

AGREEMENT FOR PROFESSIONAL LEGAL SERVICES BETWEEN
THE DUAL COUNTY WORKFORCE DEVELOPMENT COUNCIL
AND LOCAL WORKFORCE DEVELOPMENT BOARD 9
AND
ROCHELLE J. DANIELS. ESQ.

THIS AGREEMENT entered into this 15th day of September, 2020, by and between the **Dual County Workforce Development Council** (hereinafter, the "Council"), created by that certain *Amended and Restated Interlocal Agreement Between the Alachua County Board of County Commissioners and the Bradford County Board of County Commissioners Regarding Local Workforce Development Area 9* dated recorded in the Official Records of Alachua County Book 4771 Page 1427 (hereinafter, the "Interlocal Agreement") and **Local Workforce Development Board 9** (hereinafter, "LWDB 9"), and **Rochelle J. Daniels, Esq.**, an individual licensed to practice law in the State of Florida, (hereinafter, the "Attorney"). Individually, the Council, LWDB 9 and the ATTORNEY may be referred to herein as a "Party"; the Council and LWDB 9 may be referred to herein as the "Governing Boards"; and all three Parties may be collectively referred to herein as the "Parties".

WITNESSETH:

WHEREAS, the Interlocal Agreement provides for the procurement of a chief legal counselor that will report directly to the Council and provide legal services to LWDB 9 and CareerSource North Central Florida ("CSNCFL"), the administrative entity created by Section 8 of the Interlocal Agreement; and

WHEREAS, the a Request for Quotations for professional legal services was published around June 3, 2020, with responses due by July 7, 2020; and

WHEREAS, three responses were received and were reviewed by a review committee consisting of an Alachua County Senior Assistant County Attorney and the Attorney representing the Citrus, Marion, Levy Workforce Development Board ("Review Committee"); and

WHEREAS, the Review Committee recommended that the that the Council and LWDB 9 select the Attorney as the top ranked applicant and negotiate a contract with the Attorney; and

WHEREAS, at its meeting on August 25, 2020, the Council approved the Review Committee's recommendation; and

WHEREAS, at its meeting on August 27, 2020, LWDB 9 approved the Review Committee's recommendation.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Council, LWDB 9 and the ATTORNEY do mutually agree as follows:

1. **TERM.** This Agreement shall commence on the date this Agreement is fully executed by all Parties, and shall end on June 30, 2021, unless terminated earlier pursuant to Paragraph 7 ("Initial Term"). The Governing Boards have the option of renewing the term of this Agreement for 3 additional, 1 year periods at the same terms and conditions outlined herein, for the following periods of time:.

- i. Program Year July 1, 2021 – June 30 2022
- ii. Program Year July 1, 2022 – June 30, 2023
- iii. Program Year July 1, 2023 – June 30 2024.

The Governing Board's performance and obligation to pay under this Agreement is contingent upon the allocation of funds from the Florida Department of Economic Opportunity ("DEO") and upon a specific annual appropriation by the Governing Boards. Attorney understands and agrees that this is not a commitment of future allocations or appropriations. Therefore, the continuation of this Agreement beyond the end of any Program Year shall be subject to the following conditions: (1) the allocation of sufficient funds from DEO to the Governing Boards; (2) the appropriation of funds by the Governing Boards; and (3) the availability of funds during any Program year in which funds have been appropriated by the Governing Boards. The failure of any of these three conditions to occur for any reason whatsoever shall not constitute a breach or default of this

Agreement by any party. In the event that sufficient funds to fund this Agreement are reduced or become unavailable, the Council may terminate this Agreement upon no less than twenty-four hours' notice to the Attorney, and upon said termination Attorney shall only be entitled to payment for services performed and expenses incurred prior to the date of termination. The Parties agree that the Council shall be the final authority as to the availability of funds and how available funds will be allocated.

2. **SCOPE OF SERVICE.** The Attorney shall provide the following services:

