOYMENT RELATIONSHIP**

No provision of this MOU shall be construed as creating an agency or employment relationship between the Parties. The Parties agree that they are responsible for the actions of their representatives and employees with regard to all aspects of this MOU.

#### **17. ASSIGNMENT**

Neither Party may assign or transfer any of its rights, duties or obligations under this MOU, in whole or in part, without the prior written consent of the other Party. This MOU shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors and permitted assigns.

## **18. ANNUAL APPROPRIATION/FUND AVAILABILITY**

The obligations of SF under this MOU are subject to the availability of funds lawfully appropriated annually for its purposes by the Legislature of the State of Florida and are contingent upon the receipt of grant funds.

## **19. COMPLIANCE WITH LAWS**

The Parties shall comply with all applicable federal and state laws, regulations, rules, or procedures, all of which are incorporated herein by reference and made a part of the terms and conditions of this MOU.

Additionally, the duly authorized agent of the recipient (CSNCF) agrees to satisfy the requirements of 34 CFR §361.505 and 34 CFR §361.720.

## **20. GOVERNING LAW**

This MOU shall be governed and construed in accordance with the laws of the State of Florida.

## **21. VENUE**

The venue of any dispute arising hereunder shall be Alachua County, Florida.

## **22. ENTIRE AGREEMENT**

This MOU and its accompanying exhibit set forth the entire agreement with respect to the subject matter hereof and supersede all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter. This MOU may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this MOU.

## **23. SIGNATURE IN COUNTERPARTS**

This MOU may be executed in multiple identical counterparts, all of which shall constitute one agreement.

## **24. ACCEPTANCE OF SCANNED SIGNATURES**

The Parties agree that an electronic version of this MOU shall have the same legal effect and enforceability as a paper version. The Parties further agree that this MOU, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. Delivery of this MOU or any other document contemplated hereby bearing a manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any

other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

## **25. SIGNATURE AUTHORITY**

Each signatory to this MOU represents and warrants that he or she possesses all necessary capacity and authority to act for, sign, and bind the respective entity or person on whose behalf he or she is signing.

*[Remainder of Page Blank]*

IN WITNESS WHEREOF, the Parties hereto have made and executed this Memorandum of Understanding.

**AS TO: THE DISTRICT BOARD OF TRUSTEES OF SANTA FE COLLEGE,  
FLORIDA:**

Blake  
BY: Fletcher

Digitally signed by Blake  
Fletcher  
Date: 2021.04.21  
14:17:46 -04'00'

**Santa Fe College**

etb  
Approved by Vice President

NAME: G.W. Blake Fletcher  
TITLE: Chair  
DATE: 04/21/21

ASB  
Approved as to Funds

WM  
Approved as to Form

**AS TO: CAREERSOURCE NORTH CENTRAL FLORIDA:**

WITNESSED BY:

[Signature] L.S.  
[Signature] L.S.

BY: Ken Cornell  
(Signature)  
NAME: Ken Cornell  
TITLE: CHAIR DCWDC  
DATE: 4/12/21

ASB  
Approved as to Insurance

WITNESSED BY:

Kevin J. Katta 9 Apr 2021 L.S.  
Carey Strattan 04/09/21 L.S.

BY: [Signature]  
(Signature)  
NAME: JEFFREY L. TATE  
TITLE: CHAIR NCFWDB  
DATE: 9 APRIL '21

WITNESSED BY:

Thanya Nain 4/9/21 L.S.  
Anna A. Mader 4/9/2021 L.S.

BY: [Signature]  
(Signature)  
NAME: \_\_\_\_\_  
TITLE: INTERIM CHIEF EXECUTIVE  
OFFICER  
DATE: 4/9/2021

Approved as to form by  
Rochelle J. Daniels  
Attorney

BY: Rochelle Daniels  
Rochelle J. Daniels

**MEMORANDUM OF UNDERSTANDING**

Between

**CAREERSOURCE NORTH CENTRAL FLORIDA**

and

**VOCATIONAL REHABILITATION**

This One-Stop Memorandum of Understanding ("MOU") is entered into by and between CareerSource North Central Florida ("CSNCFL") as the administrative entity for and representing the Dual County Consortium Workforce Development Council ("DCCWDC") and for the North Central Florida Workforce Development Board, ("NCFWDB") and Vocational Rehabilitation (VR), a provider of the State Vocational Rehabilitation Services Program activities and a one-stop partner under the Workforce Innovation and Opportunity Act of 2014, P.L. 113-128 ("WIOA"). CSNCFL and VR are collectively referred to as the "Parties" and individually as the "Party."

**RECITALS**

WHEREAS, the Workforce Innovation and Opportunity Act of 2014, P.L. 113-128 as codified in 20 C.F.R. Part 678 ("WIOA") requires that the DCCWDC and the CSNCF, enter into an MOU with each one-stop partner identified in the legislation; and

WHEREAS, CSNCFL serves as the administrative entity for both the DCCWDC and the NCFWDB, and is authorized to conduct the negotiations and enter into the agreement which encompasses VR and is authorized to enter this One-Stop MOU on behalf of the DCCWDC and VR; and

WHEREAS, VR is a one-stop partner identified in WIOA Sec. 121(b)(1) as the grantee entity and provider of the State Vocational Rehabilitation Services Program activities; and

WHEREAS, WIOA requires the DCCWDB and NCFWDB to competitively select a one-stop operator, and CSNCF has informed VR that the CSNCFL governing boards have selected SCAD Media, LLC, a Florida limited liability company, as the contracted one-stop operator, which assists CSNCFL in coordination among the one-stop partners; and

WHEREAS, WIOA requires that each one-stop partner shall enter into an MOU which describes the integration and coordination of each partner's program services;

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and obligations hereinafter set forth, CSNCFL and VR agree as follows:

## **1. PARTIES**

The Parties to this MOU are CSNCFL and VR. The Parties acknowledge that the recitals above are true and correct.

## **2. PURPOSE**

The purpose of this MOU is to state how each of the Parties will:

- A. Provide access, including access for individuals with barriers to employment, to the State Vocational Rehabilitation Services Program through the CSNCFL One-Stop Career Centers which are a part of the American Job Center network system.
- B. Follow established processes for the referral of customers to each other when appropriate for the customer.
- C. Develop a process for sharing customer data in a manner that preserves customer confidentiality in accordance with governing laws and regulations applicable to the parties and for sharing technology in a secure manner to provide coordinated services as appropriate for the customer.
- D. Accomplish the purposes of this MOU in a non-discriminatory environment.
- E. Support the infrastructure and operating costs of the CareerSource North Central Florida One-Stop Career Center when applicable.

## **3. VISION**

- A. WIOA anticipates that the one-stop partners will provide access to services in a manner that is seamless to its customers by coordinating “front door” access to services and integrating program services so that each customer can avail themselves of the services needed to obtain or retain jobs resulting in self-sufficiency.
- B. To accomplish this CSNCFL and VR shall work together with all the WIOA one-stop partners on program access, shared services, shared information and shared costs as required under WIOA by:
  - a. Identifying the program services offered by the parties and any applicable eligibility criteria.
  - b. Identifying prospective shared customers.
  - c. Identifying individual, shared and overlapping services to more efficiently serve shared customers.
  - d. Providing a single point of contact for partner referrals so that customers are connected to the workforce system.
  - e. Committing to continuous improvement of the workforce system.

- f. Recognizing partner programs' constraints and working to eliminating the impact on shared customers.

#### **4. ONE-STOP DELIVERY SYSTEM ("OSDS") SERVICES**

**A. Services provided through the OSDS. Services provided through the OSDS shall include:**

- a. WIOA Title I Adult, Dislocated Worker, and Youth Program services
- b. Referral to WIOA Title II Adult Education and Family Literacy Act services
- c. WIOA Title III Wagner-Peyser Act employment services.
- d. WIOA Title IV Vocational Rehabilitation program services
- e. Carl D. Perkins Career and Technical Education Act funded programs
- f. Older Americans Act, Title V, Senior Community Service Employment Program
- g. Veterans programs
- h. Trade Adjustment Assistance Act program services
- i. Community Services Block Grant services
- j. Unemployment Compensation
- k. Temporary Assistance for Needy Families through Florida's Welfare Transition Program
- l. Supplemental Nutrition Assistance Program
- m. Youth/ Build U.S.A. programs located in the workforce area
- n. Second Chance programs located in the workforce area

**B. Access to Services.**

CSNCFL and VR will make their program services accessible through the OSDS by:

- a. Exchanging information about program eligibility requirements or enrollment /entrance requirements as appropriate for each other's workforce funding streams.
- b. Identifying their individual program's career services and determining how

reliance upon partner career services can be achieved.

- c. Identifying services and activities which can be coordinated to better serve shared OSDS customers.
- d. Jointly developing and participating in training of frontline staff to assure an understanding of the eligibility, program, activities, and support services, of partner workforce funding streams.
- e. Coordinating outreach and recruitment through inter-agency coordination.
- f. Utilizing technology to facilitate access to the one-stop delivery system as reflected in the Infrastructure Funding Agreement attached as Exhibit A to the MOU.

