

INTERLOCAL AGREEMENT BETWEEN THE CITY OF ALACHUA AND CAREERSOURCE NORTH CENTRAL FLORIDA REGARDING CAREERSOURCE SERVICES IN ALACHUA

This interlocal agreement hereinafter referred to as "Agreement" is entered into on October 1, 2025 between CareerSource North Central Florida, a local government agency created pursuant to Florida Statutes §163.01, hereinafter referred to as "CareerSource" and the City of Alachua, a municipality located in Alachua County, Florida, hereinafter referred to as "City". City and CareerSource may jointly be referred to as the "Parties" or singularly as a "Party".

RECITALS

WHEREAS, the City and CareerSource are authorized by §163.01 Florida Statutes, to enter into interlocal agreements to cooperatively and efficiently use their powers to provide public services advancing the general welfare of the citizens within their jurisdictions; and

WHEREAS, the City is a vibrant, growing, economically and culturally diverse community located in Alachua County, Florida; and

WHEREAS, the City Commission adopted the Fiscal Year 2026 Strategic Plan, which includes as a priority, Strategic Initiative 1.3: Develop and implement a strategy to enhance, cultivate and maintain relationships in all sectors of the local economy; and

WHEREAS, CareerSource was created pursuant to Florida Statutes §163.01 to implement workforce and economic development services; and

WHEREAS, both the City and CareerSource wish to enable CareerSource services to be provided in-person within the City; and

WHEREAS, both the City and CareerSource deem providing these services in the City expands the availability of economic and workforce development services to the public and in furtherance of the public health, safety, and welfare to enter into this Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties hereto do mutually agree as follows:

1. **Recitals**. The above recitals are true and correct and are incorporated as material terms into this Agreement as though fully set forth below.
2. **Effective Date**. This Agreement is effective on the date the last party executes it.
3. **City Responsibilities**. The City shall have the following responsibilities:
 - a) Providing space within the Swick House for the non-exclusive use of CareerSource for the duration of this agreement; and
 - b) Maintaining the facility and keeping the major building systems (e.g. HVAC) in good repair; and
 - c) Maintaining insurance on the facility for protecting City interests.
4. **CareerSource Responsibilities**. CareerSource shall have the following responsibilities:
 - a. Providing its services in the City at the Swick House; and

- b. Staffing the location at the Swick House for use of CareerSource at a level commensurate with the demand for those services, which may vary from time to time by mutual consent of the Parties.
5. **Notice.** Except as otherwise provided in this Agreement any notice of termination from either Party to the other Party must be in writing and sent via electronic mail (e-mail), or by certified mail, return receipt requested, or by hand delivery with receipt. For purposes of all notices, representatives of both Parties are:

CareerSource: Phyllis Marty
Chief Executive Officer
1112 North Main Street
Gainesville, FL 32601

City: Rodolfo Valladares
City Manager, City of Alachua
P.O. Box 9
Alachua, FL 32616

6. **Liability.** Each Party shall be solely responsible for the negligent or wrongful acts of its employees and agents. Nothing contained in this Agreement shall constitute a waiver by either Party of its sovereign immunity by any Party to which sovereign immunity may be applicable. Nothing in this Agreement shall be construed as consent to either Party being sued by a Third Party. Both Parties to this Agreement are state agencies or subdivisions as defined under §768.28 Florida Statutes, and agree to be responsible for acts and omissions of their agents or employees to the extent permitted by law without waiving insurance coverage for any such limited liability.
7. **Insurance.**
 - a) CareerSource shall purchase liability insurance. CareerSource hereby assumes responsibility for any and all liability, claims, or damages imposed up to the monetary limits provided in §768.28 Florida Statutes, arising out of or in connection with the negligent acts, omissions, or misconduct of CareerSource and its agents or employees relating to the responsibilities of CareerSource and the services to be provided by CareerSource under this Agreement.
 - b) The City hereby assumes responsibility for any and all liability, claims, or damages up to the monetary limits provided in §768.28 Florida Statutes, arising out of or in connection with the negligent acts, omissions, or misconduct of the City and its agents or employees relating to the responsibilities of the City and this Agreement through insurance maintained by the City.
 - c) Each Party agrees to provide the other with copies of the certificates of insurance or self-insurance for all coverages in effect throughout the term of this Agreement and will provide the other Party with thirty (30) days written notice of any cancellation or amendment to the insurance coverage.

8. **Employee Status.** Performance and functions by an employee of either Party pursuant to this Agreement shall not be deemed to make said Party's employee an employee of the other Party nor shall they have any claim to pension, Workers' Compensation, civil service, salary, or other employee rights or privileges granted by the other Party to its employees.
9. **Term and Termination.** This Agreement is effective on the date the last party executes it and shall remain in effect until July 30, 2026 or until terminated upon ninety (90) days written notice via electronic mail (e-mail) by one Party to the other. In the event of notice of termination, both Parties agree to establish a suitable transition plan facilitating an orderly wind down of CareerSource services provided at the Swick House.
10. **Laws and Regulations.** Both Parties shall comply with all federal, state, and local laws, ordinances, regulations, and building code requirements applicable to their respective responsibilities under this Agreement.
11. **Assignment of Interest.** Neither Party shall assign or transfer any interest in this Agreement without prior written consent of the other Party.
12. **Successors and Assigns.** CareerSource and the City each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.
13. **No Third Party Beneficiaries.** This Agreement does not create any relationship with, or any rights in favor of, any third party.
14. **Non-Waiver.** The failure of any Party to exercise any right in this Agreement shall not be considered a waiver of such right.
15. **Governing Law and Venue.** This Agreement is governed in accordance with the laws of the State of Florida and venue shall be in Circuit Court in Alachua County, Florida.
16. **Amendments.** The Parties may only amend this Agreement in writing signed by both Parties.
17. **Captions and Section Headings.** Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.
18. **Construction and Interpretation.** The language of this Agreement has been agreed to by both Parties to express their mutual intent and no rule of strict construction shall be applied against either Party. It is recognized that both Parties have contributed to the preparation of this Agreement.
19. **Recording of Agreement.** The City, upon execution of this Agreement by all Parties, shall record this Agreement in the public records of Alachua County, Florida.
20. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior written or oral agreements, understandings, or representations.

In Witness Whereof, the Parties hereto have caused this Agreement to be executed below.

ATTEST:

CAREERSOURCE NORTH CENTRAL FLORIDA

Jessica McCrae
Name Jessica McCrae
Title Community Resource
Coordinator

By: Phyllis Marty
Phyllis Marty, Chief Executive Officer

Date: September 17, 2025

ATTEST:

CITY OF ALACHUA

Rodolfo Valladares
Rodolfo Valladares
City Manager/City Clerk

By: Walter Welch
The Hon. Walter Welch, Mayor

Date: 10/1/2025