- a. Assist the Governing Boards in evaluating, responding and resolving the 2017-18, 2018-19, and 2019-20 Financial Compliance Monitoring Report dated December 20, 2019 issued by the Florida Department of Economic Opportunity (the "DEO Monitoring Report"), and any related monitoring reports issued by US DOL [This scope expressly excludes any costs that are not allowable pursuant to 2 CFR 200.435; however, Attorney agrees to provide such services upon request of the Council at the same rates, terms and conditions set forth in this Agreement, at which time the Parties shall formally amend this Agreement to expressly include such services prior to Attorney providing said services]; (ii) to provide advice and counsel to the Council, LWDB 9 and CSNCFL as it relates to governance requirements applicable to the Council and to LWDB 9; (iii) to provide advice and counsel to the Council, LWDB 9 and CSNCFL with respect to implementation of the federal and state grants awarded; (iv) to assist the Parties to comply with all applicable federal and State of Florida statutes and regulations; (v) to provide ongoing assistance with issues which may arise in connection with the Parties' organizational structure, board by-laws, interlocal agreement and the Memorandum of Understanding between the Council and LWDB 9; (vi) to assist in development of the 4 year Strategic Services Plan, and required policies and procedures; (vii) to assist in the procurement process including the development of specification and drafting of Requests for Quotations, Requests for Proposals and Requests for Bids, negotiation and drafting of agreements

related to the procurements and review and comment of vendor agreements entered into for the purposes of day to day operations of CSNCF; (viii) to advise regarding Council and LWDB 9 Meeting Agendas and to attend (via zoom or virtually) meetings of the Council and LWDB 9; and (iii) other such other services as requested by the PARTIES. The Attorney agrees to perform, in a professional manner, all legal services necessary and proper for the protection of the Parties' interests and to the extent reasonably required by the Parties. The Attorney shall not sublet, assign or transfer any work under this Agreement without prior approval of the Council and LWDB 9.

- b. Additional tasks, if any, shall be made in the form of a request by the Council made during a public meeting and recorded in the minutes of the applicable meeting, or via oral request followed by a written request by the CSNCF Executive Director, which can be via E-mail acknowledged by Attorney.
- c. The Attorney shall report directly to the Council. Regardless of any Task Authorizations issued to the Attorney, the fees and expenses to be paid to the Attorney shall not exceed the NOT TO EXCEED AMOUNT set forth in Paragraph 4.a.

3. **KEY INDIVIDUAL**. The Parties agree that the following individual is a key Individuals under this Agreement: Rochelle J. Daniels, Esq. The Attorney acknowledges that the Governing Boards have approved entry into this Agreement based on Attorney's representations that the Key Individual is currently employed by Attorney and shall personally perform the services to be performed by Attorney under this Agreement. To the extent that the Key Individual requires the assistance of other individuals employed or retained by the Attorney, the Attorney represents and warrants that said individuals are skilled, experienced, appropriately licensed or certified, and competent in their respective trades or professions to provide said assistance, and shall perform said assistance under the direct supervision and control of said Key Individuals.

4. **PAYMENT OF FEES AND EXPENSES.** Compensation for services rendered and expenses incurred by Attorney pursuant to this Agreement are as follows:

- a. The Attorney's fees and expenses under this Agreement that SHALL NOT EXCEED \$60,000.00 (the "NOT TO EXCEED AMOUNT") for the Initial Term of this Agreement. The Parties shall agree upon the NOT TO EXCEED AMOUNT for each renewal term. The Attorney shall notify the CEO when the Attorney has incurred fees and expenses that total 80% of the NOT TO EXCEED AMOUNT, but shall not continue to provide services or incur expenses that cumulatively exceed the NOT TO EXCEED AMOUNT.
- b. Attorney shall be paid according to the following Fee Schedule:
 - i. Rochelle J. Daniels: \$300.00 per hour for services performed that do not require travel outside of Broward County, Florida;
 - ii. \$5,500 per day for services performed that require travel outside of Broward County, Florida (the "Daily Travel Rate"). The Daily Travel Rate includes all of Attorney's costs for travel, including but not limited to airfare, car rental, vehicle mileage, toll expenses, food, and lodging; so Attorney shall not be reimbursed for any travel related expenses except by payment of the Daily Travel Rate.
 - iii. Other Attorneys: \$300.00 per hour regardless of location.
 - iv. Attorney's actual costs for copying, postage and Fed Ex mailing.
 - v. All other expenses must be pre-approved by the CEO.
 - vi. The Attorney shall not invoice for Attorney or non-Attorney time preparing, discussing or collecting invoices.
- c. Attorney shall invoice CSNCFL on a monthly basis and each invoice shall be itemized to include: (i) the name of the person providing the service, the date on which the service was provided, a brief description of the services provided on that date, and the person's billing rate; (ii) the total fees invoiced during the invoice period; (iii) an itemization of all expenses

invoiced during the invoice period, together with supporting documentation of each expense; (iv) the total expenses invoiced during the invoice period; (v) the total amount invoiced (*i.e.*, fees and expenses combined) for the invoice period; and (vi) the cumulative total invoiced to date; and (vii) the total NOT TO EXCEED AMOUNT remaining after payment of the all outstanding invoices.