#### C. Coordinating Services.

CSNCFL and VR shall coordinate and deliver program services (including workforce services) as appropriate through the OSDS by:

- a. Seeking opportunities to share resources and reduce duplication of program activities.
- b. Working on methods for streamlining services for customers and improve frontline staff efficiency.
- c. Co- locating or making efforts to be represented in a comprehensive or affiliate one-stop location site.
- d. Enhancing employer engagement to build a demand-driven system, improve business services, and match participants with work-based learning opportunities.
- e. Promoting continuous improvement of the service delivery system for all one-stop partner customers.
- f. Participating in the OSDS consistent with the terms of this MOU and the requirements of the federal laws authorizing the program or activities and any related grant agreements.
- g. Addressing the needs of workers, youth, and individuals with barriers to employment, including individuals with disabilities, by providing access to services appropriate to their needs, including access to technology and materials that are available through the OSDS.
- i. The OSDS shall assure that tools available for individuals who are sight or hearing impaired and need to access one-stop services are a part of the resources available to the public accessing one stop services and shall share the access with one-stop partner customers referred to the

ne-stop for services.

- ii. The OSDS shall assure that their premises including hallways, restrooms, and egress points can accommodate individuals who have a physical impairment.
- iii. The OSDS shall assure that computer stations, workshop rooms, workshops and interview areas can accommodate individuals with disabilities.

**D. Cross Referral.**

CSNCFL and VR shall consider adopting policies and procedures which would encourage the referral of customers to each other as appropriate by:

- a. Reviewing their individual program policies, procedures and processes and aligning their policies, procedures, and processes to the extent allowed by each program's specific laws and regulations, to better serve customers through cross referral, sequential, or co- enrollment as may best benefit the customer.
- b. Sharing responsibilities for customer follow-up.
- c. Reporting to each other on the services provided to the customer and the outcomes attained.

**E. Information sharing.**

CSNCFL and VR shall share information by:

- a. Agreeing to a "Release of Information Form" which can be used by participants of the OSDS.
- b. Assuring that a FERPA is executed for individuals enrolled in education.
- c. Observing mandatory confidentiality and privacy laws
- d. Safeguarding participant records as appropriate.

**F. Accessibility.**

CSNCFL and VR are committed to making all their facilities, locations, programs and services accessible to assure open access to individuals with disabilities and/or needing accommodations to be able to fully take advantage of the services available through the one-stop and its partners.

**5. TERM**

This MOU shall commence on the date both parties sign this agreement and shall remain in full force and effect until June 30th, 2025, unless the MOU is terminated by either Party in accordance with the terms set forth below and in Section 7 (TERMINATION).

## **6. MODIFICATION**

- A. The MOU shall be modified to reflect changes in the terms, conditions or scope of work at any time that there is a change to way in which partners will coordinate under this MOU.
- B. The MOU shall be reviewed at least once every three (3) years and shall be modified as needed.
- C. Within ninety (90) days prior to the termination date of this MOU, the Parties shall review the MOU and negotiate any changes to the provisions of this MOU. The review shall include:
  - a. A collaborative evaluation of the effectiveness of operations pursuant to this MOU and the infrastructure cost sharing methodologies to see if they are still accurate.
  - b. This MOU may be amended or modified by mutual consent of the parties, by the issuance of a written amendment, executed by the parties with the same degree of formality employed at the time this MOU was executed.

## **7. TERMINATION**

- A. Either Party may terminate this MOU for convenience, by giving thirty (30) days' prior written notification pursuant to Section 8 (NOTICES).
- B. In the event of termination during any period of time that the MOU is required by WIOA or any related grant agreement requiring this MOU, the Parties shall renegotiate a mutually acceptable replacement MOU.

## **8. NOTICES**

- A. All notices required to be given to CSNCFL under this MOU shall be sufficient when hand delivered or mailed to CSNCFL at its office located at 1112 North Main Street, Gainesville, FL 32601 addressed to the CSNCFL Executive Director.
- B. All notices required to be given to VR under this MOU shall be sufficient when hand delivered or mailed to VR at its office located at 2627 NW 43rd St #201, Gainesville, FL 32606 addressed to the Regional Director.
- C. All notices shall be in writing, which may include email.

## **9. NON-DISCRIMINATION**

- A. Each Party shall not discriminate, harass, or allow harassment against any one-stop applicant or customer on the basis of gender, race, color, ancestry, religion, political affiliation, pregnancy, national origin, veteran status, physical disability, mental disability, medical condition(s), age, sexual orientation, or marital status.
- B. The Parties shall comply with the Americans with Disabilities Act of 1990 and its amendments, as well as with other applicable regulations and guidelines promulgated thereunder.

## **10. GRIEVANCE AND COMPLAINTS**

VR and CSNCFL agree to utilize the grievance and complaint procedures applicable to non-discrimination complaints as outlined in WIOA for mutual customers utilizing the one-stop career center.

## **11. DISPUTE RESOLUTION**

- A. The parties agree to try to resolve disputes at the lowest level, starting with the site supervisor(s) and staff. If issues cannot be resolved at this level, they shall be referred to the management staff of the respective partner and the operator, for discussion and resolution.
- B. In the event a consensus is not reached regarding infrastructure costs, this shall be reported to each partner's local governing entity, so that the governing entities can make an additional effort to reach agreement between the Parties. Should this effort fail the Parties will report their inability to reach consensus regarding the infrastructure costs to the Governor, who may invoke the State Funding Mechanism. In such instances, the Parties agree to abide by the Governor's determination.

## **12. COMMUNICATIONS**

- A. CSNCFL and VR shall coordinate communications with the press, television, radio, or any other form of media regarding mutual responsibilities and activities under this MOU. Participation of each Party in press/media presentations will be determined by each Party's public relations policies.
- B. References to the local OSDS shall utilize the CSNCFL logo developed by the State of Florida and the American Job Center logo developed by the United States Department of Labor as authorized in the WIOA.

## **13. AGENCY OR EMPLOYMENT RELATIONSHIP**

No provision of this MOU shall be construed as creating an agency or employment relationship between the Parties. The Parties agree that they are responsible for the actions of its representatives and employees with regard to all aspects of this MOU.

#### **14. COMPLIANCE WITH LAWS**

The Parties shall comply with all applicable federal and state laws, regulations, rules, or procedures, all of which are incorporated herein by reference and made a part of the terms and conditions of this MOU.

#### **15. SIGNATURE IN COUNTERPARTS**

This MOU may be executed in multiple identical counterparts, all of which shall constitute one agreement.

#### **16. ACCEPTANCE OF SCANNED SIGNATURES**

- A. The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.
- B. That the Chair and Vice Chair shall each provide the Executive Assistant of CSNCFL with an exemplar of their signatures. The Executive Assistant shall scan and convert each signature into a .jpg file. The Executive Assistant shall store and protect the electronic signatures from use by an unauthorized individual.
- C. Upon receipt of authorization from the Chair or the Vice Chair, respectively, the Executive Assistant shall place the electronic signature of the Chair or Vice Chair on any document that: (i) has been approved and authorized for execution by the Council; or (ii) that is within the authority of the Chair or Vice Chair to execute without Council approval.
- D. For the purposes of this procedure, authorization shall be provided only by one of the following methods: (i) a statement made by the Chair or Vice Chair, respectively, on the record at a duly noticed public meeting; or (ii) by email from the Chair or Vice Chair, respectively, to the Executive Assistant indicating the documents authorized for electronic signature.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Memorandum of Understanding: VOCATIONAL REHABILITATION through its Regional Director authorized to execute same and CAREERSOURCE NORTH CENTRAL FLORIDA, signing by and through the CSNCFL Executive Director duly authorized to execute the same.

**AS TO: VOCATIONAL REHABILITATION:**

WITNESSED BY:

Margaret Locke L.S.  
Jamari Dade L.S.

BY: [Signature]  
(Signature)

TITLE: Brent McNeal/Director

DATE: 1/9/23

WITNESSED BY:

[Signature] 1/17/23 L.S.  
Henry Mack L.S.  
Liam Hewitt 1/17/23  
Diana Harper

BY: [Signature]  
(Signature)

TITLE: Manny Diaz Jr/Commissioner

DATE: 1/17/23

**AS TO: CAREERSOURCE NORTH CENTRAL FLORIDA:**

WITNESSED BY:

[Signature] L.S.  
Phyllis Marty L.S.

BY: [Signature]  
(Signature)

TITLE: Phyllis Marty  
EXECUTIVE DIRECTOR

DATE: 12/19/22

## **MEMORANDUM OF UNDERSTANDING**

Between

**CAREERSOURCE NORTH CENTRAL FLORIDA**

and

**AARP Foundation**

This One-Stop Memorandum of Understanding ("MOU") is entered into by and between CareerSource North Central Florida ("CSNCFL") as the administrative entity for and representing the Dual County Consortium Workforce Development Council ("DCCWDC") and for the North Central Florida Workforce Development Board, ("NCFWDB") and AARP Foundation, a Senior Community Service Employment Program (*type of entity*) and a one-stop partner under the Workforce Innovation and Opportunity Act of 2014, P.L. 113-128 ("WIOA"). CSNCFL and AARP Foundation are collectively referred to as the "Parties" and individually as the "Party."

