

**AGREEMENT FOR PROFESSIONAL LEGAL SERVICES
BETWEEN**

CAREERSOURCE NORTH CENTRAL FLORIDA,

THE ADMINISTRATIVE ENTITY FOR

THE DUAL COUNTY WORKFORCE DEVELOPMENT COUNCIL

**AND THE NORTH CENTRAL FLORIDA WORKFORCE
DEVELOPMENT BOARD**

AND

ROCHELLE J. DANIELS, ESQ.

THIS AGREEMENT entered into when executed by both parties this 1st day of July, 2024 by and between **CareerSource North Central Florida, (hereinafter “CSNCFL”)** the administrative Entity created under the Florida Statutes §163.01 for The Dual County Workforce Development Council, (hereinafter the “DCWDC”) and the North Central Florida Workforce Development Board, (hereinafter “NCFWDB”), serving as the Council of Elected Officials and the local workforce development board for new Workforce Development Region 26, and **Rochelle J. Daniels, Esq.**, an individual licensed to practice law in the State of Florida, (hereinafter referred to as “ATTORNEY”). Individually, CSNCFL and the ATTORNEY may be referred to herein as a “Party” and collectively may be referred to herein as the “Parties”.

RECITALS

WHEREAS, the DCWDC and the NCFWDB determined that there was a need for legal services to provide advice and counsel to the CSNCFL governing boards, to CSNCFL their administrative entity and to the local workforce area governing boards serving new Workforce Development Region 26; and

WHEREAS, the Request for Quotations for professional legal services was published around February 16, 2024 requiring responses by March 15, 2024; and

WHEREAS, only one response was received which was from Attorney Rochelle Daniels, who had been selected previously based on a competitive request for proposals which had 3 responders; and

WHEREAS, Ms. Daniels is known as a workforce expert both in the State of Florida and nationally; and

WHEREAS, CSNCFL and its governing boards continue to be satisfied with the legal services provided by Ms. Daniels and at their respective meetings held on April 10, 2024, entry into a contract with Ms. Daniels for legal services for the upcoming program year which contract can be renewed as provided for herein was approved;

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

1. **TERM.** This Agreement shall commence on the date this Agreement is fully executed by both Parties, and shall end at the conclusion of all services, unless terminated earlier pursuant to Paragraph 7.

2. **SCOPE OF SERVICE.** CSNCFL hereby engages the ATTORNEY (i) to assist the CSNCFL and its governing boards in evaluating, responding and resolving Program and Financial Compliance Monitoring and/or Audit findings and observations as needed (ii) to provide advice and counsel to the DCWDC, the NCFWDB and CSNCFL as it relates to governance requirements applicable to the DCWDC and to

the NCFWDB including the transition from Regions 7 and 9 to new Region 26 ; (iii) to provide advice and counsel to the DCWDC, the NCFWDB 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 DCWDC and NCFWDB including as it evolves to include the former Workforce Development Region 7 counties which are now included in Workforce Development Region 26; (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 CSNCFL; (viii) to advise regarding Region 26 governing board Meeting Agendas overseen by DCWDC and NCFWDB at the time of entry into this Contract and to attend (via zoom or virtually) meetings of the DCWDC and the NCFWDB and the governing boards as they transition into Region 26; and similar tasks; and (iii) other such other services as requested by the PARTIES. The ATTORNEY accepts such appointment and 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 DCWDC and the NCFWDB or the Region 26

governing boards when seated.

a. Additional tasks, if any, shall be made in the form of a request by the CSNCFL governing boards 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 CSNCFL Executive Director or Chief Operations Officer, which can be via E-mail acknowledged by ATTORNEY.

b. The ATTORNEY shall work in coordination with the County Attorneys of the Region 26 member counties when appropriate.

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 PARTIES 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 shall be paid a fee for services rendered pursuant

this Agreement not to exceed \$75,000 according to the following Fee Schedule:

- i. Rochelle J. Daniels: \$300.00 per hour for services performed off- site (*i.e.*, outside of Alachua County) and
- ii. \$5,500 per day for services performed on-site (*i.e.*, within the Region 26 counties or outside her county of residence), which is an all-inclusive daily rate covering travel, food, lodging if needed and Attorney's daily rate.
- iii. Other Attorneys: \$300.00 per hour regardless of location.
- iv. 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. The ATTORNEY shall not be reimbursed for any expenses incurred by the ATTORNEY related to performed services under this Agreement, including any costs incurred by the ATTORNEY related to travel (e.g., airfare, car rental, vehicle mileage, toll expenses), food, or lodging, with the following exceptions:

- i. CSNCFL shall reimburse the ATTORNEY's actual costs for copying, postage and Fed Ex mailings.
- ii. CSNCFL shall not be invoiced for attorney or non-attorney time preparing, discussing or collecting invoices.
- iii. All other expenses must be pre-approved by CSNCFL.