- d. The Attorney, within 30 days of the end of the Program Year, shall submit a final invoice to CSNCFL for the preceding twelve month period comprising the Program Year.
- e. CSNCF shall process and pay all invoices in accordance with the provisions of Chapter 218, Part VII, Florida Statutes ("Local Government Prompt Payment Act") and shall remit all payments to:

Rochelle J. Daniels
E 5301 N. 36th Court
Hollywood, FL 33021

5. **EXPERTS.**

The Attorney will seek and obtain the Governing Boards with respect to the engagement of any or all experts needed with respect to the resolution of the DEO Report referred to in paragraph 2(i) above.

6. **ATTORNEY'S ADDITIONAL REPRESENTATIONS, DUTIES AND RESPONSIBILITIES.**

- a. The Attorney shall adhere to all federal, state and local laws, administrative orders and rules, including Rules regulating the Florida Bar, regarding the performance of the services to be provided hereunder.
- b. During the performance of this Agreement, the Attorney herein assures the PARTIES that the Attorney is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Human Rights Act of 1992 in

that the Attorney does not, on the grounds of race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against the Attorney's employees or applicants for employment. The Attorney understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance. Other applicable federal, state and local laws, executive orders and regulations prohibiting the type of discrimination as hereinabove delineated are included by this reference thereto.

- c. The Attorney shall be bound by and shall follow the Florida Bar Rules of Professional Responsibility when addressing issues of confidentiality, conflict of interest and the attorney-client relationship with the PARTIES.
- d. The Attorney shall not represent or advise a client in any matter adverse to the CSNFL and its Governing Boards unless the conflict is waived by the Governing Boards.
- e. The Attorney is an independent contractor and the Attorney and its personnel and subcontractors shall not be considered employees of the PARTIES for any purpose.

7. TERMINATION.

a. TERMINATION FOR CAUSE.

- i. Attorney shall be in material default of this Agreement, and Council may terminate this Agreement upon 10 calendar days notice to Attorney, in the event the Council determines, after consultation with the Attorney, the occurrence of any of the following: (i) failure to timely perform the services required hereunder; (ii) non-performance or failure to provide adequate serviced under this Agreement; (iii) bankruptcy, insolvency or a general assignment for the benefit of creditors by Attorney or by any of Attorney's principals, partners, officers or directors; (iv) failure to obey any law; (v)

one or more Key Individuals ceases to be employed by Attorney or otherwise ceases to provide services pursuant to this Agreement; or (vi) any other material breach by Attorney. In the event that the Council terminates this Agreement, the Governing Boards may retain other attorneys or law firms to provide any and all such services, or any services the Governing Boards shall deem necessary and the Attorney agrees to cooperate with such other attorneys or law firms as may be necessary to represent the interests of the Governing Boards and effectuate the intent of this Agreement.

ii. Attorney may terminate this Agreement, after consultation with the Chairs of the Governing Boards, upon 10 calendar days advanced written notice to the Council and LWDB 9 in the event that:

- Attorney does not receive payment of any monthly bills in accordance with Paragraph 4.; or
- The Governing Boards otherwise materially breaches this Agreement.

b. **TERMINATION FOR CONVENIENCE.** The Council may terminate the Agreement without cause by providing written notice to the other parties (hereinafter, "Termination for Convenience"). The Chair of the Council is authorized to provide written notice of Termination for Convenience on behalf of the Council. Upon such notice, Attorney will immediately discontinue all services affected (unless the notice directs otherwise) and deliver to CSNCFL all public records and such other records, information and materials as may have been accumulated by the Attorney in performing this Agreement, whether completed or in process. In the event of such Termination for Convenience, Attorney's shall be entitled to bill CSNCFL for services provided and allowable expenses incurred through the date of termination. Attorney shall not be entitled to any other or further recovery against the PARTIES.

8. **PROJECT RECORDS.**

a. **General Provisions:**

- i. Any document submitted to the PARTIES may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per §119.011(12), Fla. Stat. Any document is subject to inspection and copying unless exempt under Chapter 119, Fla. Stat., or as otherwise provided by law.
- ii. In accordance with §119.0701, Fla. Stat., the Attorney, when acting on behalf of Governing Boards, as provided under §119.011(2), Fla. Stat., shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. Upon request from the CSNCFL's custodian of public records, provide the CSNCFL with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted under Chapter 119, Fla. Stat., or as otherwise provided by law. Additionally, the Attorney shall provide the public records at a cost that does not exceed the cost provided in this chapter, or as otherwise provided by law.

b. **Task Completion:**

- i. Upon expiration of, or in the event this Agreement is terminated, the Attorney, when acting on behalf of the Governing Boards as provided under §119.011(2), Fla. Stat., shall transfer, at no cost, to the CSNCFL all public records in possession of the ATTORNEY or

keep and maintain public records required by the CCNCFL to perform the service. Records may be transferred digitally. If the Attorney transfers all public records to CSNCFL upon completion or termination of the agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the ATTORNEY keeps and maintains public records upon the completion or termination of this Agreement, all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the CSNCFL, upon request from the CSNCFL's custodian of public records, in a format that is compatible with the information technology systems of the CSNCFL.