### **RECITALS**

WHEREAS, the Workforce Innovation and Opportunity Act of 2014, P.L. 113-128 as codified in 20 C.F.R. Part 678 ("WIOA") requires that the DCCWDC and the CSNCF, enter into an MOU with each one-stop partner identified in the legislation; and

WHEREAS, CSNCFL serves as the administrative entity for both the DCCWDC and the NCFWDB, and is authorized to conduct the negotiations and enter into the agreement which encompasses the AARP Foundation and is authorized to enter this One-Stop MOU on behalf of the DCCWDC and NCFWDB; and

WHEREAS, AARP Foundation is a one-stop partner identified in WIOA Sec. 121(b)(1) as the grantee entity and provider of Senior Community Service Employment Program activities; and

WHEREAS, WIOA requires the DCCWDB and NCFWDB to competitively select a one-stop operator, and CSNCF has informed AARP Foundation that the CSNCFL governing boards have selected SCAD Media, LLC, a Florida limited liability company, as the contracted one-stop operator, which assists CSNCFL in coordination among the one-stop partners; and

WHEREAS, WIOA requires that each one-stop partner shall enter into an MOU which describes the integration and coordination of each partner's program services;

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and obligations hereinafter set forth, CSNCFL and AARP Foundation agree as follows:

## **1. PARTIES**

The Parties to this MOU are CSNCFL and AARP Foundation. The Parties acknowledge that the recitals above are true and correct.

## **2. PURPOSE**

The purpose of this MOU is to state how each of the Parties will:

- A. Provide access, including access for individuals with barriers to employment, to the Senior Community Service Employment Program services through the CSNCFL One-Stop Career Centers which are a part of the American Job Center network system.
- B. Follow established processes for the referral of customers to each other when appropriate for the customer.
- C. Develop a process for sharing customer data in a manner that preserves customer confidentiality in accordance with governing laws and regulations applicable to the parties and for sharing technology in a secure manner to provide coordinated services as appropriate for the customer.
- D. Accomplish the purposes of this MOU in a non-discriminatory environment.
- E. Support the infrastructure and operating costs of the CareerSource North Central Florida One-Stop Career Center when applicable.

## **3. VISION**

- A. WIOA anticipates that the one-stop partners will provide access to services in a manner that is seamless to its customers by coordinating "front door" access to services and integrating program services so that each customer can avail themselves of the services needed to obtain or retain jobs resulting in self-sufficiency.
- B. To accomplish this CSNCFL and AARP Foundation shall work together with all the WIOA one-stop partners on program access, shared services, shared information and shared costs as required under WIOA by:
  - a. Identifying the program services offered by the parties and any applicable eligibility criteria.
  - b. Identifying prospective shared customers.
  - c. Identifying individual, shared and overlapping services to more efficiently serve shared customers.
  - d. Providing a single point of contact for partner referrals so that customers are connected to the workforce system.
  - e. Committing to continuous improvement of the workforce system.

- f. Recognizing partner programs' constraints and working to eliminating the impact on shared customers.

#### **4. ONE-STOP DELIVERY SYSTEM ("OSDS") SERVICES**

- A. Services provided through the OSDS. Services provided through the OSDS shall include:

- a. WIOA Title I Adult, Dislocated Worker, and Youth Program services
- b. Referral to WIOA Title II Adult Education and Family Literacy Act services
- c. WIOA Title III Wagner-Peyser Act employment services.
- d. WIOA Title IV Vocational Rehabilitation program services
- e. Carl D. Perkins Career and Technical Education Act funded programs
- f. Older Americans Act, Title V, Senior Community Service Employment Program
- g. Veterans programs
- h. Trade Adjustment Assistance Act program services
- i. Community Services Block Grant services
- j. Unemployment Compensation
- k. Temporary Assistance for Needy Families through Florida's Welfare Transition Program
- l. Supplemental Nutrition Assistance Program
- m. Youth/ Build U.S.A. programs located in the workforce area
- n. Second Chance programs located in the workforce area

- B. Access to Services.

CSNCFL and AARP Foundation will make their program services accessible through the OSDS by:

- a. Exchanging information about program eligibility requirements or enrollment /entrance requirements as appropriate for each other's workforce funding streams.
- b. Identifying their individual program's career services and determining how

reliance upon partner career services can be achieved.

- c. Identifying services and activities which can be coordinated to better serve shared OSDS customers.
- d. Jointly developing and participating in training of frontline staff to assure an understanding of the eligibility, program, activities, and support services, of partner workforce funding streams.
- e. Coordinating outreach and recruitment through inter-agency coordination.
- f. Utilizing technology to facilitate access to the one-stop delivery system as reflected in the Infrastructure Funding Agreement attached as Exhibit A to the MOU.

#### C. Coordinating Services.

CSNCF and AARP Foundation shall coordinate and deliver program services (including workforce services) as appropriate through the OSDS by:

- a. Seeking opportunities to share resources and reduce duplication of program activities.
- b. Working on methods for streamlining services for customers and improve frontline staff efficiency.
- c. Co- locating or making efforts to be represented in a comprehensive or affiliate one-stop location site.
- d. Enhancing employer engagement to build a demand-driven system, improve business services, and match participants with work-based learning opportunities.
- e. Promoting continuous improvement of the service delivery system for all one-stop partner customers.
- f. Participating in the OSDS consistent with the terms of this MOU and the requirements of the federal laws authorizing the program or activities and any related grant agreements.
- g. Addressing the needs of workers, youth, and individuals with barriers to employment, including individuals with disabilities, by providing access to services appropriate to their needs, including access to technology and materials that are available through the OSDS.
- i. The OSDS shall assure that tools available for individuals who are sight or hearing impaired and need to access one-stop services are a part of the resources available to the public accessing one stop services and

shall share the access with one-stop partner customers referred to the one-stop for services.

- ii. The OSDS shall assure that their premises including hallways, restrooms, and egress points can accommodate individuals who have a physical impairment.
- iii. The OSDS shall assure that computer stations, workshop rooms, workshops and interview areas can accommodate individuals with disabilities.

#### D. Cross Referral.

CSNCFL and AARP Foundation shall consider adopting policies and procedures which would encourage the referral of customers to each other as appropriate by:

- a. Reviewing their individual program policies, procedures and processes and aligning their policies, procedures, and processes to the extent allowed by each program's specific laws and regulations, to better serve customers through cross referral, sequential, or co- enrollment as may best benefit the customer.
- b. Sharing responsibilities for customer follow-up.
- c. Reporting to each other on the services provided to the customer and the outcomes attained.

#### E. Information sharing.

CSNCFL and AARP Foundation shall share information by:

- a. Agreeing to a "Release of Information Form" which can be used by participants of the OSDS.
- b. Assuring that a FERPA is executed for individuals enrolled in education.
- c. Observing mandatory confidentiality and privacy laws
- d. Safeguarding participant records as appropriate.

#### F. Accessibility.

CSNCFL and AARP Foundation are committed to making all their facilities, locations, programs and services accessible to assure open access to individuals with disabilities and/or needing accommodations to be able to fully take advantage of the services available through the one-stop and its partners.

## **5. TERM**

This MOU shall commence on July 1st, 2022 and shall remain in full force and effect until June 30th, 2025, unless the MOU is terminated by either Party in accordance with the terms set forth below and in Section 7 (TERMINATION).

## **6. MODIFICATION**

- A. The MOU shall be modified to reflect changes in the terms, conditions or scope of work at any time that there is a change to way in which partners will coordinate under this MOU.
- B. The MOU shall be reviewed at least once every three (3) years and shall be modified as needed.
- C. Within ninety (90) days prior to the termination date of this MOU, the Parties shall review the MOU and negotiate any changes to the provisions of this MOU. The review shall include:
  - a. A collaborative evaluation of the effectiveness of operations pursuant to this MOU and the infrastructure cost sharing methodologies to see if they are still accurate.
  - b. This MOU may be amended or modified by mutual consent of the parties, by the issuance of a written amendment, executed by the parties with the same degree of formality employed at the time this MOU was executed.

## **7. TERMINATION**

- A. Either Party may terminate this MOU for convenience, by giving thirty (30) days' prior written notification pursuant to Section 8 (NOTICES).
- B. In the event of termination during any period of time that the MOU is required by WIOA or any related grant agreement requiring this MOU, the Parties shall renegotiate a mutually acceptable replacement MOU.

## **8. NOTICES**

- A. All notices required to be given to CSNCFL under this MOU shall be sufficient when hand delivered or mailed to CSNCFL at its office located at 1112 North Main Street, Gainesville, FL 32601 addressed to the CSNCFL Executive Director.
- B. All notices required to be given to AARP Foundation under this MOU shall be sufficient when hand delivered or mailed to AARP Foundation at its office located at 3300 SW Archer Road, Suite 210, Gainesville, F, 32608 addressed to the Project Director.
- C. All notices shall be in writing, which may include email.