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; THE TOTAL OF ALL INVOICES FOR EACH CONTRACT TERM MAY NOT EXCEED THE 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. CSNCFL 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

f. This Agreement is entered into for the current Program Year, July 1, 2024 – June 30, 2025 and three additional one-year terms renewable by the CSNCFL governing boards for the periods as follows:

- i. Program Year July 1 – June 30 2025 – 2026
- ii. Program Year July 1 – June 30, 2026 – 2027
- iii. Program Year July 1 – June 30 2027 - 2028

5. **EXPERTS.** Unless approved by the CSNCFL governing boards in advance, the ATTORNEY will consult with CSNCFL governing boards with respect to the engagement of any or all experts needed.

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

a. The ATTORNEY shall adhere to all state and local laws, administrative orders and rules, including Rules regulating the Florida Bar and applicable County ordinances and policies and to the federal laws identified in Exhibit 1.

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 CSNCFL and its governing boards unless the conflict is waived by the CSNCFL governing boards.

e. On matters related to the services to be provided the ATTORNEY agrees to communicate with the County Attorneys, or the County Attorneys' designees, or staff members as appropriate to the conduct of the business of the Region 26 Workforce Development Area.

f. 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.** ATTORNEY shall be in material default of this Agreement, and CSNCF governing boards may terminate this Agreement upon 10 calendar days' notice to ATTORNEY, in the event the governing boards determine, 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 services 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 CSNCFL governing boards terminate this Agreement, the PARTIES may retain other attorneys or law firms to provide any and all such services, or any services the PARTIES 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 PARTIES and effectuate the intent of this Agreement.

b. ATTORNEY may terminate this Agreement, after consultation with the Chairs of the CSNCFL governing boards, upon 10 calendar days advanced written notice to the DCWDC and NCFWDB in the event that:

(i) ATTORNEY does not receive payment of any monthly bills in accordance with Paragraph 4; or (ii) CSNCFL or its governing boards otherwise materially breaches this Agreement.

c. **TERMINATION FOR CONVENIENCE.** ATTORNEY or the CSNCFL governing boards may terminate the Agreement without cause by providing written notice to the other PARTY (hereinafter, "Termination for Convenience"). The Chair of the DCWDC is authorized to provide written notice of Termination for Convenience on behalf of the CSNCFL and the NCFWDB. Upon such notice, ATTORNEY will immediately discontinue all services affected (unless the notice directs otherwise) and deliver to CSNCFL all data, drawings, specifications, reports, estimate, summaries, 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 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.

i. In accordance with §119.0701, Fla. Stat., the ATTORNEY, when acting on behalf of PARTIES, 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 CSNCF 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 completion of, or in the event this Agreement is terminated, the ATTORNEY, when acting on behalf of CSNCFL 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 CSNCFL 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 COUNTY, 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 t within a reasonable time, it may be subject to penalties under Sec. 119.10, Fla. Stat.

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) 374-5218, STORRES@ALACHUACOUNTY.US, AND 12 S.E. 1ST 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

THE PARTIES: DCWDC Chair c/o Executive Director CSNCFL 1112 N.
Main Street, Gainesville, FL

pmarty@careersourcencfl.com

10. **SOVEREIGN IMMUNITY.** Nothing contained herein shall constitute a waiver by CSNCFL 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 CSNCFL 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.

17. **CONSTRUCTION**. This Agreement shall not be construed more strictly

IN WITNESS WHEREOF, CSNCF and the ATTORNEY have caused this Agreement for Professional Legal Services to be executed.

CAREERSOURCE NORTH CENTRAL
FLORIDA



EXECUTIVE DIRECTOR

Date: 7/16/24

WITNESS TO ATTORNEY:


MOYA BRATHWAITE

Print Name

Date: 7/15/24

ROCHELLE J. DANIELS


Signature _____
Date: 7/15/24

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.