

**SECOND AMENDMENT  
TO THE INTERLOCAL AGREEMENT  
BETWEEN ALACHUA COUNTY AND BRADFORD COUNTY  
REGARDING THE  
ALACHUA/BRADFORD LOCAL WORKFORCE DEVELOPMENT BOARD D.B.A.  
CAREERSOURCE NORTH CENTRAL FLORIDA**

**THIS SECOND AMENDMENT** ("Second Amendment") to the Interlocal Agreement between Alachua County and Bradford County regarding the Alachua/Bradford Local Workforce Development Board d.b.a. CareerSource North Central Florida (the "Agreement"), is made and entered into pursuant to the authority of the Florida Interlocal Cooperation Act of 1969, Section 163.10, Florida Statutes (the "Act").

**WHEREAS**, the United States has enacted the Workforce Innovation and Opportunity Act, Pub. L. No. 113-128 ("US-WIOA") and the State of Florida has subsequently enacted conforming provisions to Chapter 445, the Workforce Innovation Act of 2000 ("FL-WIOA"). Hereinafter, the US-WIOA and the FL-WIOA are collectively referred to as the "WIOA"; and

**WHEREAS**, the goals of the WIOA are to increase the employment, retention, and earnings of participants, and increase occupational skill attainment by participants, and, as a result, improve the quality of the workforce, reduce welfare dependency, and enhance the productivity and competitiveness of the United States and Florida; and

**WHEREAS**, as required by the WIOA, the Governor of the State of Florida designates local areas to promote the effective delivery of services; and

**WHEREAS**, the Governor has designated Alachua County and Bradford County as a local area for the purposes of the WIOA; and

**WHEREAS**, on November 9, 2016, Alachua County and Bradford County entered into the *Interlocal Agreement between Alachua County and Bradford County Regarding the Alachua/Bradford Local Workforce Development Board D.B.A. CareerSource North Central Florida* (the "Interlocal Agreement") for the purpose of establishing the Local Workforce Development Board doing business as *CareerSource North Central Florida*; and

**WHEREAS**, on November 7, 2019, Alachua County and Bradford County entered into the *First Amendment to the Interlocal Agreement between Alachua County and Bradford County Regarding the Alachua/Bradford Local Workforce Development Board D.B.A. CareerSource North Central Florida* (the "First Amendment") for the purpose of extending the Term of the Interlocal Agreement; and

**WHEREAS**, by letter dated November 21, 2019, CareerSource North Central Florida's Administrative Entity, Focused Management Solutions ("FMS"), declared its intent to possibly terminate its two contracts, effective December 6, 2019. Said intent to terminate was confirmed by FMS's representative, Brian Howells, during the CareerSource North Central Florida's Board of Directors meeting held on December 2, 2019; and

**WHEREAS**, said termination by FMS would likely result in an interruption of services to the job seekers and local businesses served by CareerSource North Central Florida; and

**WHEREAS**, Alachua County and Bradford County find that such service interruption constitutes a limited emergency that requires immediate emergency action in order to prevent.

**NOW THEREFORE**, the parties hereby amend the Interlocal Agreement as follows:

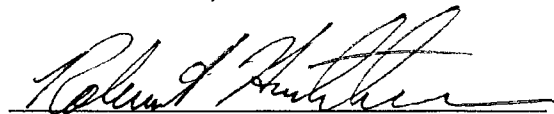
1. The above Recitals are true and correct and are incorporated into this Second Amendment.
2. The Term of the Interlocal Agreement is extended for a period of 180 days from the Effective Date of this Second Amendment.
3. Alachua County is given emergency authority to procure interim Administrative Entity services, including Fiscal Agent services, on behalf of CareerSource North Central Florida, for a period not to exceed 180 days from the Effective Date of this Second Amendment.
4. All other terms and conditions of the Interlocal Agreement that do not conflict with or which are not superceded by the terms and conditions of this Second Amendment remain in full force and effect.
5. Each Party fully retains all sovereign immunity protections afforded to it as a charter county and a political subdivision of the State of Florida. This Second Amendment and the Interlocal Agreement shall not be interpreted or deemed to constitute a waiver of sovereign immunity or authorization for claims by third parties. All claims against either party that are permissible pursuant to the partial waiver of sovereign immunity set forth in §768.28, Florida Statutes, must strictly comply with the procedures found in §768.28, Florida Statutes.
6. The effective date of this Second Amendment shall be the date of the last signatory to it and upon the filing of it with the Clerk of the Circuit Court of both

Alachua County, Florida, and Bradford County, Florida, as required by Section 163.01 (11), Florida Statutes ("Effective Date").

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Alachua County, through its Board of County Commissioners, authorized the Commission Chair and the Clerk to execute this Agreement by action taken at a County Commission meeting held on December 3, 2019, and Bradford County, through its Board of County Commissioners, authorized the Commission Chair and the Clerk to execute this Agreement by action taken at a County Commission meeting held on December 19th, 2019.

**ALACHUA COUNTY, FLORIDA**

By:



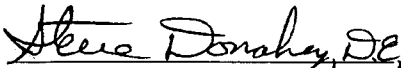
Robert Hutchinson, Chair  
Board of County Commissioners

Date:

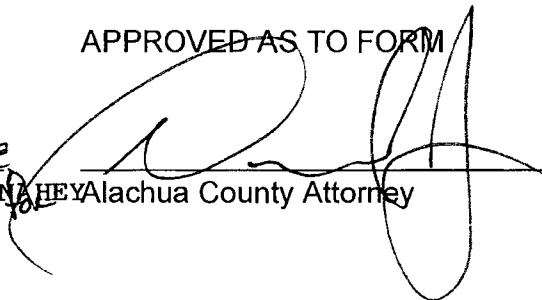
12-3-19

ATTEST:


APPROVED AS TO FORM



Deputy Clerk Steve DONAHAY  
(SEAL)



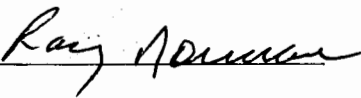
**BRADFORD COUNTY, FLORIDA**

By:   
Joseph C. Daugherty, Chair

Date:

Dec. 19, 2019

ATTEST:



Bradford County Clerk  
(SEAL)

APPROVED AS TO FORM

  
Will Sexton, Bradford County Attorney