## **9. NON-DISCRIMINATION**

- A. Each Party shall not discriminate, harass, or allow harassment against any one-stop applicant or customer on the basis of gender, race, color, ancestry, religion, political affiliation, pregnancy, national origin, veteran status, physical disability, mental disability, medical condition(s), age, sexual orientation, or marital status.
- B. The Parties shall comply with the Americans with Disabilities Act of 1990 and its amendments, as well as with other applicable regulations and guidelines promulgated thereunder.

## **10. GRIEVANCE AND COMPLAINTS**

AARP Foundation and CSNCFL agree to utilize the grievance and complaint procedures applicable to non-discrimination complaints as outlined in WIOA for mutual customers utilizing the one-stop career center.

## **11. DISPUTE RESOLUTION**

- A. The parties agree to try to resolve disputes at the lowest level, starting with the site supervisor(s) and staff. If issues cannot be resolved at this level, they shall be referred to the management staff of the respective partner and the operator, for discussion and resolution.
- B. In the event a consensus is not reached regarding infrastructure costs, this shall be reported to each partner's local governing entity, so that the governing entities can make an additional effort to reach agreement between the Parties. Should this effort fail the Parties will report their inability to reach consensus regarding the infrastructure costs to the Governor, who may invoke the State Funding Mechanism. In such instances, the Parties agree to abide by the Governor's determination.

## **12. COMMUNICATIONS**

- A. CSNCFL and AARP Foundation shall coordinate communications with the press, television, radio, or any other form of media regarding mutual responsibilities and activities under this MOU. Participation of each Party in press/media presentations will be determined by each Party's public relations policies.
- B. References to the local OSDS shall utilize the CSNCFL logo developed by the State of Florida and the American Job Center logo developed by the United States Department of Labor as authorized in the WIOA.

### **13. INDEMNIFICATION**

AARP Foundation agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve, as a waiver of sovereign immunity as applicable. Nothing herein shall be construed as consent by AARP Foundation as a political subdivision of the State of Florida to be sued by third parties in any matter arising out of this MOU, or any part thereof. The provisions of this section shall survive the expiration or earlier termination of this MOU.

Each party to this MOU agrees to indemnify itself to the extent permitted by law and shall hold the other party harmless, and neither party shall be responsible to the other party for actions of its officers, agents, servants, and employees with respect to any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by a negligent act or omission of either party, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this MOU including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property.

The Parties agree to maintain such insurance as is appropriate to its own organization. Each Party agrees to conduct itself in accordance with the tenets of good faith in the execution of their responsibilities.

### **14. AGENCY OR EMPLOYMENT RELATIONSHIP**

No provision of this MOU shall be construed as creating an agency or employment relationship between the Parties. The Parties agree that they are responsible for the actions of its representatives and employees with regard to all aspects of this MOU.

### **15. COMPLIANCE WITH LAWS**

The Parties shall comply with all applicable federal and state laws, regulations, rules, or procedures, all of which are incorporated herein by reference and made a part of the terms and conditions of this MOU.

### **16. SIGNATURE IN COUNTERPARTS**

This MOU may be executed in multiple identical counterparts, all of which shall constitute one agreement.

### **17. ACCEPTANCE OF SCANNED SIGNATURES**

- A. The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall

have the same legal effect and enforceability as manually written signatures. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

- B. That the Chair and Vice Chair shall each provide the Executive Assistant of CSNCFL with an exemplar of their signatures. The Executive Assistant shall scan and convert each signature into a .jpg file. The Executive Assistant shall store and protect the electronic signatures from use by an unauthorized individual.
- C. Upon receipt of authorization from the Chair or the Vice Chair, respectively, the Executive Assistant shall place the electronic signature of the Chair or Vice Chair on any document that: (i) has been approved and authorized for execution by the Council; or (ii) that is within the authority of the Chair or Vice Chair to execute without Council approval.
- D. For the purposes of this procedure, authorization shall be provided only by one of the following methods: (i) a statement made by the Chair or Vice Chair, respectively, on the record at a duly noticed public meeting; or (ii) by email from the Chair or Vice Chair, respectively, to the Executive Assistant indicating the documents authorized for electronic signature.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Memorandum of Understanding: **AARP Foundation** through its Project Director authorized to execute same and CAREERSOURCE NORTH CENTRAL FLORIDA, signing by and through the CSNCFL Executive Director duly authorized to execute the same.

**AS TO: AARP Foundation:**

WITNESSED BY:

\_\_\_\_\_. L.S.

\_\_\_\_\_. L.S.

BY:   
623F400F06F1430...  
(Signature)

TITLE: VP, Finance, Grants, & Operations

DATE: 7/25/2022

**AS TO: CAREERSOURCE NORTH CENTRAL FLORIDA:**

WITNESSED BY:

\_\_\_\_\_. L.S.

\_\_\_\_\_. L.S.

BY:   
(Signature)

Phyllis Marty

TITLE: EXECUTIVE DIRECTOR

DATE: 07/22/2022

Approved as to form by  
Rochelle J. Daniels  
Attorney

BY: \_\_\_\_\_  
Rochelle J. Daniels

MEMORANDUM OF UNDERSTANDING  
Between  
CAREERSOURCE NORTH CENTRAL FLORIDA  
and  
THE DIVISION OF BLIND SERVICES

**SA-145**

This One-Stop Memorandum of Understanding ("MOU") is entered into by and between **CareerSource North Central Florida** ("CSNCFL") as the administrative entity for and representing the Dual County Consortium Workforce Development Council ("DCCWDC") and for the **North Central Florida Workforce Development Board**, ("NCFWDB") and the **Division of Blind Services** ("DBS"), a non-profit organization and a one-stop partner under the Workforce Innovation and Opportunity Act of 2014, P.L. 113-128 ("WIOA"). CSNCFL and DBS are collectively referred to as the "Parties" and individually as the "Party."

**RECITALS**

WHEREAS, the Workforce Innovation and Opportunity Act of 2014, P.L. 113-128 as codified in 20 C.F.R. Part 678 ("WIOA") requires that the DCCWDC and the CSNCF, enter into an MOU with each one-stop partner identified in the legislation; and

WHEREAS, CSNCFL serves as the administrative entity for both the DCCWDC and the NCFWDB, and is authorized to conduct the negotiations and enter into the agreement which encompasses CFCAA and is authorized to enter this One-Stop MOU on behalf of the DCCWDC and NCFWDB; and

WHEREAS, DBS is a one-stop partner identified in WIOA Sec. 121(b)(1) as the grantee entity and provider of Employment and Training Program activities; and

WHEREAS, WIOA requires the DCCWDB and NCFWDB to competitively select a one-stop operator, and CSNCF has informed DBS that the CSNCFL governing boards have selected SCAD Media, LLC, a Florida limited liability company, as the contracted one-stop operator, which assists CSNCFL in coordination among the one-stop partners; and

WHEREAS, WIOA requires that each one-stop partner shall enter into an MOU which describes the integration and coordination of each partner's program services;

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and obligations hereinafter set forth, CSNCFL and DBS agree as follows:

**1. PARTIES**

The Parties to this MOU are CSNCFL and DBS. The Parties acknowledge that the recitals above are true and correct.

**2. PURPOSE**

The purpose of this MOU is to state how each of the Parties will:

- A. Provide access, including access for individuals with barriers to employment, to the Employment and Training Program activities services through the CSNCFL One-Stop Career Centers which are a part of the American Job Center network system.
- B. Follow established processes for the referral of customers to each other when appropriate for the customer.
- C. Develop a process for sharing customer data in a manner that preserves customer confidentiality in accordance with governing laws and regulations applicable to the parties and for sharing technology in a secure manner to provide coordinated services as appropriate for the customer.

- D. Accomplish the purposes of this MOU in a non-discriminatory environment.
- E. Support the infrastructure and operating costs of the CareerSource North Central Florida One-Stop Career Center when applicable.

### **3. VISION**

WIOA anticipates that the one-stop partners will provide access to services in a manner that is seamless to its customers by coordinating "front door" access to services and integrating program services so that each customer can avail themselves of the services needed to obtain or retain jobs resulting in self-sufficiency.

To accomplish this CSNCFL and DBS shall work together with all the WIOA one-stop partners on program access, shared services, shared information and shared costs as required under WIOA by:

- a. Identifying the program services offered by the parties and any applicable eligibility criteria.
- b. Identifying prospective shared customers.
- c. Identifying individual, shared and overlapping services to more efficiently serve shared customers.
- d. Providing a single point of contact for partner referrals so that customers are connected to the workforce system.
- e. Committing to continuous improvement of the workforce system.
- f. Recognizing partner programs' constraints and working to eliminate the impact on shared customers.

Subject to the confirmation practices of the local CareerSource Board, the Division of Blind Services will appoint a representative to serve as a member of the Board, in accordance with WIOA Pub. L. No. 113-128, Title I, s. 107(b)(2)(C)

- g. The DBS representative shall attend CareerSource Board meetings and provide input to the CareerSource Board.
- h. In addition to the statutory requirements of board members, the DBS representative will follow through on cross-partner referrals and customer connections on a timely basis.
- i. DBS will provide assistive technology use licenses to assist persons with disabilities. Technology licenses will be rendered on an in-kind basis where approved per the infrastructure agreement with CareerSource.

### **4. ONE-STOP DELIVERY SYSTEM ("OSDS") SERVICES**

- A. Services provided through the OSDS. Services provided through the OSDS shall include:
  - a. WIOA Title I Adult, Dislocated Worker, and Youth Program services
  - b. Referral to WIOA Title II Adult Education and Family Literacy Act services
  - c. WIOA Title III Wagner-Peyser Act employment services.
  - d. WIOA Title IV Vocational Rehabilitation program services
  - e. Carl D. Perkins Career and Technical Education Act funded programs
  - f. Older Americans Act, Title V, Senior Community Service Employment Program

- g. Veterans programs
- h. Trade Adjustment Assistance Act program services
- i. Community Services Block Grant services
- j. Unemployment Compensation
- k. Temporary Assistance for Needy Families through Florida's Welfare Transition Program
- l. Supplemental Nutrition Assistance Program
- m. Youth/ Build U.S.A. programs located in the workforce area
- n. Second Chance programs located in the workforce area

**B. Access to Services.**

CSNCFL and DBS will make their program services accessible through the OSDS by:

- a. Exchanging information about program eligibility requirements or enrollment /entrance requirements as appropriate for each other's
- b. workforce funding streams.
- c. Identifying their individual program's career services and determining how reliance upon partner career services can be achieved.
- d. Identifying services and activities which can be coordinated to better serve shared OSDS customers.
- e. Jointly developing and participating in training of frontline staff to assure an understanding of the eligibility, program, activities, and support services of partner workforce funding streams.
- f. Coordinating outreach and recruitment through inter-agency coordination.
- g. Utilizing technology to facilitate access to the one-stop delivery system as reflected in the Infrastructure Funding Agreement attached as Exhibit A to the MOU.

**C. Coordinating Services.**

CSNCFL and DBS shall coordinate and deliver program services (including workforce services) as appropriate through the OSDS by:

- a. Seeking opportunities to share resources and reduce duplication of program activities.
- b. Working on methods for streamlining services for customers and improve frontline staff efficiency.
- c. Co- locating or making efforts to be represented in a comprehensive or affiliate one-stop location site.
- d. Enhancing employer engagement to build a demand-driven system, improve business services, and match participants with work-based learning opportunities.
- e. Promoting continuous improvement of the service delivery system for all one-stop partner customers.
- f. Participating in the OSDS consistent with the terms of this MOU and the requirements of the federal laws authorizing the program or activities and any related grant agreements.
- g. Addressing the needs of workers, youth, and individuals with barriers to employment,

including individuals with disabilities, by providing access to services appropriate to their needs, including access to technology and materials that are available through the OSDS.

- i. The OSDS shall assure that tools available for individuals who are sight or hearing impaired and need to access one-stop services are a part of the resources available to the public accessing one-stop services and

shall share the access with one-stop partner customers referred to the one-stop for services.

- ii. The OSDS shall assure that their premises including hallways, restrooms, and egress points can accommodate individuals who have a physical impairment.
- iii. The OSDS shall assure that computer stations, workshop rooms, workshops and interview areas can accommodate individuals with disabilities.

**D. Cross Referral.**

CSNCFL and DBS shall consider adopting policies and procedures which would encourage the referral of customers to each other as appropriate by:

- a. Reviewing their individual program policies, procedures and processes and aligning their policies, procedures, and processes to the extent allowed by each program's specific laws and regulations, to better serve customers through cross referral, sequential, or co-enrollment as may best benefit the customer.
- b. Sharing responsibilities for customer follow-up.
- c. Reporting to each other on the services provided to the customer and the outcomes attained.

**E. Information sharing.**

CSNCFL and DBS shall share information by:

- a. Agreeing to a "Release of Information Form" which can be used by participants of the OSDS.
- b. Assuring that a FERPA is executed for individuals enrolled in education.
- c. Observing mandatory confidentiality and privacy laws
- d. Safeguarding participant records as appropriate.

**F. Accessibility.**

CSNCFL and DBS are committed to making all their facilities, locations, programs and services accessible to assure open access to individuals with disabilities and/or needing accommodations to be able to fully take advantage of the services available through the one-stop and its partners.

**5. TERM**

The term of this MOU shall commence on July 1, 2023, and shall remain in full force and effect until June 30th, 2025, unless the MOU is terminated by either Party in accordance with the terms set forth below and in Section 7 (TERMINATION).

**6. MODIFICATION**

- A. The MOU shall be modified to reflect changes in the terms, conditions or scope of work at any time that there is a change to way in which partners will coordinate under this MOU.
- B. The MOU shall be reviewed at least once every three (3) years and shall be modified as needed.

- C. Within ninety (90) days prior to the termination date of this MOU, the Parties shall review the MOU and negotiate any changes to the provisions of this MOU. The review shall include:
  - a. A collaborative evaluation of the effectiveness of operations pursuant to this MOU and the infrastructure cost-sharing methodologies to see if they are still accurate.
  - b. This MOU may be amended or modified by mutual consent of the parties, by the issuance of a written amendment, executed by the parties with the same degree of formality employed at the time this MOU was executed.

## **7. TERMINATION**

- A. Either Party may terminate this MOU for convenience, by giving thirty (30) days' prior written notification pursuant to Section 8 (NOTICES).
- B. In the event of termination during any period of time that the MOU is required by WIOA or any related grant agreement requiring this MOU, the Parties shall renegotiate a mutually acceptable replacement MOU.

## **8. NOTICES**

- A. All notices required to be given to CSNCFL under this MOU shall be sufficient when hand delivered or mailed to CSNCFL at its office located at 1112 North Main Street, Gainesville, FL 32601 addressed to the CSNCFL Executive Director.
- B. All notices required to be given to DBS under this MOU shall be sufficient when hand delivered or mailed to DBS at its office located at 3620 NW 43rd St C, Gainesville, FL 32606 addressed to the Assistant District Administrator.
- C. All notices shall be in writing, which may include email.

## **9. NON-DISCRIMINATION**

- A. Each Party shall not discriminate, harass, or allow harassment against any one-stop applicant or customer on the basis of race, color, ancestry, religion, political affiliation, pregnancy, national origin, veteran status, physical disability, mental disability, medical condition(s), age, sexual orientation, or marital status.
- B. The Parties shall comply with the Americans with Disabilities Act of 1990 and its amendments, as well as with other applicable regulations and guidelines promulgated thereunder.

## **10. GRIEVANCE AND COMPLAINTS**

DBS and CSNCFL agree to utilize the grievance and complaint procedures applicable to non-discrimination complaints as outlined in WIOA for mutual customers utilizing the one-stop career center.

## **11. DISPUTE RESOLUTION**

- A. If an issue arises involving this MOU, both parties will make every effort to reach a resolution in a timely and efficient manner. Either partner may request a face-to-face meeting of the local partners to identify and discuss the issue. If resolved and no further action is deemed necessary by the partners, the issue and the resolution will be documented in writing.
- B. If not resolved, the issue and the efforts to resolve it will be documented and forwarded to the President/CEO of CareerSource and the Director of the Division of Blind Services, Partner. A joint decision shall be issued within 60 calendar days of receipt.
- C. If dissatisfied with the decision, the dispute may be filed with the State of Florida Department of Economic Opportunity (DEO) and the Commissioner of the Department of Education (DOE) to review concerns and determine resolution. DEO and DOE may remand the issue back to

the President/CEO of Career Source and to the Director of the Division of Blind Services, Partner or impose other remedies to resolve the issue.

## **12. COMMUNICATIONS**

- A. CSNCFL and DBS shall coordinate communications with the press, television, radio, or any other form of media regarding mutual responsibilities and activities under this MOU. Participation of each Party in press/media presentations will be determined by each Party's public relations policies.
- B. References to the local OSDS shall utilize the CSNCFL logo developed by the State of Florida and the American Job Center logo developed by the United States Department of Labor as authorized in the WIOA.

## **13. AGENCY OR EMPLOYMENT RELATIONSHIP**

No provision of this MOU shall be construed as creating an agency or employment relationship between the Parties. The Parties agree that they are responsible for the actions of their representatives and employees with regard to all aspects of this MOU.

## **14. COMPLIANCE WITH LAWS**

The Parties shall comply with all applicable federal and state laws, regulations, rules, or procedures, all of which are incorporated herein by reference and made a part of the terms and conditions of this MOU.

## **15. SIGNATURE IN COUNTERPARTS**

This MOU may be executed in multiple identical counterparts, all of which shall constitute one agreement.