- c. **Compliance.** If the Attorney fails to provide the public records to CSNCFL within a reasonable time, it may be subject to penalties under Sec. 119.10, Florida Statutes.

IF THE ATTORNEY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ATTORNEY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, ATTORNEY MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (352) 681-6626, DNAIR@CAREERSOURCENCFL.COM, AND 1112 N. Main Street GAINESVILLE, FLORIDA 32601.

9. **NOTICE.** Notice pursuant to this Agreement shall be given in writing by: (a) email, which shall be deemed delivered once sent to the email address listed below; or (b) U.S. Mail, which shall be deemed delivered upon deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows:

ATTORNEY: Rochelle Daniels, Esq.
5302 N 36th Court, Hollywood, FL 33021
danielsrj@aol.com

GOVERNING BOARDS: Chair of the Council
c/o Executive Director CSNCFL
1112 N. Main Street, Gainesville, FL 32601
dnair@careersourcencfl.com

10. **SOVEREIGN IMMUNITY.** Nothing contained herein shall constitute a waiver by CSNCF of sovereign immunity or the provisions or limitation of liability of §768.28, Florida Statute
- .
11. **THIRD PARTY BENEFICIARIES.** This Agreement does not create any relationship with, or any rights in favor of, any third party.
12. **SEVERABILITY.** If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.
13. **NON WAIVER.** 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.** This Agreement is governed in accordance with the laws of the State of Florida. Sole and exclusive venue for all actions arising under this Agreement shall be in Alachua County, Florida.
15. **AMENDMENTS.** No amendment or modification of this Agreement shall be valid or effective unless in writing and executed by the Governing Boards and the Attorney with the same formality as this Agreement.
16. **COUNTERPARTS.** This Agreement may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via fax or email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Agreement shall constitute

valid and sufficient delivery in order to complete execution and delivery of this Agreement and bind the Parties to the terms hereof. 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.

17. **CONSTRUCTION.** This Agreement 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 acknowledged and agreed that both Parties have substantially contributed to the preparation of this Agreement.

18. **ENTIRE CONTRACT.** The text herein shall constitute the entire Agreement between the Parties and supersedes all prior discussions, agreements, commitments or understandings of every kind and nature, whether oral or written, between the Parties.

[THIS SPACE WAS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Council approved this Agreement at its duly noticed public meeting of **September 15, 2020**, and the Chief Executive Officer of CareerSource North Central Florida, as an authorized signature of the Council, hereby executes this Agreement on behalf of the Council.

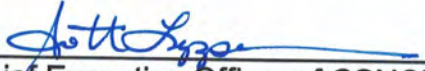
**DUAL COUNTY WORKFORCE DEVELOPMENT
COUNCIL**

By: 
Chief Executive Officer of CSNCFL

Date: 9/15/2020

IN WITNESS WHEREOF, LWDB 9 approved this Agreement at its duly noticed public meeting of **September 14, 2020**, and the Chief Executive Officer of CareerSource North Central Florida, as an authorized signature of Local Workforce Development Board 9, hereby executes this Agreement on behalf of the Local Workforce Development Board 9.

**LOCAL WORKFORCE DEVELOPMENT BOARD
9**

By: 
Chief Executive Officer of CSNCFL

Date: 9/15/2020

IN WITNESS WHEREOF, Attorney, Rochelle J. Daniels approves, and hereby executes this Agreement.

WITNESS TO ATTORNEY:

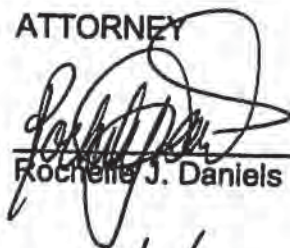
Dhanya Nair
2020.10.06 12:47:34 -04'00'

Dhanya Nair

Print Name

Date: October 6, 2020

ATTORNEY



Rochelle J. Daniels

Date: 9/22/20

IF THE ATTORNEY IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION.