

**CONTRACT
BY AND BETWEEN
ALACHUA COUNTY AND THE ALACHUA/BRADFORD LOCAL WORKFORCE
DEVELOPMENT BOARD
FOR THE CREATION, FUNDING AND ADMINISTRATION OF AN IMPREST
ACCOUNT**

This contract ("Contract") is entered into by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, ("County") and the Alachua/Bradford Local Workforce Development Board, d/b/a CareerSource North Central Florida, a local workforce development board created and existing pursuant to applicable federal and Florida law, ("CSNCF"). The County and CSNCF each is sometime referred to herein as a "Party" and together are sometime referred to herein as the "Parties".

RECITALS

WHEREAS, CSNCF is the recipient of grant funding directly from the federal government and also as a sub-grantee of federal funding that passes through the Florida Department of Economic Opportunity ("DEO") and approved in the form of a budget by the CareerSource Florida Board of Directors; and

WHEREAS, by letter dated September 27, 2019, DEO informed CSNCF that effective immediately it is restricting CSNCF's access to federal sub-grantee funds that previously passed through DEO to CSNCF on a drawdown basis, and placed CSNCF on a cost reimbursement basis; and

WHEREAS, CSNCF does not have sufficient operating capital to operate on a cost reimbursement basis; thus effectively eliminating all pass-through funding rendering CSNCF unable to pay the invoices it has received and will receive from a majority of its vendors and sub-recipients; and

WHEREAS, as a result, several entities under direct contracts with CSNCF have indicated that they intend to discontinue services, including those entities providing direct services to job seekers and local businesses; and

WHEREAS, in an effort to avoid such service interruptions, the County and CSNCF have been working closely with representatives from DEO and Bradford County to develop this temporary solution to resolve the lack of sufficient CSNCF operating capital while CSNCF and DEO continue to work towards resolving the underlying issues that resulted in CSNCF being placed on a cost reimbursement basis.

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

1. **Recitals.** The Recitals stated above are true and correct, and are hereby incorporated into this Contract.
2. **Term.** This Contract is effective upon execution by both Parties, and shall remain effective until terminated as provided for in this Contract.
3. **Duties of the Parties.** CSNCF and the County shall have and perform the following duties, obligations and responsibilities as set forth below:
 - a. CSNCF shall open and maintain new bank account at Ameris Bank that shall be used exclusively for the purposes of, and in strict compliance with, this Contract (the "Imprest Account"). Any interest earnings that may accrue on cash balances in the Imprest Account will be payable to Alachua County. All checks or other disbursements issued from the Imprest Account shall require two signatures (with the exception of electronic transfer of funds to and from the CSNCF primary bank account described in Section (3)(g) below). One signature shall be from an authorized member of the CSNCF Board of Directors and the second signature shall be from one of the following: (i) an authorized representative of CSNCF's accounting staff, specifically a partner from James Moore & Co., P.L. ("JMCO"), which is a subcontractor provided under the CSNCF current Administrative Entity contract with a third party, (ii) an authorized representative of another accounting firm or other organization under written contract with CSNCF to provide accounting services and authorized by CSNCF's Board of Directors to sign checks from the Imprest Account, or (iii) the Alachua County Clerk of Court or his designee. The sole and exclusive purpose of the Imprest Account is for CSNCF to disburse funds from the Imprest Account to pay invoices that have been pre-approved by DEO and authorized for payment by the County, all in strict compliance with this Contract.
 - b. CSNCF shall provide the County with all information and authorizations necessary or convenient for the County to deposit funds into the Imprest Account.
 - c. CSNCF shall provide DEO with all information and authorizations necessary or convenient for DEO or any other appropriate state agency to facilitate connectivity to its Subrecipient Enterprise Resource Application (S.E.R.A.), as currently are in place to the original CSNCF primary Ameris bank account, for the purpose of requesting cash draw direct deposits for cost reimbursement payments only into the Imprest Account.
 - d. CSNCF shall review for sufficiency all invoices from entities with direct contracts with CSNCF or other normal expenses (e.g., electricity, postage, etc.) and shall submit prescreened complete and correct invoices to DEO for pre-approval. CSNCF shall coordinate with DEO to obtain said pre-approval.

- e. For each invoice that is pre-approved in whole or in part by DEO, CSNCF shall provide the County with a: (i) complete copy of the invoice, (ii) written confirmation from DEO that DEO has pre-approved the payment of the invoice, and (iii) a written statement certified by CSNCF's accounting staff stating the amount of the DEO pre-approved invoice that is subject to reimbursement by DEO from pass-through grant funds (the "Imprest Account Deposit Amount") and the amount of the invoice that is payable from grant funding received directly by CSNCF from the federal government or other separate funding sources.
- f. Within 14 calendar days of the County's receipt of the documents and certification set forth in paragraph 3.e., the County shall either: (i) deposit funds into the Imprest Account in an amount equal to the Imprest Account Deposit Amount, or (ii) if funds sufficient to pay the Imprest Account Deposit Amount are available in the Imprest Account from reimbursements previously received from DEO, the County shall authorize, in accordance with Section 3(h), use of those funds to pay the Imprest Account Deposit Amount. Reimbursements received from DEO shall always be used first to pay the Imprest account Deposit Amount before the County shall be asked to deposit funds into the Imprest Account. The total amount that the County may fund at any time during the Term of this Contract shall not exceed the outstanding amount of \$750,000.00.
- g. CSNCF shall then pay the DEO pre-approved invoice as follows: CSNCF may transfer funds approved by the County, as described in Section 3(h) below, from the Imprest Account to their primary Ameris bank account via internal bank account transfer so that the funds can be combined with other separate direct funding sources in order to issue one check to vendors and sub-recipients for the full payment amount of DEO pre-approved invoices. All vendor and sub-recipient invoices that are payable solely (100%) from DEO pass-through grant funds shall be paid directly from the Imprest Account.
- h. No funds shall be disbursed from the Imprest Account without the express written authorization of the Alachua County Clerk of Court or his designee.
- i. It is the understanding of both Parties that DEO will be reimburse CSNCF weekly for each DEO pre-approved invoice payment after CSNCF submits evidence of cancelled checks to DEO for each paid pre-approved invoice. Reimbursement will be made by DEO by providing funds to be drawn down by CSNCF finance staff from DEO's S.E.R.A system directly back into the Imprest Account (as described in 4(c) above). Funds will not be reimbursed until DEO makes the funds available to draw down.

- j. No funds shall be deposited into the Imprest Account except for: (i) funds deposited by the County pursuant to this Contract; ii) interest earnings that accrue on cash balances in the account; iii) vendor refunds or void/stale dated checks written from the Imprest Account and (iv) reimbursement payments deposited directly into the Imprest Account by DEO as provided for in this Contract.
 - k. Immediately upon receipt of notice from the County, CSNCF shall cease making any and all disbursements from the Imprest Account.
 - l. Immediately upon receipt of a written request from the County Manager or the Alachua County Clerk of Court, CSNCF shall immediately disburse to the County all funds held in the Imprest Account, less any amounts for which checks have already been issued.
4. **Records.** CSNCF shall, within 5 calendar days, provide the County with any and all financial records that the County may, in its sole discretion, determine are necessary or convenient for it, or its designee, to reconcile or audit the Imprest Account or that may be requested by the County's auditors. CSNCF financial staff will draft new financial procedures for CSNCF Board and Alachua County Clerk approval, required for CSNCF financial monitoring purposes when processes change. These will include but not be limited to modified payables processes (as described in Section 3 above), expanded banking account access and/or reconciliation by the County.
5. **Termination.**
- a. The failure of CSNCF to comply with any provision of this Contract will place CSNCF in default. Prior to terminating the Contract, the County will give CSNCF notice in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give CSNCF 24 hours to cure the default. 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 Manager is authorized to provide final termination notice on behalf of the County to CSNCF.
 - b. Either Party may also terminate the Contract without cause by providing written notice to the other Party. The County Manager is authorized to provide written notice of termination on behalf of the County. The CSNCF Board Chair is authorized to provide written notice to the County. Upon such notice from either Party, CSNCF will immediately discontinue disbursing funds from the Imprest Account to any person or entity except the County, and shall deliver to the County all records related to the Imprest Account. In the event of such termination for convenience, CSNCF shall not be entitled to any damages or recovery against County, including, but not limited to, damages, consequential or special damages.
 - c. If funds to finance the Imprest Account become unavailable, the County may terminate the Agreement immediately upon notice in writing to CSNCF. The

County will be the final authority as to the availability of funds.

- d. If and when DEO notifies CSNCF and/or the County that the required cost reimbursement processes are no longer required, the Imprest Account will cease to be used and funds will revert to being drawn down from DEO to the CSNCF primary bank account. Once access to the state pass through funds from DEO no longer require cost reimbursement processes and the final DEO reimbursement is received into the Imprest Account and Alachua County is fully reimbursed for the all funds disbursed under this agreement, this Contract may be terminated for convenience by either party under Section 5(b) above.

6. **Notice.** Except as otherwise provided in this Contract, any notice of termination or default from either Party to the other Party must be in writing and sent one of the following methods: (i) email with reply received from sender, (ii) by certified mail, return receipt requested, or (iii) by personal delivery with a signed proof of delivery. Notices by email shall be deemed delivered when sent; notice by mail shall be deemed delivered two business days after mailing; and notice by personal delivery shall be deemed to occur upon delivery to the other Party. Either Party may change the address to which notices are required to be sent by giving notice of such change in the manner herein prescribed to the other Party. For purposes of notice, the County's representative and CSNCF's representative are as follows:

County:

Alachua County
Attention: Office of Management and Budget
12 SE 1st Street
Gainesville, Florida 32601
tcrosby@alachuacounty.us

and

J.K. "Jess" Irby, Esq.
Clerk of the Court
201 East University Avenue
Gainesville, Florida 32601
nth@alachuaclerk.org

CSNCF:

Jeffrey Tate, Board Chair
CareerSource North Central Florida
10 NW 6th Street
Gainesville, Florida 32601
Email: jeff@cyclodex.com

and

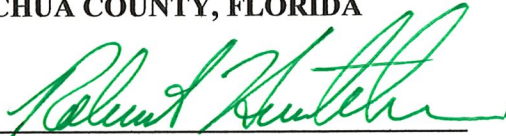
Phil C. Beverly, Jr., Board Counsel
408 W. University Avenue
Suite 500
Gainesville, Florida 32601
Email: pcbjr@pcbjr.net

7. **Third Party Beneficiaries.** This Contract does not create any relationship with, or any rights in favor of, any third party.
8. **Non-Waiver.** The failure of any Party to exercise any right in this Contract shall not be considered a waiver of such right.
9. **Governing Law and Venue.** This Contract shall be governed and construed in accordance with the laws of the State of Florida. Sole and exclusive venue for any action arising under this Contract shall be in Alachua County, Florida.
10. **Severability.** If any provision of this Contract is declared void by a court of law, all other provisions will remain in full force and effect.
11. **Assignment of Interest.** Neither Party will assign or transfer any interest in this Contract without prior written consent of the other Party.
12. **Construction.** This Contract shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by one of the Parties. It is recognized that both Parties have substantially contributed to the preparation of this Contract.
13. **Amendments.** The Parties may amend this Contract only by mutual written agreement that is duly executed by both Parties.

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IN WITNESS WHEREOF representative of the County and CSNCF respectively set their hands on the dates below and submit that they have the legal authority to bind their respective organizations to this Contract.

ALACHUA COUNTY, FLORIDA

By: 
Robert Hutchinson, Chair
Board of County Commissioners

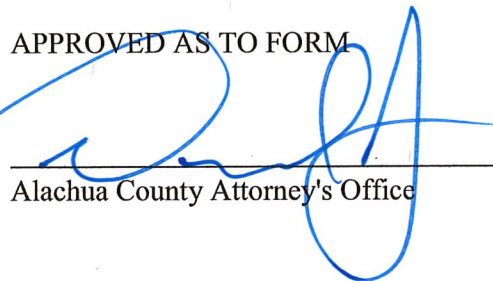
Date: 12-10-2019

ATTEST:


J.K. "Jess" Irby, Esq., Clerk

(SEAL)

APPROVED AS TO FORM


Alachua County Attorney's Office

**ALACHUA/BRADFORD LOCAL
WORKFORCE DEVELOPMENT BOARD
d/b/a CAREERSOURCE NORTH CENTRAL
FLORIDA**

By: 
Dr. Jeffrey Tate, Board Chair

Date: 10 DEC '19