## **16. ACCEPTANCE OF SCANNED SIGNATURES**

- A. The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. Delivery of this Agreement or any other document contemplated hereby bearing a manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the world wide web), by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.
- B. That the Chair and Vice Chair shall each provide the Executive Assistant of CSNCFL with an exemplar of their signatures. The Executive Assistant shall scan and convert each signature into a .jpg file. The Executive Assistant shall store and protect the electronic signatures from use by an unauthorized individual.
- C. Upon receipt of authorization from the Chair or the Vice Chair, respectively, the Executive Assistant shall place the electronic signature of the Chair or Vice Chair on any document that: (i) has been approved and authorized for execution by the Council; or (ii) that is within the authority of the Chair or Vice Chair to execute without Council approval.
- D. For the purposes of this procedure, authorization shall be provided only by one of the following methods: (i) a statement made by the Chair or Vice Chair, respectively, on the record at a duly noticed public meeting; or (ii) by email from the Chair or Vice Chair, respectively, to the Executive Assistant indicating the documents authorized for electronic signature.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Memorandum of Understanding: THE DIVISION OF BLIND SERVICES through its State Director authorized to execute same and CAREERSOURCE NORTH CENTRAL FLORIDA, signing by and through the CSNCFL Executive Director duly authorized to execute the same.

**AS TO:**

Robert Doyle III, State Director Division of Blind Services:

  
\_\_\_\_\_  
(Signature)

Date: August 1, 2023  
Manny Diaz Jr., Commissioner of Education, Department of Education:

  
\_\_\_\_\_  
(Signature)

Date: 6/28/23

WITNESSED BY:

Mary Lee Mayo L.S.  
Shane Dennis L.S.

**AS TO: CAREERSOURCE NORTH CENTRAL FLORIDA:**

Phyllis Marty, Executive Director

  
\_\_\_\_\_  
(Signature)

Date: July 6, 2023

WITNESSED BY:

Bridgette L.S.  
Karen L.S.

**INFRASTRUCTURE FUNDING AGREEMENT  
BETWEEN  
CENTRAL FLORIDA COMMUNITY  
ACTION AGENCY, INC (Alachua) AND  
CAREERSOURCE NORTH CENTRAL FLORIDA**

**EFFECTIVE PERIOD OF TIME:**

This Infrastructure Funding Agreement (IFA) will remain effective from July 1, 2022, to June 30, 2023.

**INFRASTRUCTURE COST BUDGET:**

| <b>Cost Category/Line Item</b> | <b>Line-Item Cost Detail</b>             | <b>Gainesville Center</b> | <b>Starke Center</b> |
|--------------------------------|------------------------------------------|---------------------------|----------------------|
| Rent                           | Lease                                    | \$204,818.04              | \$18,000.00          |
| Utilities and Maintenance      | Utilities - Electric, Water, Sewer, etc. | \$31,350.32               | \$3,019.70           |
|                                | Internet                                 | \$13,657.90               | \$946.37             |
|                                | Telephones                               | \$49,613.32               | \$9,642.32           |
|                                | Facility Maintenance Contract            | \$0.00                    | \$0.00               |
| Equipment                      | Copiers/Fax Machines                     | \$17,460.33               | \$881.20             |
|                                | Computers                                | \$ -                      | \$ -                 |
| <b>Annual Total</b>            |                                          | <b>\$316,899.91</b>       | <b>\$ 32,489.59</b>  |

**IDENTIFICATION OF ALL ONE-STOP PARTNERS:**

Identification of the one-stop partners as defined in 2 CFR 678.500 is included in the IFA Attachment A.

**PERIODIC MODIFICATION AND REVIEW PROCESS:**

Partner shares in the costs of the one-stop facility where they are present must be periodically reviewed and reconciled against actual costs, and adjusted, if necessary, to ensure that actual costs charged are in line with the actual benefits received by the partner. Partners will need to document their shared costs by the end of this IFA agreement.

**PROCESS TO REACH CONSENSUS**

CareerSource NCFL will meet with each mandatory partner in our local area to negotiate the IFA. If agreement on infrastructure and other shared one-stop costs is not reached at the local level, then the Board will inform the Department of Economic Opportunity and the state one-stop funding mechanism will be used to determine partner's share of these costs.

**Attachment A**

| <b>Partner Organization</b>                             | <b>Physically Co-located Gainesville</b> | <b>Physically Co-located Starke</b> | <b>Career Services Cost</b> | <b>Annual Square Footage Cost Gainesville</b> | <b>Annual Cost by Square Footage Gainesville</b> | <b>Annual Square Footage Cost Starke</b> | <b>Annual Cost by Square Footage Starke</b> | <b>Total Shared Infrastructure Costs</b> |
|---------------------------------------------------------|------------------------------------------|-------------------------------------|-----------------------------|-----------------------------------------------|--------------------------------------------------|------------------------------------------|---------------------------------------------|------------------------------------------|
| AARP Foundation                                         | No                                       | No                                  | \$608.51                    |                                               |                                                  |                                          |                                             | \$608.51                                 |
| North Florida Technical College                         | No                                       | No                                  | \$608.51                    |                                               |                                                  |                                          |                                             | \$608.51                                 |
| Bradford Union Technical Center                         | No                                       | No                                  | \$608.51                    |                                               |                                                  |                                          |                                             | \$608.51                                 |
| Central Florida Community Action Agency, Inc. (Alachua) | No                                       | No                                  | \$608.51                    |                                               |                                                  |                                          |                                             | \$608.51                                 |
| Santa Fe College                                        | No                                       | No                                  | \$608.51                    |                                               |                                                  |                                          |                                             | \$608.51                                 |
| Vocational Rehabilitation                               | No                                       | No                                  | \$608.51                    |                                               |                                                  |                                          |                                             | \$608.51                                 |

**SIGNATURES:**

**One-Stop Partner-Central Florida Community Action Agency, Inc (Alachua)**

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CareerSource North Central Florida**

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**INFRASTRUCTURE FUNDING AGREEMENT  
BETWEEN  
NORTH FLORIDA TECHNICAL COLLEGE  
AND CAREERSOURCE NORTH CENTRAL  
FLORIDA**

**EFFECTIVE PERIOD OF TIME:**

This Infrastructure Funding Agreement (IFA) will remain effective from July 1, 2023, to June 30, 2024.

**INFRASTRUCTURE COST BUDGET:**

| <b>Cost Category/Line Item</b> | <b>Line-Item Cost Detail</b>             | <b>Gainesville Center</b> | <b>Starke Center</b> |
|--------------------------------|------------------------------------------|---------------------------|----------------------|
| Rent                           | Lease                                    | \$215,000                 | \$18,000.00          |
| Utilities and Maintenance      | Utilities - Electric, Water, Sewer, etc. | \$36,781.34               | \$823.41             |
|                                | Internet                                 | \$20,300.93               | \$2,589.40           |
|                                | Telephones                               | \$35,590.41               | \$1,801.91           |
|                                | Facility Maintenance Contract            | \$0.00                    | \$0.00               |
| Equipment                      | Copiers/Fax Machines                     | \$12,334.79               | \$0.00               |
|                                | Computers                                | \$ -                      | \$ -                 |
| <b>Annual Total</b>            |                                          | <b>\$320,007.47</b>       | <b>\$ 23,214.72</b>  |

**IDENTIFICATION OF ALL ONE-STOP PARTNERS:**

Identification of the one-stop partners as defined in 2 CFR 678.500 is included in the IFA Attachment A.

**PERIODIC MODIFICATION AND REVIEW PROCESS:**

Partner shares in the costs of the one-stop facility where they are present must be periodically reviewed and reconciled against actual costs, and adjusted, if necessary, to ensure that actual costs charged are in line with the actual benefits received by the partner. Partners will need to document their shared costs by the end of this IFA agreement.

**PROCESS TO REACH CONSENSUS**

CareerSource NCFL will meet with each mandatory partner in our local area to negotiate the IFA. If agreement on infrastructure and other shared one-stop costs is not reached at the local level, then the Board will inform the Department of Economic Opportunity and the state one-stop funding mechanism will be used to determine partner's share of these costs.

**SIGNATURES:**

**One-Stop Partner-North Florida Technical College**

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CareerSource North Central Florida**

Authorized Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*[Handwritten Signature]*

Brad Bishop

Director

10-18-23

*[Handwritten Signature]*

Phyllis Marty

CEO

7/1/23

Attachment A

| Partner Organization                                                                                                                 | Physically Co- located Gainesville | Physically Co-located Starke | Career Services Cost | Annual Cost by Square Footage Gainesville | Annual Cost by Square Footage Gainesville | Annual Cost by Square Footage Starke | Annual Cost by Square Footage Starke | Total Shared Infrastructure Costs |
|--------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|------------------------------|----------------------|-------------------------------------------|-------------------------------------------|--------------------------------------|--------------------------------------|-----------------------------------|
| AARP Foundation                                                                                                                      | No                                 | No                           | \$1,019.52           |                                           |                                           |                                      |                                      | \$1,019.52                        |
| North Florida Technical College                                                                                                      | No                                 | No                           | \$1,019.52           |                                           |                                           |                                      |                                      | \$1,019.52                        |
| Central Florida Community Action Agency, Inc. (Alachua)                                                                              | No                                 | No                           | \$1,019.51           |                                           |                                           |                                      |                                      | \$1,019.51                        |
| Santa Fe College                                                                                                                     | No                                 | No                           | \$500.00             |                                           |                                           |                                      |                                      | \$500.00                          |
| Vocational Rehabilitation                                                                                                            | No                                 | No                           | \$1,019.51           |                                           |                                           |                                      |                                      | \$1,019.51                        |
| The total cost of internet services annually is \$22,890.33. 20% of those costs (fair share for technology referrals) is \$4,578.06. |                                    |                              |                      |                                           |                                           |                                      |                                      | \$ 4,578.06                       |

## **Exhibit A**

### **Infrastructure Funding Agreement**

The purpose of this Infrastructure Funding Agreement (IFA) is to delineate each Party's responsibilities for sharing of infrastructure and operating costs for the applicable one-stop center.

1. This IFA shall be in effect for the duration of the MOU.
2. The infrastructure and shared services budget is identified through a decision by the parties to co-locate through technological means.
3. All one-stop partners, chief elected officials, and the Local Workforce Development Board participating in this IFA have been identified in the MOU as Parties.
4. CSNCF will meet with each mandatory partner in the local area to negotiate the IFA. If agreement on infrastructure and other shared one-stop costs is not reached at the local level, then the CSNCF will Inform the Department of Economic Opportunity and the state one-stop funding mechanism will be used to determine partners' share of costs.
5. Funding of the shared services and operating cost of the one-stop delivery system will be accomplished by utilizing technology to facilitate access to the one-stop center, including technology used for the center's planning and outreach activities.
6. SF and CSNCF recognize that infrastructure costs, in accordance with 20 CFR 678.500(b), 34 CFR 361.500(b) and 34 CFR 463.500(b) are applicable to all required partners, regardless of whether they are physically located in CSNCF'S one-stop centers. Pursuant to the United States Department of Labor's Training and Employment Guidance Letter No. 17- 16 (USDOL TEGL 17-16), each partner's contributions to the infrastructure costs may vary, as these contributions are based on the proportionate use and relative benefit received, consistent with the partner programs' authorizing laws and regulations and the Uniform Guidance.
7. Infrastructure costs are defined as non-personnel costs that are necessary for the general operation of the Gainesville one-stop center. Non-personnel are defined by USDOL TEGL 17-16 costs include, but are not limited to:
  - a. Rental of the facilities;
  - b. Utilities and maintenance;
  - c. Equipment, including assessment- related products and assistive technology for individuals with disabilities; and
  - d. Technology to facilitate access to the one-stop center, including technology used for the center's planning and outreach activities.

8. The Parties have agreed to utilize technology as described in Section 5, TECHNOLOGICAL CONNECTIONS AND PRESENCE, of the MOU to facilitate access to the one-stop center, including technology used for the center's planning and outreach activities (WIOA sec. 121(h)(4), 20 CFR 678.700(a), 34 CFR 361.700(a), and 34 CFR 463.700(a)).
9. The parties agree in principle that development of technological connections and presence will be collaborative. CSNCF will submit to SF proper invoices documenting **SF's participation** in the development and maintenance of the technological connection and presence. CSNCF will submit these invoices to SF at least thirty (30) days prior to the payment due date as applicable or by the due dates below. SF will pay CSNCF up to Fifteen Hundred Dollars (\$1,500.00) in three (3) separate payments of up to Five Hundred Dollars (\$500.00) per year for the following periods:
- a. July 1, 2021 through June 30, 2022, payable by October 31, 2021.
  - b. July 1, 2022 through June 30, 2023, payable by October 31, 2022.
  - c. July 1, 2023 through June 30, 2024, payable by October 31, 2023.
10. SF will pay for the costs associated with its participation in the one-stop center as described above, subject to Section 8, TERMINATION, of the MOU. The Parties may mutually negotiate costs at the time of subsequent written amendments, subject to Section 7, MODIFICATIONS, of the MOU.
11. In the event a consensus is not reached regarding infrastructure costs, this shall **be reported to each partner's local governing entity, so that the governing entities** can make an additional effort to reach agreement between the Parties. Should this effort fail the Parties will report their inability to reach consensus regarding the infrastructure costs to the Governor, who may invoke the State Funding Mechanism. **The Governor's determinations of infrastructure cost contributions** may be appealed in accordance with the process established under 20 CFR § 678.750, 34 CFR § 361.750, and 34 CFR § 463.750.

By signing below, SF agrees to be responsible for the costs associated with its participation in the one-stop until such time as the costs are renegotiated at which time the MOU and/or attached IFA will be reviewed and, if appropriate, modified to ensure equitable benefit among one-stop partners.



Signature of Interim Chief Executive Officer of  
CareerSource North Central Florida

**Blake  
Fletcher**

Digitally signed by Blake  
Fletcher  
Date: 2021.04.21  
14:19:30 -04'00'

Signature of Board Chair of  
The District Board of Trustees of Santa Fe College, Florida

4/7/2021  
Date

04/21/21

Date

**INFRASTRUCTURE FUNDING AGREEMENT  
BETWEEN  
VOCATIONAL REHABILITATION AND  
CAREERSOURCE NORTH CENTRAL FLORIDA**

**EFFECTIVE PERIOD OF TIME:**

This Infrastructure Funding Agreement (IFA) will remain effective from July 1, 2023, to June 30, 2024.

**INFRASTRUCTURE COST BUDGET:**

| <b>Cost Category/Line Item</b> | <b>Line-item Cost Detail</b>             | <b>Gainesville Center</b> | <b>Starke Center</b> |
|--------------------------------|------------------------------------------|---------------------------|----------------------|
| Rent                           | Lease                                    | \$215,000                 | \$18,000.00          |
| Utilities and Maintenance      | Utilities - Electric, Water, Sewer, etc. | \$36,781.34               | \$823.41             |
|                                | Internet                                 | \$20,300.93               | \$2,589.40           |
|                                | Telephones                               | \$35,590.41               | \$1,801.91           |
|                                | Facility Maintenance Contract            | \$0.00                    | \$0.00               |
| Equipment                      | Copiers/Fax Machines                     | \$12,334.79               | \$0.00               |
|                                | Computers                                | \$ -                      | \$ -                 |
| <b>Annual Total</b>            |                                          | <b>\$320,007.47</b>       | <b>\$ 23,214.72</b>  |

**IDENTIFICATION OF ALL ONE-STOP PARTNERS:**

Identification of the one-stop partners as defined in 2 CFR 678.500 is included in the IFA Attachment A.

**PERIODIC MODIFICATION AND REVIEW PROCESS:**

Partner shares in the costs of the one-stop facility where they are present must be periodically reviewed and reconciled against actual costs, and adjusted, if necessary, to ensure that actual costs charged are in line with the actual benefits received by the partner. Partners will need to document their shared costs by the end of this IFA agreement.

**PROCESS TO REACH CONSENSUS**

CareerSource NCFL will meet with each mandatory partner in our local area to negotiate the IFA. If agreement on infrastructure and other shared one-stop costs is not reached at the local level, then the Board will inform the Department of Economic Opportunity and the state one-stop funding mechanism will be used to determine partner's share of these costs.

**Attachment A**

[illegible]

**SIGNATURES:**

**One-Stop Partner-Vocational Rehabilitation**

Authorized Signature: \_\_\_\_\_



Printed Name: Victoria Galtanis

Title: Interim Director

Date: \_\_\_\_\_

**CareerSource North Central Florida**

Authorized Signature: \_\_\_\_\_



Printed Name: Phyllis Marty

Title: CEO

Date: 1/26/24

**INFRASTRUCTURE FUNDING  
AGREEMENT BETWEEN  
AARP FOUNDATION AND  
CAREERSOURCE NORTH CENTRAL  
FLORIDA**

**EFFECTIVE PERIOD OF TIME:**

This Infrastructure Funding Agreement (IFA) will remain effective from July 1, 2022, to June 30, 2023.

**INFRASTRUCTURE COST BUDGET:**

| <b>Cost Category/Line Item</b> | <b>Line-Item Cost Detail</b>             | <b>Gainesville Center</b> | <b>Starke Center</b> |
|--------------------------------|------------------------------------------|---------------------------|----------------------|
| Rent                           | Lease                                    | \$204,818.04              | \$18,000.00          |
| Utilities and Maintenance      | Utilities - Electric, Water, Sewer, etc. | \$31,350.32               | \$3,019.70           |
|                                | Internet                                 | \$13,657.90               | \$946.37             |
|                                | Telephones                               | \$49,613.32               | \$9,642.32           |
|                                | Facility Maintenance Contract            | \$0.00                    | \$0.00               |
| Equipment                      | Copiers/Fax Machines                     | \$17,460.33               | \$881.20             |
|                                | Computers                                | \$ -                      | \$ -                 |
| <b>Annual Total</b>            |                                          | <b>\$316,899.91</b>       | <b>\$ 32,489.59</b>  |

**IDENTIFICATION OF ALL ONE-STOP PARTNERS:**

Identification of the one-stop partners as defined in 2 CFR 678.500 is included in the IFA Attachment A.

**PERIODIC MODIFICATION AND REVIEW PROCESS:**

Partner shares in the costs of the one-stop facility where they are present must be periodically reviewed and reconciled against actual costs, and adjusted, if necessary, to ensure that actual costs charged are in line with the actual benefits received by the partner. Partners will need to document their shared costs by the end of this IFA agreement.

**PROCESS TO REACH CONSENSUS**

CareerSource NCFL will meet with each mandatory partner in our local area to negotiate the IFA. If agreement on infrastructure and other shared one-stop costs is not reached at the local level, then the Board will inform the Department of Economic Opportunity and the state one-stop funding mechanism will be used to determine partner's share of these costs.

**SIGNATURES:**

**One-Stop Partner-AARP Foundation**

Authorized Signature: \_\_\_\_\_

Discontinued by:  
*Demetri Antzoulatos*  
6231 4091 961 1430...

Demetri Antzoulatos

Printed Name: \_\_\_\_\_

VP, Finance, Grants, & operations

Title: \_\_\_\_\_

1/20/2023

Date: \_\_\_\_\_

**CareerSource North Central Florida**

Authorized Signature: \_\_\_\_\_

*Phyllis Marty*

Printed Name: \_\_\_\_\_

*Phyllis Marty*

Title: \_\_\_\_\_

*Chief Executive Officer*

Date: \_\_\_\_\_

*11/2/22*

## Attachment A

| Partner Organization                                    | Physically Co-located Gainesville | Physically Co-located Starke | Career Services Cost | Annual Square Footage Cost Gainesville | Annual Cost by Square Footage Gainesville | Annual Square Footage Cost Starke | Annual Cost by Square Footage Starke | Total Shared Infrastructure Costs |
|---------------------------------------------------------|-----------------------------------|------------------------------|----------------------|----------------------------------------|-------------------------------------------|-----------------------------------|--------------------------------------|-----------------------------------|
| AARP Foundation                                         | No                                | No                           | \$608.51             |                                        |                                           |                                   |                                      | \$608.51                          |
| North Florida Technical College                         | No                                | No                           | \$608.51             |                                        |                                           |                                   |                                      | \$608.51                          |
| Bradford Union Technical Center                         | No                                | No                           | \$608.51             |                                        |                                           |                                   |                                      | \$608.51                          |
| Central Florida Community Action Agency, Inc. (Alachua) | No                                | No                           | \$608.51             |                                        |                                           |                                   |                                      | \$608.51                          |
| Santa Fe College                                        | No                                | No                           | \$608.51             |                                        |                                           |                                   |                                      | \$608.51                          |
| Vocational Rehabilitation                               | No                                | No                           | \$608.51             |                                        |                                           |                                   |                                      | \$608.51                          |

**SA-145**  
**INFRASTRUCTURE FUNDING**  
**AGREEMENT BETWEEN DIVISION OF**  
**BLIND SERVICES AND**  
**CAREERSOURCE NORTH CENTRAL**  
**FLORIDA**

**EFFECTIVE PERIOD OF TIME:**

This Infrastructure Funding Agreement (IFA) will remain effective from the date both parties sign this agreement to June 30, 2025.

**INFRASTRUCTURE COST BUDGET:**

| <b>Cost Category/Line Item</b> | <b>Line-Item Cost Detail</b>             | <b>Gainesville Center</b> | <b>Starke Center</b> |
|--------------------------------|------------------------------------------|---------------------------|----------------------|
| Rent                           | Lease                                    | \$204,818.04              | \$18,000.00          |
| Utilities and Maintenance      | Utilities - Electric, Water, Sewer, etc. | \$31,350.32               | \$3,019.70           |
|                                | Internet                                 | \$13,657.90               | \$946.37             |
|                                | Telephones                               | \$49,613.32               | \$9,642.32           |
|                                | Facility Maintenance Contract            | \$0.00                    | \$0.00               |
| Equipment                      | Copiers/Fax Machines                     | \$17,460.33               | \$881.20             |
|                                | Computers                                | \$ -                      | \$ -                 |
| <b>Annual Total</b>            |                                          | <b>\$316,899.91</b>       | <b>\$ 32,489.59</b>  |

**IDENTIFICATION OF ALL ONE-STOP PARTNERS:**

Identification of the one-stop partners as defined in 2 CFR 678.500 is included in the IFA Attachment A.

**PERIODIC MODIFICATION AND REVIEW PROCESS:**

Partner shares in the costs of the one-stop facility where they are present must be periodically reviewed and reconciled against actual costs, and adjusted, if necessary, to ensure that actual costs charged are in line with the actual benefits received by the partner. Partners will need to document their shared costs by the end of this IFA agreement.

**PROCESS TO REACH CONSENSUS**

CareerSource NCFL will meet with each mandatory partner in our local area to negotiate the IFA. If agreement on infrastructure and other shared one-stop costs is not reached at the local level, then the Board will inform the Department of Economic Opportunity and the state one-stop funding mechanism will be used to determine partner's share of these costs.

**DIVISION OF BLIND SERVICES**

By: Robert L. Doyle  
Signature

Name: Robert Doyle

Typed

Title: Director

Typed Date: 7/10/2023

**DEPARTMENT OF EDUCATION**

By: [Signature]  
Signature

Name: Manny Diaz, Jr.

Typed

Title: Commissioner of Education

Typed Date: 6/28/23

**CAREERSOURCE NORTH CENTRAL FLORIDA**

By: [Signature]  
Signature

Name: Phyllis Marty

Typed

Title: Executive Director

Typed

Date: July 6, 2023

**Attachment A**

| <b>Partner Organization</b>                             | <b>Physically Co-located Gainesville</b> | <b>Physically Co-located Starke</b> | <b>Career Services Cost</b> | <b>Annual Square Footage Cost Gainesville</b> | <b>Annual Cost by Square Footage Gainesville</b> | <b>Annual Square Footage Cost Starke</b> | <b>Annual Cost by Square Footage Starke</b> | <b>Total Shared Infrastructure Costs</b> |
|---------------------------------------------------------|------------------------------------------|-------------------------------------|-----------------------------|-----------------------------------------------|--------------------------------------------------|------------------------------------------|---------------------------------------------|------------------------------------------|
| AARP Foundation                                         | No                                       | No                                  | \$608.51                    |                                               |                                                  |                                          |                                             | \$608.51                                 |
| North Florida Technical College                         | No                                       | No                                  | \$608.51                    |                                               |                                                  |                                          |                                             | \$608.51                                 |
| Bradford Union Technical Center                         | No                                       | No                                  | \$608.51                    |                                               |                                                  |                                          |                                             | \$608.51                                 |
| Central Florida Community Action Agency, Inc. (Alachua) | No                                       | No                                  | \$608.51                    |                                               |                                                  |                                          |                                             | \$608.51                                 |
| Santa Fe College                                        | No                                       | No                                  | \$608.51                    |                                               |                                                  |                                          |                                             | \$608.51                                 |
| Vocational Rehabilitation                               | No                                       | No                                  | \$608.51                    |                                               |                                                  |                                          |                                             | \$608.51                                 |
| Division of Blind Services                              | No                                       | No                                  | \$0                         |                                               |                                                  |                                          |                                             | \$0                                      |

# Public Input Opportunities:

## WIOA Local Plan

WIOA emphasizes the importance of collaboration and transparency in the development and submission of local and regional plans. LWDBs provide leadership, and should seek broad stakeholder involvement, in the development of their local and regional plans. Chief local elected officials, LWDB members, core program partners, combined planning partners, mandatory One-Stop career center partners, and local economic development entities are an integral part of the planning process. WIOA encourages an enhanced, integrated system by including core and combined programs in its planning and performance requirements. Affected entities and the public must have an opportunity to provide input in the development of the plan. LWDBs must make the plan available electronically and in open meetings to ensure transparency to the public.

This local plan provides a framework for how our workforce development system will achieve the purposes of WIOA,<sup>[1]</sup> taking into consideration our local labor market and economic conditions, educational opportunities and the needs of our residents and citizens.

We are providing our preliminary draft to enable Public Comment. Please submit your comments to [pmarty@careersourcencfl.com](mailto:pmarty@careersourcencfl.com)

<sup>[1]</sup> 20 Code of Federal Regulations (CFR) 679.500 and 20 CFR 679.540.

### Calendar for Local Plan development

*Draft updated with revisions every Monday*

September 9, 2024: Plan posted on website for Public Comment

September 9, 2024: Plan sent to LWDB 26 county administrators for posting on county websites

September 9, 2024: Plan sent to local 211 network for distribution to Community CBOs/FBOs

September 17, 2024: Public Hearing (5pm – 6pm)

September 19, 2024: Strategic Planning Workshop

September 30, 2024: Joint Board and Council Meeting for plan approval

October 2, 2024: Plan submitted to FloridaCommerce

**No public comments received.**